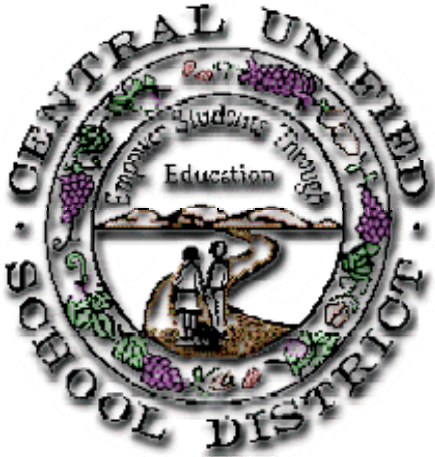


Collective Bargaining

AGREEMENT



CENTRAL UNIFIED SCHOOL DISTRICT
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CUTA/CTA/NEA

CENTRAL UNIFIED TEACHERS
ASSOCIATION
CHAPTER 961
4443 W. Weldon
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**Agreement By & Between the
CENTRAL UNIFIED SCHOOL DISTRICT
and the
CENTRAL UNIFIED TEACHERS ASSOCIATION
CTA/NEA**

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ARTICLE 1: AGREEMENT

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Central Unified School District ("District") and the Central Unified Teachers Association/California Teachers Association/National Education Association ("Association"), and employee organization.
- 1.2 The Agreement is entered into pursuant to Title 1, Division 4, Chapter 10.7, (commencing with section 3540) of the Government Code ("Act").

ARTICLE 2: RECOGNITION

2.1 The District recognizes the Association as the exclusive representative for those employees serving the District in the following certificated positions:

Teachers
Highly Qualified Independent Study Teachers
Counselors
Librarians
Psychologists
Resource Teachers
Nurses
Speech Therapists
Special Education Teachers
Athletic Directors
Full-Time Adult Education Teachers
Track Leaders

2.2 Exclude from this recognized unit are the following positions:

Superintendents
Assistant/Associate/Deputy Superintendents
Directors
Principals
Assistant Principals
Coordinators
Specialists (Comp. Ed., AV & Media, Special Education Programs)
Dean of Students
Deans of Guidance
Summer School Teachers
All Substitute Teachers
Part-Time Adult Education Teachers (excluding Teachers who are already employed by CUSD, compensated for actual hours worked)
Part-Time Pre-school Teachers
Public Information Officers

ARTICLE 3: NEGOTIATION PROCEDURE

- 3.1 Not later than the first regularly scheduled April Board meeting in the year this agreement expires, the Association shall make a public presentation of its initial proposal(s) at a public meeting of the Board of Trustees. The proposal(s) will be “Sunshined” under the provisions of the Government code Section 3547. Negotiations should commence immediately after the regular May Board meeting and prior to June 1 on a successor agreement.
- 3.2 Upon written request from the Association, the District shall provide copies of any available public information documents pertaining to the District’s financial status. A scatter gram showing the placement of unit members on a current year salary schedule shall be provided to the Association as soon as one is available in the District office, but not later than October 15 in any school year.
- 3.3 Negotiations shall take place at mutually agreeable times and places.
- 3.4 The Association shall designate its representatives, up to four (4) employees, who shall each receive a reasonable amount of release time without loss of compensation to attend, develop and promote negotiations and impasse proceedings.

ARTICLE 4: ASSOCIATION RIGHTS

- 4.1 The Association shall have the right of access to District employees at reasonable times. The term "reasonable times" as used herein means employee lunch and rest periods and any time before or after an employee's assigned duty time when such employee is present upon District property, but is not expected to be performing services on behalf of the District.
- 4.2 Representatives of the employee organization may contact employees in any lounge facility, meeting room, office, classroom, garage or grounds of the District provided nothing herein shall be deemed to permit such access to an employee during any time set aside for assigned duty, that such access will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with an Association representative and provided further that such access will not be utilized in such a manner that will disturb, disrupt or otherwise interfere with assigned duties of an employee of the District. The representative shall give notice to the site office prior to contacting any employee during any time set aside for assigned duty.
- 4.3 The Association shall have the right to use District buildings and equipment and facilities for the conduct of lawful Association business upon prior approval by the District and compliance with the requirements of the Civic Center Act and Board Policy and regulation.
- 4.4 The Association may use the school mailboxes and bulletin board spaces designated by the District:
 - 4.4.1 All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with an authorization by the Association president.
 - 4.4.2 Materials which are derogatory and/or defamatory may not be posted or distributed on District property. Any such posted material shall be subject to immediate removal by the District.
- 4.5 The Association, upon written request, shall be provided:
 - 4.5.1 Once per year, not later than October 1, a list of all bargaining unit members and their work sites.
 - 4.5.2 After presenting to the Board, one (1) copy of the J-200 budget series.
 - 4.5.3 After posting, two (2) copies of the agenda of the Board meeting and two (2) copies of the Board meeting packet.
 - 4.5.4 Subsequent to a public meeting of the Board of Trustees, two (2) copies of the Board minutes.
 - 4.5.5 One (1) copy of the A.D.A. reports submitted to the State of California

annually.

- 4.5.6 One (1) copy of the two (2) interim reports that are sent to the County office.
- 4.5.7 One (1) copy of a current district-wide seniority list.
- 4.5.8 One (1) copy of a list showing the credentials held by each teacher.
- 4.6 Within a reasonable period after the execution of the contract, the District shall print or duplicate this contract and provide at least one (1) copy of the agreement for each employee in the unit. New teachers shall receive a current copy of this agreement upon signing their contract of employment with the District. Twenty-five (25) copies of the ratified contract will be provided to the Association.
- 4.7 The Association will exclusively receive reasonable release time from duties for the processing of grievances past Level 1 of the Grievance Procedures, Article 14 herein for unit members who are designated as Association representatives subject to the following conditions:
 - 4.7.1 By no later than fifteen (15) days following the signing of this Agreement, The Association will designate in writing to the Superintendent three (3) employees who are to receive the time off.
 - 4.7.2 One (1) representative per grievance shall receive release time.
 - 4.7.3 Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative shall inform his/her immediate supervisor in order that an adequate substitute may be obtained if such is necessary.
 - 4.7.4 That such time off shall be limited to representing the grievant in any grievance meeting or hearing beyond the informal level, and shall be limited to seven (7) total hours per grievances in the contract year. Prior to taking release time pursuant to this Section, the employee shall get approval from his/her supervisor.

ARTICLE 5: DEDUCTION OF DUES

- 5.1 Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of the unified membership dues, initiation fees, and general assessments to the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 2nd and September 1 of any year. Pursuant to such authorization, the Board shall deduct one tenth (1/10) of such dues from the regular salary warrant of the teacher each month for ten (10) months. Deductions for teachers who sign such authorization after the commencement of the year shall be appropriately prorated to complete payments by the end of the school year.
- 5.2 Any teacher who is not a member of the Central Unified Teachers Association/CTA/NEA, or who does not apply for membership within thirty (30) days of the effective date for this agreement, or within thirty (30) days from the commencement of assigned duties, shall become a member of the Association or pay to the Association a fee and general assessments, payable to the Association in one lump-sum cash payment. In the event that a unit member shall not pay such fee directly to the Association, the District shall immediately begin automatic payroll deduction as provided in Education Code Section 34061 and in the same manner as set forth in Paragraph 5.1 of this article. There will be no charge to the Association for such mandatory agency fee deductions.
- 5.3 Exceptions
- 5.3.1 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Central Unified Teachers Association CTA/NEA as a condition of employment except that said unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization charitable funds exempt form taxation under Section 505 © (3) of Title 26 of the Internal Revenue Code:
- 5.3.1.1 American Red Cross
 - 5.3.1.2 Marjorie Mason Center
 - 5.3.1.3 Big Brothers/Big Sisters of Fresno
 - 5.3.1.4 Valley Children's Hospital
 - 5.3.1.5 Poverello House
 - 5.3.1.6 Olive Street Bridge/Friday Night Live
 - 5.3.1.7 SPCA

5.3.2 Proof of payment and written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to paragraph 5.3.1 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Paragraphs 5.1 and 5.2 of this Article. Payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented within thirty (30) days after the commencement of duties of each school year. The Association shall have the right of inspection in order to review said proof of payment.

5.4 Transmittals

With respect to all sums deducted by the District pursuant to Paragraphs 5.1 and 5.2 above, whether for membership dues or agency fee, the District agrees to promptly remit such monies to the Association at its membership processing office, P.O. Box 4178, Burlingame, CA 94011-4178, accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating any changes in the personnel from the list previously furnished.

5.5 Association Responsibility

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

5.6 Additional Deductions

Upon appropriate written authorization from the bargaining unit member, the District shall deduct from the salary of any such member and make appropriate remittance for annuities, credit union, or other plans or programs jointly approved by the Association and the Board.

ARTICLE 6: NON-DISCRIMINATION

- 6.1 The District shall not discriminate against any teacher on the basis of race, color, creed, age, sex, national origin, domicile, marital status, physical handicap, membership in an employee organization or participation in the activities of an employee organization.

ARTICLE 7: CLASS SIZE

- 7.1 Class size shall take into account:
 - 7.1.1 Subject matter
 - 7.1.2 Type of instruction
 - 7.1.3 Ability of pupils
 - 7.1.4 Availability of instructional aides
 - 7.1.5 Workstations
 - 7.1.6 Use of special facilities and equipment
 - 7.1.7 Financial limitations
- 7.2 Class size shall not exceed those levels mandated by the State. At a teacher's request, there shall be a conference between the teacher and the principal for the purpose of considering a reduction of the class size for that classroom due to the special needs of the children in that class. The principal may confer with the assigned school nurse, psychologist, or District office personnel as needed. If the teacher is not satisfied with the result, he/she may request a meeting with the District Level Administrator designated for his/her school site. The District shall make a reasonable effort to maintain balanced class sizes.
- 7.3 The balancing of student population at each school site will take place by the end of the day on Friday, nearest the 25th day of instruction. The balancing of student population at C.L.A.S.S. will take place by the end of the day on the last Friday of October. Regular class size will not exceed district practice in mandated classes such as "Class Size Reduction" (CSR) and or K-6th – 35 students, 7th-12th – 38 students except in an emergency. At C.L.A.S.S., except in an emergency, student load for 9-12 shall not exceed 41 students per week and k-8 shall not exceed 35 per week. Class size limitations shall not apply, but balancing shall be a goal, with respect to traditional large group instruction such as band, chorus, study hall, drama, P.E., or work experience. If balancing cannot occur on or before this date, the Personnel Office will notify the President of CUTA and the district shall deposit \$10 per instructional day over the above class size limit per student into a special "Teacher Professional Development Fund", which will be used for teacher training and professional development.

ARTICLE 8: TEACHING DAY, HOURS AND SCHOOL CALENDAR

- 8.1 The length of the teacher workday, including preparation time, lunch, relief periods, and time required before and after school shall not normally exceed seven and one half (7 ½) hours; except on meeting days or in-service days, which shall not occur more than twice per school month, the workday may be extended to a maximum of two hours total between the two days. Any school month with less than eighteen (18) instructional days will be considered a short month, which would result in extending the workday a maximum of one (1) hour for one (1) day. Every effort will be made to provide at least four (4) days notice prior to extending the duty day beyond the normal seven and one half (7 ½) hours. At no time shall the last day of a workweek be used as an extended day.
- 8.2 The district shall provide sufficient non-instructional time (minimum days or student non-attendance days) during a teacher's regular duty day to allow all K-8 teachers to schedule parent-teacher conferences.
- 8.3 The district shall provide four (4) student minimum days (non-instructional time for certificated staff) at the high school for the purpose of testing and grading.
- 8.4 Each teacher shall have a duty-free uninterrupted lunch period which will be a minimum of forty-five (45) minutes.
- 8.5 The following additional responsibilities may be required of employees:
- 8.5.1 Elementary Teachers - Extra Duties
 - 8.5.1.1 Back to School Night
 - 8.5.1.2 Annual Performing Arts Program
 - 8.5.1.3 Open House Night
 - 8.5.1.4 Promotion
 - 8.5.2 Junior High School/Middle School -Extra Duties
 - 8.5.2.1 7th Grade Parent Orientation - 7th Grade teachers only
 - 8.5.2.2 Back to School Night (1)
 - 8.5.2.3 Winter/Spring Performing Arts Program (2)*
 - 8.5.2.4 Parent-Teacher Conferencing (per semester)
 - 8.5.2.5 Open House Night
 - 8.5.2.6 Supervision - one evening*
 - 8.5.2.7 Promotion – 8th grade teachers only

*Extra duty assignment calendars will be posted by the 1st day of instruction. Teachers will have the opportunity to sign up for any available assignments listed by site administration. Only a representative number of teachers shall be required to be present on an equitable rotating basis. Uncovered assignments will be assigned by administration first to those who have not signed up for assignments. All activities will be held during the duty year.

8.5.3 High School - Extra Duties

8.5.3.1 Back to School Night

8.5.3.2 Open House

8.5.3.3 Graduation Exercises

* 8.5.3.4 Three (3) extra-curricular activities from a list provided by the site administrator.

8.5.3.5 Parent conferences as required by the District.

*Extra duty assignment calendars will be posted by the 1st day of instruction. Teachers will have the opportunity to sign up for any available assignments listed by site administration. All teachers should sign up for a minimum of three assignments by the 5th day of instruction. Uncovered assignments will be assigned by administration first to those who have not signed up for at least three assignments.

8.6 There shall be no more than one-hundred eighty-three (183) duty days which include no more than one-hundred eighty (180) instructional days, one (1) day designated as a “teacher’s day” and two (2) days designated as in-service days in which all teachers will be required to participate. The District will provide to the Association’s calendar committee all testing dates and benchmark dates as soon as the District is made aware of said dates so to be considered in the creation of the calendar. The Association shall submit a calendar that has been agreed to by the unit members prior to May 1st. If no agreement is reached by May 1st the Board may act unilaterally to adopt a calendar with the same number of duty days. If the State changes the required classroom times, the District and the Association agree to negotiate the changes.

8.7 For the duration of this contract, the District will not change the number of teaching periods per day concurrently being taught at middle schools, high school and continuation schools.

8.8 Through a collaborative effort with his/her staff at the beginning of each school year the Principal, or designee, shall submit to the Director of Elementary Education, or designee, a plan that will outline the use of the minimum days and preparation time for all elementary teachers.

Teachers assigned to elementary schools, K-6 or K-8 shall have unassigned non-instructional time per week set aside exclusively for individual teacher preparation and planning. Throughout the school year, the amount of time will alternate between a **minimum** of (75) seventy-five minutes within one week, and the non-instructional time on Wednesdays of the alternating week. (I.e. One week, 75 minutes during the week. The next week, all non-instructional minutes on minimum day Wednesdays)

This preparation time shall be issued for the development of lesson plans and such other educational activities as related directly to the improvement of instruction.

The (75) seventy-five minutes of prep time shall be provided in blocks of time not less than (20) twenty minutes.

- 8.9.1 Middle school teachers who are assigned and accept the position of Athletic Director at the middle school shall be given a student free additional period a day for responsibilities which pertain to the title of Middle School Athletic Director.
- 8.10 Middle school and high school teachers with three or more years *district* experience who *voluntarily* accept an assignment of teaching an additional core course period during their regular scheduled duty day shall be compensated for the additional period at their then current hourly rate. *Such assignments shall be reviewed and agreed upon by the Association president prior to the teacher beginning the assignment. Once a number of needed positions in a subject area are equal to an FTE position, an FTE must be hired.*

ARTICLE 9: HEALTH AND WELFARE BENEFITS

9.1 The District shall provide medical, dental, and vision insurance to all unit members which is equal to that provided to all District employees upon terms mutually agreeable to the District and the Association.

9.2 For the 2007-2008 school year, the district's maximum total contribution for all health and welfare benefits (base amount) shall be seven thousand five hundred and forty-five dollars (\$7,545.00) per person per year, plus sixty percent (60%) of the difference between the base amount and the projected cost (\$11,040.00). The employees cost will be forty percent (40%) of the difference between the base amount and the projected annual cost as set forth in section 9.8.

For the 2007-2008 school year only, the district shall increase the base amount from \$7,545.00, if necessary, if there is an increased cost to the health plan to maintain a total proportionate split of the total cost of the health plan to 85% district paid and 15% employee paid.

The base amount established in 2007-2008 plus sixty percent (60%) of the difference between the base amount and the projected annual cost shall then become the District's maximum total contribution per person per year thereafter. The employees cost will be forty percent (40%) of the difference between the base amount and the projected annual cost thereafter.

9.3 A health benefits committee shall be formed to provide continuous review and monitoring of all health and welfare benefits, plan costs and reserve levels. Decisions made by the Health Benefits Committee shall be binding on all parties. Changes to this article may be made by the District and the Association at any time upon mutual agreement.

9.4 Health Benefits Committee

9.4.1 A Health Benefits Committee shall be formed to represent the interests of the District and all District employees and to provide for (1) discussion and decisions regarding the level and type of benefits to be provided; (2) educating employees about health benefit programs; (3) developing and recommending cost control mechanisms to all employees and the Board of Trustees; and (4) expressing new ideas and concerns about employee health benefits.

9.4.2 Meetings will be held each month during the second half of the month. Special meetings can be called by the chairperson at his or her discretion.

9.4.3 The Health Benefits Committee shall consist of two members selected by the certificated unit, two members selected by the classified unit, and two members appointed by the Superintendent. Alternates may be designated as needed.

9.4.4 The Health Benefits Committee shall have the power to change the level and type of benefits provided; however, the committee shall not have the power to change the provisions of this article. A quorum (one representative from each employee group; one management/supervisory/confidential employee; one certificated

bargaining unit member; and one classified bargaining unit member) must be present to take action. All committee decisions shall be made by consensus with one vote from the representative of each unit; one (1) vote for management / supervisory / confidential; one (1) vote for certificated bargaining unit; one (1) vote for classified bargaining unit. A unanimous 3-0 vote shall be required for action. Prior to changing the level or type of benefits to be provided, committee members shall discuss the proposed changes with their respective groups. All actions agreed upon by the Health Benefits Committee shall be implemented without further negotiations.

- 9.4.5 If a member is unable to attend, he or she should notify the chairperson as soon as possible.
 - 9.4.6 The chairperson shall be elected by the members of the committee for a two-year term. The chairperson shall prepare an agenda, distribute the agenda to all sites and departments seven (7) working days prior to the meeting, and facilitate all meetings.
 - 9.4.7 A secretary will be provided by the district to record the minutes and assist with the preparation and distribution of the agenda.
 - 9.4.8 Representation can be changed at any time; however, a two-year commitment is encouraged. No restriction will be placed on the number of years a member can serve. It is recommended that following at least a year as an alternate, the alternate become the next regular member for each employee group.
- 9.5 The Health Benefits Committee shall meet to review benefit plan expenses incurred during the previous school year, the projected plan costs for the subsequent school year and projected plan reserves. If deemed necessary by the Health Benefits Committee, benefit plan reductions shall be implemented to avoid any proposed employee payroll deductions.
- 9.6 The District and the Association agree that the health and welfare benefit plan needs to maintain a reserve account at least equal to the sum required to pay two (2) months of projected employee benefit plan expenses. All Health and Welfare Premium contributions shall be deposited into an account that is identified as Health and Welfare Benefits with an accounting for all amounts deposited and withdrawn from said fund.
- 9.7 If during the meeting specified in paragraph 9.5, the Health Benefits Committee does not act or notwithstanding its actions, the District projects that its contribution will be insufficient to pay all projected employee benefit plan expenses for the upcoming fiscal year and/or to maintain the two month reserve the District may elect to commence monthly employee payroll deductions. If the District so elects, employee payroll deductions will then automatically commence with each employee's first salary warrant issued during the subsequent fiscal year. If an employee has received a salary warrant(s) prior to

the implementation of the payroll deduction process, the amount not deducted from prior warrants shall be deducted prospectively and amortized over the balance of the remaining months during that fiscal year.

- 9.8 If determined by the District to be necessary and appropriate to fund the projected increase in premium cost and/or to maintain a reserve at least equal to two (2) months of all employee benefit plan expenses by June 30, of the current fiscal year, the amount of the payroll deduction shall commence the first month of the new school year.
- 9.9 For the subsequent school year, the same process set forth in Paragraphs 9.5 to 9.8 inclusive, shall be used. The same deduction ratio (60% District - 40% Employee), if necessary, shall also be used in the subsequent school year.
- 9.10 Health and welfare benefits shall be the same for all bargaining unit members.
- 9.11 All eligible (FTE) full time equivalent District employees must participate in the Health and Welfare Benefits plan.
- 9.12 Employees who are on unpaid status may participate in the District health and welfare benefits by paying to the District the full premium cost in advance of the month of coverage provided such participation is permitted with plan requirements and is permitted by the carriers.
- 9.13 An employee who has completed a full school year of service (at least 163 working days) and terminates employment with the District after the last day of his/her school year, shall be entitled to District paid insurance coverage until September 30th as long as such coverage does not exceed 12 months from the start of his/her school year. An employee who terminates employment during his/her school year may only continue insurance coverage as provided by COBRA by paying the full cost of premiums in advance of the month of coverage provided such participation is permitted by the carriers.
- 9.14 Employees working less than full-time but fifty percent (50%) or more shall be entitled to the District's contribution for insurance on a pro-rata basis except as provided in paragraph 9.15 (Job Shares). Employees who work less than fifty percent (50%) shall not be entitled to a district contribution toward their health and welfare benefits; however, such employees may purchase benefits by paying the full cost of premiums in advance of the month of coverage provided such participation is permitted by the carriers.

(JOB SHARES ONLY)

- 9.15 Employees working under an approved job share agreement for a regular full time position shall be entitled to a choice option in the District's contribution for insurance as follows:
1. On a pro-rata basis for each participant; or

2. By mutual agreement between both participants in writing, full District coverage on one of the two participants as outlined in Article 9.

Choice of coverage shall be effective for the duration of the job share agreement and may not be switched back and forth between the two participants. (see 42.12)

Job sharing agreements for health benefits contribution (42.11) are for a two (2) year period as long as the same two (2) unit members sharing the same one (1) teaching assignment have been renewed for a subsequent year.

- 9.16 Medicare - The District shall continue to provide Medicare as required by Federal law and the provisions of the election held December 1992.

ARTICLE 10: TEACHER SAFETY

- 10.1 A teacher who becomes aware of unsafe conditions will notify the District as soon as practical.
- 10.2 Upon written request specifying the basis for same, the District will consider the removal of students alleged to be a threat to teacher safety.
- 10.3 A teacher may suspend any pupil from his or her class, for any of the acts enumerated in Education Code Section 48900, for the day of the suspension and the day following.
- 10.4 Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Whenever any employee is attacked, assaulted or menaced by any person it shall be the duty of such employee and the duty of any person under whose supervision the employee is employed who has knowledge of such incident, to promptly report same to the appropriate law enforcement authorities.
- 10.5 If a civil lawsuit is brought against an employee for an act of omission occurring in the course and scope of employment, the District shall provide the employee with legal defense.
- 10.6 Teachers shall not transport students in their personal automobile without written parental/guardian permission and insurance pursuant to District Policy.
- 10.7 Teachers shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being. No employee shall be discharged or disciplined for refusing to perform work which is in violation of any occupational safety or health standard or safety order of the divisions or standards board, the violation of which would create a real and apparent hazard to the employee or his/her fellow employees pursuant to the provisions of Labor Code Section 6311.
- 10.8 On foggy days employees who arrive late due to hazardous driving conditions shall not be deemed in violation of the hours Article provided that if the employee is unable to arrive prior to the start of class, the District is given one-half (½) hour advance notice whenever possible.
- 10.9 If an employee is required to be on duty on the school site after 4:00 p.m., for parent-teacher conference, student performance, school dance or athletic competition, another responsible adult or administrator shall be present on the site.
- 10.10 In accordance with Ed. Code, a teacher will be notified before a student with a violent or disruptive history will be enrolled.

ARTICLE 11: EVALUATIONS

- 11.1 The District shall evaluate probationary employees at least once each full school year and permanent employees at least once every other year. Such evaluations shall be completed on or before the 90th day of instruction for probationary employees and the 130th day of instruction for permanent employees.
- 11.2 The evaluator shall be the unit member's immediate supervisor and/or any other certificated management or supervisory employee who is so designated by District management. If the evaluator is not the immediate supervisor, the employee shall be notified as to the identity of the evaluator.
- 11.3 Prior to the evaluation, the criteria and procedure for evaluation shall be discussed with the unit member.
- 11.4 Classroom observations which are so indicated by the evaluator may be conducted without advance notice to the unit member. At least one (1) observation of twenty (20) minutes or longer shall be conducted prior to completing the final evaluation. Any employee who received a negative evaluation may request another observation to be conducted at a mutually acceptable time; however, the teacher may request a second evaluation by another administrator.
- 11.5 Subsequent to the observation, an evaluation conference shall be scheduled between the unit member and the evaluator. At the conference the evaluator will present a copy of the written evaluation to the unit member and discuss it. The unit member shall sign the evaluation signifying only that he/she has read the document, and has been provided the opportunity of attaching a written response which shall become a part of the permanent record. If deficiencies are noted by the evaluator, he/she shall provide specific recommendations to remedy the noted deficiencies.
- 11.6 In the event that a dispute arises as to the accuracy of the observation notes of the evaluator, and the evaluator agrees that the notes are inaccurate, he/she may destroy the notes.
- 11.7 Unsubstantiated hearsay statements shall not be used in the formal written evaluation.
- 11.8 Nothing in this Article shall be construed to allow the substance of any written evaluation to be subject to the grievance procedure. However, violation of the procedure for evaluations as set forth herein may be grieved, as well as any violations of the procedures which have substantive impact on the content of the evaluation.

ARTICLE 12: PERSONNEL FILES

- 12.1 Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction.
- 12.2 Upon written authorization by the teacher, a representative shall be permitted to examine and/or obtain copies of materials in the teacher's personnel file, excluding ratings or reports of records which:
 - 12.2.1 Were obtained prior to the employment of the teacher
 - 12.2.2 Were prepared by identifiable examination committee members; or
 - 12.2.3 Were obtained in connection with a promotional examination.
- 12.3 The Board shall keep a log indicating the persons who have requested to examine a personnel file as well as the dates such requests were made. Such log shall be available for examination by the teacher or his/her Association representative, if so authorized by the teacher.
- 12.4 The contents of all personnel files shall be confidential.
- 12.5 The official personnel files shall be maintained at the District office. Any material in the immediate supervisor's file shall be transferred to the District office file in a timely basis if it appears to have potential negative impact on the teacher's evaluation or employment status.
- 12.6 Unsigned and undated material shall not be placed in the employee's personnel file.
- 12.7 No disciplinary action may be based upon documents prepared by the District which have not been placed in the employee's personnel file.
- 12.8 Untrue statements, letters or notes received from outside sources shall not be placed in the teacher's file. Similar material secured from District sources deemed to be untrue by the employee shall not be placed in the official personnel file until an investigation is conducted by the appropriate administrator.

ARTICLE 13: TRANSFER & REASSIGNMENT

13.1 A transfer refers to any Board action which results in the movement of a teacher from one work location (site) to another. A transfer may be teacher-initiated ("voluntary") or Board initiated ("involuntary").

13.2 Voluntary Transfers

A teacher may request a voluntary transfer to a posted vacancy to take effect during the school year or at the beginning of the next school year. In either event, the request shall be made on a "Request for Transfer" form and sent to the Personnel Office.

13.2.1 Where the request is made for a transfer to take effect during the school year, it shall be made prior to the vacancy closing date. Prior to filling a vacant position the District shall post a notice of vacancy at each school site and the District office.

13.2.2 Where the request is made for transfer to take effect at the beginning of the next school year, the transfer request shall be made at least sixty (60) calendar days prior to the first day of the commencement of the requested track.

13.2.3 All requests for voluntary transfers shall be considered on the basis of the following criteria to be determined by the District: (1) credentials to perform the required services; (2) qualifications for the position; (3) pupil and educational needs; and, (4) District-wide seniority.

13.2.4 Teachers who have been laid off or who are otherwise entitled to a reemployment right shall be entitled to first consideration over all voluntary transfer requests.

13.2.5 If a voluntary transfer request is denied, the teacher shall, upon written request, be provided, in writing, the reasons for the denial.

13.3 Involuntary Transfer

Involuntary transfers shall be based exclusively on the legitimate, educational-related needs of the District, except as follows:

13.3.1 No teacher shall be involuntarily transferred if there is another teacher with less district-wide seniority who is credentialed to fill the vacancy. Seniority shall not be the controlling factor only in the following situations:

13.3.1.1 Instructional program requirements wherein another school or District department has a greater need for a teacher's

specialized services. The District shall seek concurrence of the affected teacher.

13.3.1.2 Performance renewal wherein it has been demonstrated through the evaluation procedure that a transfer may provide a teacher with a reasonable opportunity for improvement. The District shall seek the concurrence of the affected teacher.

13.3.1.3 When there is a need for ethnic or gender balancing at a school.

13.3.2 Teachers to be involuntarily transferred shall have the right to indicate preferences from a list of vacancies and the Board shall honor such requests on the basis of District-wide seniority and the required credentials.

13.3.3 A teacher who is to be involuntarily transferred shall, upon request, be given the reasons in writing.

13.3.4 An involuntary transfer shall not result in the loss of compensation, seniority, or any fringe benefit to a teacher.

13.3.5 Teachers shall be notified by the District that they are being involuntarily transferred at least 30 days prior to the change.

13.4 Staffing for all New K-6/K-8/ Middle/High Schools

13.4.1 All certificated bargaining unit positions at new schools will be open to all current employees; however, current Central Unified School District involuntary transfers due to decreased enrollment at a current site will have first priority in accordance with Article 13.3.

13.4.2 With all other considerations equal, seniority will be used as a final decision maker.

13.4.3 The number of staff that can be transferred from one site to a new site will be limited to ten percent (10%) of an existing site's staff. The number of staff that can be transferred from any one grade level at one site will be limited to fifty percent (50%).

13.4.4 The mixture of experience of certificated staff shall be based on equal thirds of the District's scatter gram for the immediately preceding school year.

13.4.5 District management will make every effort to assure equality in meeting each campus' needs for special credentials such as bilingual, LDS, etc. In addition, the District will make every effort to assure balance of gender,

ethnicity, age and experience throughout the District and new schools should reflect the balance.

13.5 Reassignment (Voluntary or Involuntary)

13.5.1 A reassignment is the movement of a teacher from a subject area to another subject area, or one grade level to another grade level within the same school site. Any teacher who is involuntarily reassigned or has had a voluntary reassignment request denied shall upon written request be provided the reasons for the denial.

ARTICLE 14: GRIEVANCE PROCEDURE

14.1 Definitions:

14.1.1 A “grievance” is a claim by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this agreement, a violation of the right to fair treatment, or a violation, misapplication or misinterpretation of any law, Board policy, past practice or regulation. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which specific method of review is provided by law, by the rules and regulations of the Board of Trustees, or by the administrative regulations of this school district are not within the scope of this procedure.

14.1.2 An "aggrieved party "is the person or persons making the claim.

14.1.3 A "day" is any day in which the District Administration Office is open for business with the exception of those days during winter vacation and spring vacation.

14.1.4 The "immediate supervisor" is the lowest level supervisor designated by the District to adjust grievances, and who has direct responsibility for the aggrieved party.

14.2 Purpose (Informal Level:)

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare and the working conditions of the unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. [Before filing a formal written grievance, the aggrieved party shall attempt to resolve it by an informal conference with his/her immediate supervisor.]

14.3 Procedure (Formal Level:)

14.3.1 Level I:

14.3.1.1 Within ten (10) days after the employee knew or reasonably could have known of the act or omission giving rise to the grievance, the aggrieved party shall present a grievance in writing to the immediate supervisor, as agreed upon by both parties, using the grievance form and shall include:

- (1) The name of the aggrieved party.

- (2) A listing of the provision(s) of the Agreement alleged to have been violated.
- (3) A statement describing how the District alleged to have violated the Agreement, including all names, dates, and places necessary for a complete understanding of the grievance, the decision rendered as a result of the informal problem solving and the remedy sought.

14.3.1.2 The supervisor shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limit, the grievance shall advance to Level II.

14.3.1.3 Within the above the time limits, a personal conference will be held if requested by either party.

14.3.2 Level II:

14.3.2.1 In the event the aggrieved party is not satisfied with the disposition of the grievance or if no disposition has occurred, the decision may be appealed by memo to the Personnel Administrator, or his designee, within ten (10) days. The statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear and concise statement of the reasons for the appeal. The Personnel Administrator or his designee shall communicate his decision in writing to the aggrieved party within ten (10) days after receiving the appeal. Either the aggrieved party, the Personnel Administrator or his designee, may request a personal conference within the above time limits. If the Personnel Administrator or his designee does not respond within the time limits, the aggrieved party may appeal to the next level.

14.3.3 Level III:

14.3.3.1 If the aggrieved party or the Association is not satisfied with the decision at Level II. Within ten (10) days, the grievance may be appealed, by memo, to the Superintendent, or the Superintendent's designee.

14.3.3.2 This appeal shall include copies of the following: the original grievance and appeal, the decisions rendered, and a clear and concise statement of the reasons for the appeal. The Superintendent, or the Superintendent's designee, shall provide a written disposition of the grievance, including the reason therefore to all parties of interest within ten (10) days.

14.3.4 Level IV:

- 14.3.4.1 If the aggrieved party is not satisfied with disposition of the grievance or if no disposition has occurred within the ten (10) days at Level III, the aggrieved party may request the Association to submit the grievance to arbitration. A copy of the request for arbitration shall be sent to the District.
- 14.3.4.2 If the Association proceeds to arbitration, it shall notify the District in writing within fifteen (15) days of receipt of the aggrieved party's request. Within ten (10) days of such notification, the parties shall endeavor to agree upon a mutually acceptable arbitrator and a commitment from said arbitrator to serve. If no arbitrator is mutually selected, they shall jointly request the State Conciliation Service to submit a list of seven (7) arbitrators. Upon receipt of such list, they shall mutually agree on an arbitrator alternately, until the remaining name shall be that of the arbitrator. The party to strike the first name shall be determined by lot.
- 14.3.4.3 Following the selection of an arbitrator, a hearing on the grievance shall be held at a time and place mutually acceptable to the parties and the arbitrator, at which the District and the aggrieved party shall be allowed to present their respective contentions, evidence and arguments.
- 14.3.4.4 All fees and expenses of the arbitrator, including but not limited to, per diem expenses, his/her travel and subsistence expenses, and the cost of a hearing room will be born equally by the District and the Association.
- 14.3.4.5 The decision of the Arbitrator will be binding on both parties.

14.4 Separate Grievance File:

If the District chooses to keep materials concerning an employee's grievance, all such materials shall be kept in a file separate from the employee's personnel file which shall be available for inspection only by the employee, the Association, and those management, supervisory, and confidential employees directly involved in the grievance procedure. The District shall maintain a grievance file access log which contains the names of all parties accessing the file and the reason (s).

14.5 General Provisions:

- 14.5.1 The filing or pending of any grievance shall in no way operate to impede, delay or interfere with the right of the District to take the action complained of, nor justify the employee's refusal to perform assigned duties.
- 14.5.2 If the same grievance is made by more than one (1) grievant against one (1) respondent, one (1) employee, on behalf of him/herself and other

similarly involved, may process the grievance through the grievance procedure provided, however, that the District may separate any such group grievances. Names of all aggrieved parties shall appear on all documents related to the settlement of the grievance. Whether a grievance is processed as a group or separately will not affect the resolution of the grievance.

- 14.5.3 It will be the practice of all parties of interest to process grievances, insofar as possible, at times which do not interfere with assigned duties, and to avoid interruption of classroom activities and the involvement of students.
- 14.5.4 The Association and the employee agree not to pursue any judicial or administrative remedy against the District as to any matter subject to the procedures established in this Article until such procedures are exhausted.
- 14.5.5 Any grievance based on a complaint that the employee has been placed on the wrong salary schedule or step, or that the employee has been improperly denied an increment, or that his/her salary has been miscalculated shall be filed directly with the Personnel Administrator.
- 14.5.6 Nothing contained herein will be construed so as to limit the right of those considering lodging a grievance from discussing the matter informally with the aggrieved party's immediate supervisor, with or without the Association's intervention and/or representation, in an attempt to resolve the matter informally. However, the aggrieved party shall have the right to the presence of an Association representative at all steps, at all conferences, and during any and all discussions and/or proceeding, formal or informal, concerned with processing or adjusting the grievance.
- 14.5.7 Nothing contained herein will prevent the aggrieved party from proceeding through this Grievance Procedure without the Association's intervention. However, any proposed resolution to a grievance shall not be implemented by the District until the Association has been provided a copy, and allowed an opportunity to respond, to determine if the resolution violates the contract.
- 14.5.8 The District shall not take any reprisals against any employee for exercising their rights under this Article.
- 14.5.9 Forms for filing grievances shall be prepared by the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

14.6 Time Limits:

- 14.6.1 Time limits provided for at each level shall begin the day following the receipt of the grievance, grievance appeal, or written decision.
- 14.6.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may however, be extended by written mutual agreement.
- 14.6.3 A grievance must be filed and appealed within the time limits set forth above, or the grievance shall be considered settled on the basis of the last response given. Such settlement shall be binding on all parties. If the District representative fails to respond to a grievance within the time limits provided at a particular level, the grievance may be appealed to the next step within the appropriate time limits.

ARTICLE 15: SICK LEAVE

15.1 Entitlement and Accumulation

- 15.1.1 Every full-time employee shall be entitled to ten (10) days of leave of absence for illness or injury with full pay for a regular school year of service. Employees whose work year is more than one hundred ninety-nine (199) days shall be entitled to eleven (11) days. Employees whose work year is two hundred twenty (220) days or more shall be entitled to twelve (12) days.
- 15.1.2 An employee who receives remuneration for less than a full regular year of service shall be entitled to that proportion of ten (10) days of sick leave as his/her actual remuneration for a year of service bears to the amount he/she would have received for a full regular school year of service.
- 15.1.3 Credit for sick leave need not be accrued prior to the taking of such leave by the employee, and such leave may be taken at any time during the school year.
- 15.1.4 If an employee does not utilize the full amount of sick leave to which he/she is entitled in any school year, the amount not utilized shall be credited to his/her sick leave account with the District and shall accumulate from year to year.
- 15.1.5 Employee who are absent because of illness or accident from the duties to which they have been assigned by the District, shall receive their regular full pay for each day and/or period of such absence insofar as such employers have credited and/or accumulated sick leave in their accounts to cover said absence.
- 15.1.6 When the District has reason to believe that an employee is abusing sick leave, it may require the teacher to obtain verification of illness prior to returning to duty. In such case, the district shall submit to the teacher a list of five (5) physicians chosen by the Fresno Medical Society from which the employee shall select one (1) or the examination may be conducted by a physician mutually agreeable to the District and the Association. The District shall reimburse the employee for the cost of the examination to the extent that such cost is not covered by a health insurance plan to which the employee is entitled. A request for a list of physicians from the Fresno Medical Society will be made jointly by the District and the Association.

15.2 Time of Notice

15.2.1 Whenever possible an employee becoming aware of the need for his/her absence due to illness or injury shall notify the Personnel Office in the manner directed of that need at or before 6:30 A.M. of the day of absence. Failure to comply with this provision may result in a deduction from the teacher's pay the rate paid to substitutes.

15.2.2 An employee must notify the Personnel Office by 2:00 P.M. of the employee's workday preceding his/her return. Failure to give timely notice which results in a substitute being called to work may warrant a deduction from the employee's wage the amount paid to the substitute.

15.3 Physical Examination

15.3.1 Tuberculosis examination shall be required once every four (4) years. The District will pay the cost provided that it designates the place of the examination. In the event that the District fails to designate such place after a request to do so, it shall pay the cost of the examination.

15.3.2 When the District has documented reason to believe that an employee is physically or mentally unable to perform his/her regularly assigned duties, or if it is necessary to determine whether an employee is disabled or needs reasonable accommodation within the meaning of the Americans with disability Act or section 504 of the Rehabilitation Act, then the District may require an examination by a physician. In such case, the District shall submit to the teacher a list of five (5) physicians chosen by the Fresno Medical Society from which the employee shall select one (1) or the examination may be conducted by a physician mutually agreeable to the district and by the Association. The District shall reimburse the employee for the cost of the examination to the extent that such cost is not covered by a health insurance plan to which the employee is entitled. A request for a list of physicians from the Fresno Medical Society will be made jointly by the District and the Association.

15.3.3 Upon written request, the employee shall be provided with the written reasons for the examination.

ARTICLE 16: EXTENDED ILLNESS LEAVE

- 16.1 When an employee is absent from his/her duties on account of illness or accident for a period of five (5) school months or less, the amount deducted during the period shall not exceed the sum which is actually paid a substitute employed to fill his/her position during his/her absence, or, if no substitute was employed, the amount which would have been paid to the substitute had one been employed.

ARTICLE 17: INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

17.1 Purpose

Industrial Accident and Illness leave shall be granted for illness or injury incurred within the course and scope of an employee's assigned duties.

17.2 Eligibility

An employee, covered by this Agreement.

17.3 Procedure

An employee who has sustained a job-related injury shall report the injury within twenty-four (24) hours to the District Insurance Department. In the event the employee's injury or illness prevents the filing of the report within the time limit, the report shall be filed as soon as possible. An employee shall complete the appropriate District form within three (3) days of knowledge that the illness is an alleged industrial illness. An employee claiming such leave shall be examined by a physician of the employee's choice. If the employee does not have a physician of choice, the District will designate such physician.

17.4 Requirements

17.4.1 Allowable leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one (1) fiscal year for the same illness or accident.

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

17.4.3 Industrial Accident or Illness Leave shall commence on the first day of absence.

17.4.4 Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

17.4.5 When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount to unused leave due for the same illness or injury.

17.4.6 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state. Employees may travel out-of-state for the purpose of receiving medical treatment.

17.4.7 During any industrial paid leave of absence, the District shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions. The employee shall, in turn, endorse to the District any temporary disability indemnity checks received on account of his/her industrial accident or illness. Upon exhaustion of this industrial paid leave, an employee may utilize any available sick leave benefits providing that any Sick Leave utilization when combined with any temporary disability indemnity shall not exceed one hundred percent (100%) of the employee's normal compensation.

17.5 Return to Service

17.5.1 An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker's Compensation physician certifying the employee's ability to return to his/her position classification without restrictions or detriment to the employee's physical and emotional well-being.

ARTICLE 18: PERSONAL NECESSITY LEAVE

- 18.1 Every teacher shall be entitled to use seven (7) days of his/her paid sick leave allotment during each school year in case of personal necessity.
- 18.1.1 A teacher shall not be required to obtain advance permission to use Personal Necessity Leave, in those cases listed below:
- 18.1.1.1 Death or illness of a member of his/her immediate family.
- 18.1.1.2 Accident, involving his person or property, or the person or property of a member of his/her immediate family.
- 18.1.2 A teacher may use two (2) days of Personal Necessity Leave for compelling reasons upon prior notification. Such leave may not be used for the following:
- 18.1.2.1 Political activities or demonstrations.
- 18.1.2.2 Association activities.
- 18.1.2.3 Vacation, recreation or social.
- 18.1.3 Personal Necessity Leave may be used for generally recognized religions observances.
- 18.1.4 A form, prepared by the District and approved by the Association, shall be used by the bargaining unit members for the purpose of notifying the Personnel Office of the utilization of Personal Necessity Leave. Said form shall be filed within a reasonable time upon the return of the unit member in accordance with Sections 18.1.1 and 18.1.2 above.

ARTICLE 19: BEREAVEMENT LEAVE

19.1 Purpose

The purpose of the Bereavement Leave utilization shall be for activities related to the death of a member of the employee's immediate family. The term "immediate family" as used in this Agreement means mother, father, grandchild, grandmother, or grandfather of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, foster child, brother or sister of the employee, or any person living in the immediate household of the employee.

19.2 Procedure

An employee exercising this leave of absence provision shall notify the Personnel Administrator immediately of the expected duration of the absence.

19.3 Requirements

An employee shall be granted up to three (3) days for bereavement purposes. If out-of-state or one-way travel of more than 325 miles is required, up to two (2) additional days shall be allowed. This shall be a paid leave in addition to other leaves provided herein.

19.4 Return to Service

An employee must notify the Personnel Office of his/her return at least one (1) hour prior to the end of the employee's workday preceding his/her return. Failure to give timely notice which result in a substitute being called to work may warrant a deduction from the employee's wages the amount paid to the substitute. Upon return to active service, the employee shall, if requested by the District, complete and return the appropriate absence form.

ARTICLE 20: PREGNANCY DISABILITY LEAVE

- 20.1 The Board shall provide for leave of absence from duty for an employee of the District who is required to be absent from duties because of disability due to pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume shall be determined by the employee and the employee's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the Board. All written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy, miscarriage, childbirth and recovery there from on the same terms and conditions applied to other temporary disabilities.
- 20.2 For absences beyond six (6) weeks after delivery the District may require the employee to be examined by a physician chosen from a list of five (5) provided by the Fresno Medical Society or a physician mutually agreeable to the District and the Association.

ARTICLE 21: PARENTAL LEAVE OF ABSENCE

- 21.1 A parental leave of absence without pay shall be granted to a teacher for the purpose of childbearing and/or childrearing as follows:
- 21.2 A teacher who is pregnant shall be entitled, upon request, to a parental leave of absence which may begin at any time between the commencement of her pregnancy and one year after the child is born to her. Said teacher shall notify the Superintendent in writing of her desire to take such leave, and except in the case of an emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A teacher who is pregnant may continue active employment throughout her pregnancy as long as she is able to properly perform her required functions.
- 21.3 Any teacher shall be entitled, upon written request, to a one-year parental leave of absence to begin within two years after the birth of his/her child, or within one year after receiving custody of any infant child (i.e., three years of age or less), in order to fulfill the requirements for adoption.
- 21.4 If a teacher is reinstated to service within twelve (12) months of the commencement of the leave, it shall be at a natural break in the school year, such as a track-in, semester or at the beginning of a grading period. A reasonable attempt shall be made to assign the teacher to the same position at the same school site.

ARTICLE 22: STUDY LEAVE

- 22.1 The Board may grant an employee an unpaid leave of absence for the purpose of attending college or obtaining additional training on a full-time basis. An employee shall apply to the Personnel Office for such leave no later than three (3) months prior to its commencement. Such leave shall be for a minimum of one (1) semester and a maximum of one (1) school year.

ARTICLE 23: ASSOCIATION LEAVE

- 23.1 Association representatives shall have up to a total of thirty (30) personal days paid non-accumulating leave per year to be utilized for local, state, or national conferences or for conducting other business pertinent to Association affairs.
- 23.2 Designated Association representatives shall be excused from school duties upon two (2) days advance notification to the Superintendent by the Association President.
- 23.3 The Association shall pay for the cost of substitutes.

ARTICLE 24: JURY DUTY

- 24.1 A teacher shall be entitled to as many days of paid leave as are necessary in order to serve on any jury. Such leave will not be subject to loss of salary.
- 24.2 Days of absence for jury duty shall not have an adverse effect on any employee relative to the attainment of tenure or advancement on the District's salary schedule.
- 24.3 Stipends received by employees as result of jury duty, other than transportation allowances, shall be endorsed over to the District, and no reduction in normal pay, fringe benefits, or other benefits shall be imposed on the employee in any form.

ARTICLE 25: OTHER LEAVES

25.1 Upon request submitted to the Superintendent and approved by the Board of Trustees, employees may be granted other leaves, paid and unpaid.

ARTICLE 25A: FAMILY MEDICAL LEAVE

25A.1 An eligible employee shall be entitled to up to 12 work weeks of unpaid leave within a 12-month period for family and medical reasons under the federal Family and Medical Leave Act of 1993 and the California Family Rights Acts ("family medical leave"). The following provisions shall be interpreted in accord with those statutes and their regulations.

25A.1.1 An employee is eligible if he/she has been employed by the District or at least 12 months and has provided service at least 1,250 hours over the previous 12 months (normally this means a full-time work year, i.e., 182 days x 7 hours = 1,274 hours). An employee who meets this criteria is not eligible, however, if there are less than 50 employees within a 75-mile radius of his/her worksite.

25A.2 Family medical leave shall be available for the following purpose:

25A.2.1 birth of the employee's child

25A.2.2 placement of a child with the employee for adoption or foster care

25A.2.3 care for the employee's child, spouse, or parent with a serious health condition

25A.2.4 the employee's own serious health condition that keeps the employee from performing his/her job.

25A.3 Family medical leave shall run concurrently with other paid and unpaid leave if the reasons for the leave meet the requirements of family medical leave.

25A.4 An employee may substitute accrued vacation or other paid leave in place of his or her family medical leave entitlement. The District may require the employee to substitute accrued vacation or other paid leave, including sick leave where applicable, for the unpaid family medical leave entitlement.

25A.5 An employee may be required to provide medical certification whenever a serious health condition of the employee or his/her family member is the reason for the leave. Additional opinions, or examinations by District-appointed physicians, may be required regarding the employee's serious health condition at the District's expense. In certain circumstances, the employee may be required to provide re-certification of his or her serious health condition (e.g., when the duration and/or need for the leave is uncertain). Failure to obtain medical certification, when necessary, may delay the granting of the leave request until such certification is provided.

- 25A.6 Where advance notice is possible, an employee must provide 30 days advance written notice of the need for the leave. If the need for the leave is unforeseen, written notice must be given as soon as possible. Failure to provide advance written notice may delay the granting of leave.
- 25A.7 An employee taking family medical leave will continue to participate in the District-provided health plan under the same terms and conditions, including any necessary co-payments, which applied prior to the first day of the employee's leave. An employee is required to make premium payments to the same extent made by the employee prior to the leave to maintain his or her health benefits during the leave period. An employee on leave shall be responsible for ensuring ongoing coverage. The District shall not be liable to the employee or to any third party for any lapse in coverage stemming from the employee's failure to timely pay all required premiums.
- 25A.8 An employee may be required to provide periodic reports of his or her status and of his or her intent to return to work while on leave. Such reports may be required as often as every 30 days, unless otherwise specified by the employee's immediate supervisor.
- 25A.9 An employee on family leave for his or her own serious health condition is required to provide a fitness-for-duty certificate from his or her physician before he or she will be reinstated to employment and may be required to undergo an examination by a District-appointed physician.

ARTICLE 26: REDUCED SERVICES EMPLOYMENT

26.1 Requirements

- 26.1.1 A teacher interested in reducing his/her work load from full-time to part-time shall apply to the District for consideration.
- 26.1.2 The teacher must have reached the age of 55 prior to reduced services employment.
- 26.1.3 The teacher shall have been employed full-time in a position requiring certification in the District for at least ten (10) consecutive years of which the immediately preceding five (5) years were full-time employment.

26.2 Procedure

- 26.2.1 The teacher who is interested shall submit an application to the District by January 15 of the year preceding the year of reduced services.
- 26.2.2 The application shall include a proposed program of part-time duties.
- 26.2.3 The Board may grant those requests deemed to be beneficial to the District.

26.3 Compensation

- 26.3.1 The teacher who is granted such a reduced services contract shall be paid a pro-rata portion of the scheduled salary he/she would have received as a full-time teacher.
- 26.3.2 During the period of reduced services the teacher shall retain all insurance benefits entitled to a full-time teacher as provided by law (Education Code).
- 26.3.3 During the period of reduced services the teacher and the District shall make contributions to the State Teachers Retirement System in the same manner as though the teacher were serving in and paid for full-time service.

ARTICLE 27: RETIREMENT OPTIONS

27.1 General

The following early retirement programs shall be available to certificated employees who meet the qualifications herein set forth.

27.1.1 Except as otherwise specified, the programs described below are separate and shall not be available in combination with one another.

27.1.2 Approval for entrance of a unit member into any of the following programs by the Board of Trustees is subject to all limitations and constraints set forth in the program descriptions below.

27.2 District Plan

27.2.1 Upon mutual agreement between the District and a qualified employee, an early retirement incentive will be available under the following conditions:

27.2.1.1 The faculty member prior to retiring must have reached the following age by the dates indicated below;

June 30, 2007	55
June 30, 2008	56
June 30, 2009	57
June 30, 2010	58

27.2.1.2 The faculty member must have been employed by Central Unified School District in a position requiring certification for the following amount of years by the dates indicated below;

June 30, 2007	10 years
June 30, 2008	12 years
June 30, 2009	15 years
June 30, 2010	20 years

27.2.1.3 The request to participate in the program must be made in writing and submitted to the District prior to February 1 of the retirement year. Accompanying the application shall be a resignation to become effective at the end of the employee's contracted duty year, if the application is accepted.

OR

27.2.1.4 The faculty member is under 55 years of age, but is fully retired under the State Teacher's Retirement System's "Disability Retirement" provisions.

- 27.2.1.5 The faculty member must have been employed by Central Unified School District in a position requiring certification for at least twenty (20) years.
- 27.2.1.6 The faculty member pays the monthly health benefits every month in advance until he/she becomes 55 years of age.
- 27.2.2 The District will review all applications. An application for early retirement under these provisions shall not be denied except for good and sufficient reason based on educational need. The rationale for the rejection of an application shall be rendered in writing within ten (10) working days of the rejection.
- 27.2.3 Participants in the District Plan shall be eligible for continued District-paid insurance as set forth below.
- 27.2.4 It shall be the responsibility of the unit member who has retired under the District Plan to file an application for continued insurance coverage at the end of each calendar year following retirement. If the current employee benefit plan requires payment in any part by the employee, the retired employee shall be responsible for the same amount of cost as active certificated employees of the District. The application for maintenance of retiree insurance coverage will be made on a District provided form no later than December 31 of each year.
- 27.2.5 The insurance plan shall remain in effect from the date of retirement until any of the following occurrences cause termination of the plan:
 - 27.2.6.1 The retiree fails to pay any applicable costs as per paragraph 27.2.6 of this Article.
 - 27.2.6.2 The retiree fails to notify the District of his/her continued participation as per paragraph 27.2.6 of this Article.
 - 27.2.6.3 The retiree dies.
 - 27.2.6.4 The retiree reaches age 65 or whenever he/she thereafter becomes eligible for government sponsored medical insurance whichever occurs first.

27.3 "Golden Handshake" Retirement Provision

- 27.3.1 If the Board of Trustees, in its discretion and by formal action, determines that because of implementing curtailment of or change in the manner of performing services, the best interest of the District would be served by encouraging the retirement of certificated employees, the District shall so notify all certificated employees by posting notice of such action at each school site.
- 27.3.2 Formal action by the governing board to allow unit members to participate in the "Golden Handshake" program shall only occur if

the District determines that a unit member's retirement will result in:

- 27.3.2.1 A net savings to the District and no net cost to the State Teachers System (STRS); or
 - 27.3.2.2 Reduction in number of certificated employees as a result of declining enrollment and no net cost to the District or STRS: or
 - 27.3.2.3 The retention of certificated employees who are credentialed to teach in teacher shortage disciplines including, but not limited to, mathematics and science, and no net cost to the District or STRS.
- 27.3.3 At the time of the District's formal action to allow unit members to participate in the "Golden Handshake" program, the District shall specify the period of participation (window period) which shall be a period of not more than one hundred twenty (120) days or less than sixty (60) days. The member's effective date of retirement must fall within the specified window period.
- 27.3.4 To be eligible to participate in the "Golden Handshake" program, the unit member must meet all requirements of this article and applicable law now or hereafter enacted including, but not limited to, the following:
- 27.3.4.1 The unit member must be eligible to retire under State Law.
 - 27.3.4.2 The unit member must have at least twelve (12) years of service in the District or its predecessor component districts; and
 - 27.3.4.3 The unit member must timely submit a completed retirement application and all other documents and information to STRS and the District sufficient to allow the District and STRS to process the unit member's request for early retirement. In the event a unit member's application for the "Golden Handshake" provision is denied or rejected, any resignation and/or application for retirement may be rescinded by the affected unit member.
- 27.3.5 For unit members eligible to participate in the "Golden Handshake" program, the District shall grant two (2) years of service credit and pay the cost of such service credit and the required administrative costs to STRS. The District shall also complete all required documentation to timely facilitate the unit member's early retirement as required by STRS.

- 27.3.6 The benefits of this "Golden Handshake" program shall only be available during those periods of time and to the extent allowed under applicable law. (See Ed. Code Sections 22726 and 44929).
- 27.4 Early Retirement stipends described herein shall be issued with the employee's final pay warrant from the District. Contribution and use in calculating final compensation shall follow STRS requirements.

27.5 Extended Retiree Health Benefits

Employees with 30 consecutive years of service (Board approved leaves of absence shall not constitute an interruption of service) with the District, and are at least 57 years of age at the time of retirement, shall be provided with fully paid medical benefits for life. The Retiree's spouse shall also be provided with fully paid medical benefits for life and, should the Retiree predecease the spouse, the spouse will continue to be provided with fully paid medical benefits. Medical benefits shall include the following coverage: medical, dental, prescription and vision. In addition, Retiree shall pay for and maintain Medicare Part B coverage for both Retiree and Spouse to be eligible for this benefit. The district agrees to reimburse the Retiree for Part B coverage for Retiree and Spouse. **Those not eligible for Medicare will continue with full medical benefits provided the District.**

Retiree health benefits shall be available as in 27.4 above to eligible employees who retire from the District on or before June 30, 2012.

- 28.1 Employees may be required to use their vehicle in the performance of their duties. Employees who are assigned to more than one (1) school per day shall have access to a district vehicle or be reimbursed for mileage between work sites at the option of the District at the rate set by the Internal Revenue Service.
- 28.2 When the District sends a unit member to a conference or workshop, the District will pay for all reasonable and authorized fees and expenses.
- 28.3 For travel on school business, the District with prior authorization will pay the actual costs incurred while on travel status according to submitted receipts except for meals. Receipts will not be necessary for meal reimbursement as meals will be paid on a per-diem basis according to the following schedule:

Breakfast \$9.00 (if travel begins before 7:00 a.m.)

Lunch \$12.00 (if travel begins before 11:00 a.m.)

Dinner \$22.00 (if travel begins before 7:00 p.m.)

A maximum rate of \$43.00.

Your total meal per-diem will be based upon the time travel begins and ends.

If the cost of the meal is fully covered by the conference fee, no additional reimbursement may be claimed.

Breakfast listed as “continental” are not considered a meal.

- 28.4 Notwithstanding Sec. 28.3, for approved conferences in which the cost of the meal is part of the registration fee, the District will pay the actual cost of the meal.
- 28.5 Prior to reimbursement of any travel or related expenses, the employee shall submit original receipts except meals.

- 29.1 The district and the association shall comply with the provisions of Education Code section 44277 regarding the activities which may be included within an individual teacher's plan for professional growth.
- 29.2 The individual program of professional growth shall be developed and planned by the teacher. Before the teacher begins or amends the plan, the school principal shall certify to the teacher that planned program or amendment complies with state law.
- 29.3 Professional growth for increment step advancement other **than college credits, the course(s) must be related to the teachers professional responsibility and must be pre-approved in writing.** College credit shall be on the basis of 1 unit per **(15)** hours. *The decision regarding approval or denial shall be given to member within 15 working days of submission.*
- 29.4 Lower division college units from a regionally accredited college or university approved in advance in writing by the principal shall be acceptable as a component of a professional growth program.
- 29.4.1 Lower division college units from a regionally accredited college or university approved in advance in writing by the **Assistant Superintendent, HR or designee** shall be acceptable as a component of a professional growth program. *The decision regarding approval or denial shall be given to member within 15 working days of submission.*
- 29.5 The holder of a clear teaching credential may appeal an adverse action by a school principal related to professional growth. The appeal shall be handled pursuant to Education Code section 44278.

**ARTICLE 30: PROCEDURE FOR "NEW" PROBATIONARY CERTIFICATED EMPLOYEE
DISMISSAL OR SUSPENSION DURING THE SCHOOL YEAR**

30.1 Application

This procedure applies to the dismissal or suspension during the school year of probationary certificated employees who probationary period commenced during or after the 1983-84 school year.

30.2 Notice of Dismissal or Suspension

30.2.1 A Notice of Dismissal or Suspension shall be given by the Superintendent at least thirty (30) calendar days prior to the effective date of such action and no later than March 15 of the employee's second probationary year.

30.2.2 The Notice of Dismissal or Suspension shall include a statement of reasons for such action with sufficient particularity to permit the employee to prepare a defense and notice of the opportunity to appeal. In the event of a dismissal or suspension for unsatisfactory performance, a copy of the evaluation conducted pursuant to the Stull Act. (Ed. Code 44664) shall accompany this notice.

30.3 Service of Notice

The written Notice of Dismissal or Suspension shall be served by registered or certified mail or by personal service.

30.4 Suspension

30.4.1 Suspension may be proposed or determined for a specified period of time.

30.4.2 Suspension is without any pay and for a stated number of work or calendar days and may be initially proposed by the Superintendent, recommended by the hearing officer or determined by the governing board.

30.4.3 When suspension is initially proposed by the Superintendent for a specified period of time, no more severe penalty may be recommended by the hearing officer or determined by the governing board.

30.5 Just Cause for Dismissal or Suspension

30.5.1 Unsatisfactory performance as determined by an evaluation as per negotiated contract providing due process is allowed.

30.5.2 Any one or more of the causes specified in Education Code section 44932.

30.6 Request for Hearing

The employee shall file a written request for hearing within fifteen (15) calendar days of receipt of the Notice of Dismissal or Suspension. Filing means receipt in the office designated no later than regular close of business on the last day of the filing period. Failure to file such request in a timely manner shall be deemed a waiver of the right to a hearing and the proposed action shall be effective upon action by the governing board without notice of hearing except as may be required in a board meeting agenda.

30.7 Conduct of Hearing

30.7.1 The hearing shall be conducted by a hearing office.

30.7.2 Non-substantive procedural errors committed by the District, the hearing officer or the governing board shall not affect the decision unless the errors are prejudicial.

30.8. Recommended Decision of the Administrative Law Judge

The hearing officer who presides over the hearing shall submit his/her recommended decision in writing and shall state findings of fact and determinations of the issues.

30.9 Review by the Governing Board

The governing board at its next meeting which is not less than five (5) work days after the recommended decision of the hearing officer is received at the district office, shall act upon that recommended decision. If the board decides not to approve an adverse recommended decision or decides to modify a recommended decision, it shall review the transcript of the proceedings, review the exhibits and listen to oral argument, if requested, as to the sufficiency of cause.

30.10 Judicial Review

Judicial review may be had by filing a petition or writ of mandate in Superior Court within fifteen (15) days of the effective date of the governing board's decision.

ARTICLE 31: MENTOR TEACHER

31.1 Selection Committee Memberships

31.1.1 The District and the Association shall establish a selection committee comprised of nine (9) members. Five (5) of the committee members shall be classroom teachers selected by the certificated classroom teachers. If at all possible no more than two (2) of the five (5) members shall come from any one complex. The four (4) remaining members of the nominating committee shall be administrators chosen to serve on the committee by other school administrators.

31.2 Selection Committee Duties

31.2.1 The selection Committee shall seek applicants for the Mentor Teacher Program from permanent employees who are classroom teachers and shall submit its recommendations to the Governing Board no later the June 1.

31.2.2 In determining its recommendations, the committee shall consider the statutory criteria for qualification.

31.2.3 Classroom observation of candidates shall be conducted by classroom teachers and administrators employed by the District.

31.3 Mentor Teacher Services

31.3.1 Mentor teachers shall be provided a stipend in accordance with the state program for a full year of service as a mentor or a pro-rata share of that amount for less than a full school year of service as a mentor.

31.3.2 Mentor teachers shall not be exempt from extra duty assignments or staff meetings required of other member of the unit.

31.3.3 In addition to all other non-instructional time provided by this contract, mentor teachers may be provided release time for purposes such as: providing assistance to new teachers or experienced teachers, staff development, conferences, etc..

31.3.4 Each mentor teacher shall spend, on the average, not less than 60% of his/her time in direct instruction of pupils.

31.3.5 Mentor teachers shall not participate in the evaluation of any member of the bargaining unit.

31.4 Discontinuance of Program

31.4.1 If State funding for this program is discontinued, the program shall be discontinued.

31.4.2 The Governing Board reserves the discretion to discontinue this program, after notifying the Association.

31.5 General Provision

31.5.1 Unless mutually agreed by the District and the Association the Mentor Program shall be funded by State funds designed for this purpose and shall not be funded by general District funds.

ARTICLE 32: YEAR-ROUND SCHOOLS

32.1 General

The District and CTA have agreed to the provisions of this article in recognition of the special conditions involved in year-round assignments. The parties have also discussed and agreed to mutual goals of providing maintenance and custodial services, supply ordering procedures and alterations in the scheduling of standardized testing to accommodate the special characteristics of the year-round program.

32.2 Communication

A plan for communicating with off-track bargaining unit members shall be contained in each school site handbook. The site administrator shall implement the plan.

32.3 Year-Round Committee

A director of educational services shall, upon request, meet with a committee composed of track leaders and one teacher from each track at each year-round school site to discuss the year-round program no less than twice a year.

32.4 Early Dismissal Days

Any school changing to a year-round program shall be allowed five minimum days prior to implementation for the purpose of allowing staff time for year-round planning meetings.

32.5 Duty Days

The duty year shall not exceed 182 duty days. There will be minimum days for students on each track-out day or a student non-attendance day for track-in day.

32.6 Work Day

Every effort will be made to start the school day at year-round schools earlier in the day during the months of July and August.

32.7 Planning Days

On track-in/track-out working days, working hours shall be mutually arranged between track-in teacher and site principal.

32.8 Step and Column Movement

Step and column change shall be effective upon the commencement of the individual's work year and subject to filing of appropriate notification and documents.

32.9 Track Assignments

Teachers in the Year-Round School shall be given an opportunity to indicate their first, second, and third choice. The site administrator will determine the assignments based upon the following criteria:

- 32.9.1 Certification of employee
- 32.9.2 Training and experience
- 32.9.3 Married employees at the same site be given the same track, if desired.
- 32.9.4 Needs of the District, school program and students
- 32.9.5 If all the above factors are equal, school site seniority shall prevail in implementation year

32.10 Exchange Tracks

If two employees at a school determine that they wish to exchange track assignments for the following school year, they may make a proposal to that effect to the site administrator prior to May 1. If the administrator determines that the school's educational needs can be accommodated by the exchange, the proposal shall be approved. The administrator shall respond as soon as practical, but not later than June 1. The administrator may consider later requests, but final arrangements must be completed by June 30.

32.11 Exchange Days

- 32.11.1 Teachers may voluntarily exchange days with an off track teacher.
- 32.11.2 Teachers need to notify the site administrator at least 72 hours in advance.
- 32.11.3 Teachers will be responsible for arranging exchanges.
- 32.11.4 Pay back will be the responsibility of the teachers involved.

32.12 Class Size

Every effort will be made to balance student population within each track. Regular class size will not exceed district practice of K-33; 1st-3rd - 32; 4th-6th - 35, except in an emergency.

32.13 Support Staff

Upon mutual agreement between a year-round support staff employee (i.e. ESL, RSP, Resource teachers) and the site principal, said employee may work either a school track or cross-track duty year. A support staff bargaining unit member shall be guaranteed the option of 20 consecutive non-duty days. Scheduling of said block shall be by mutual consent of said member and site principal. In addition, winter break shall be observed.

32.14 Extended Year Assignment

School site staff shall be offered an opportunity to fill extended-year positions created due to year-round school before it is advertised outside the school site.

If an employee is requested to work an extended work year and refuses such additional assignment, the district will not involuntarily transfer said employee from primary work site to another work site.

32.15 Substitutes

Unit members who are off-track at the time will be permitted to substitute for on-track teachers.

Substitutes will be called in order from a list constructed by the District giving priority and the right of the first refusal to off-track site teachers expressing a desire to be included on the list.

The salary for such assignment shall be at the district's adopted long-term daily substitute rate.

32.16 Classroom Sharing

Teachers who share a classroom due to rotating room assignments shall share responsibility for maintaining a suitable room environment, with each teacher assuming proportionate responsibility. They shall also cooperate in the utilization of the classroom's storage space, facilities and equipment.

32.17 Working Conditions

Storage - In order to accommodate the special needs of the teachers on rotating tracks, teachers shall be provided at least one locking storage cabinet and one four-drawer filing cabinet.

Moving - There will be special custodial crew assistance for moving materials of roving teachers on track-in/track-out days or special arrangement.

Adequate air conditioning and heating to be provided in each room, including the library, that offers educational services at a year-round school

Maintenance and repair of such equipment shall occur in a timely fashion. The district shall provide alternative solutions if problems with heating and air conditioning are not resolved within two (2) working days. If alternative solutions become necessary, a reasonable effort will be made to correct the problem within ten (10) working days.

32.18 Notice to Cease Year-Round School

If a decision is made to terminate year-round school, affected staff members shall be notified as soon as possible.

32.19 Miscellaneous

No unit member shall be required to participate in any District activity (teacher inservice or education class, etc.) during his/her "off-duty" vacation time. If a bargaining unit member is requested and agrees to participate in such activities, he/she will be paid his/her per diem rate.

ARTICLE 33: SITE-BASED DECISION MAKING

33.1 Purpose:

The purpose of site-based decision making is to provide an opportunity for school employees (management, certificated and classified) and the school community to jointly shape decisions at the school site level in order to improve the teaching-learning process.

The site-based decision making process shall not eliminate informal discussion of possible changes at the school site. The site-based decision making process is intended as the method of communication when a waiver of the district-association collective bargaining agreement is necessary.

33.2 Procedure:

- Step 1. The change originators shall develop a written proposal which will include the educational purpose, the methods by which the proposal is to be evaluated, its fiscal impact and any other information of importance.
- Step 2. The proposal shall be reviewed by a School Leadership Team which shall be composed of at least one management person, one classified person and a representative number of certificated staff (at least one, no more than five). Membership of the school leadership team will be representatives who are appointed by their peers.
- Step 3. The School Site Leadership Team shall develop and facilitate a process for consideration of the proposal by all site employees.
- Step 4. All site employees, the Superintendent, and the Association President shall receive a written copy of the proposal and have ample time to discuss and develop the proposal with the input of all affected staff.
- Step 5. When consensus has been reached by all certificated staff at the site, including certificated management staff, the final proposal shall be submitted to the School Leadership Team, who shall be responsible for its implementation and oversight.
- Step 6. If consensus cannot be reached, then the matter being considered shall be put to a vote and voted on by the members that are affected with the decision of a majority vote of two-thirds (2/3) or more.

33.3 Waiver Process:

Prior to implementation, the proposal will be submitted to the Association President and the District Personnel Office in the form of a waiver request. The District and the Association shall discuss the waiver request. If the District and the Association agree to the waiver request, the waiver shall be valid for a specified period of time, up to one year. All proposals will automatically sunset one year from their implementation unless an extension of time has been granted. Extension of time may be considered through additional waiver requests.

33.4 Memorandum of Understanding:

Upon final acceptance of the proposal through the District's agreement to the waiver request, a Memorandum of Understanding shall be developed between the District and the Association.

33.5 Compliance with Law:

All proposals must be consistent with the Education Code and other requirements of law.

33.6 Proposal Review:

Before the District and the Association consider any waiver requesting an extension of time, the site staff shall evaluate the proposal's effectiveness and submit a written review of the proposal to the School Leadership Team, the District Personnel Office and the Association President.

33.7 Duty to Bargain Working Conditions:

Nothing in this article shall be interpreted as removing from the Association its duty to bargain working conditions for all members of the bargaining unit.

33.8 Sunset:

This article will remain in affect throughout the term of this contract.

ARTICLE 34: FULL INCLUSION

- 34.1 A full inclusion planning team, consisting of the child's parent, the classroom teacher(s), a site administrator, school nurse, psychologist, counselor, and other members as deemed appropriate shall be organized at each site with an individual with exceptional needs (IWEN). This team could be the current School or Child Study Team.
- 34.2 This team will make all recommendations regarding the educational program for the IWEN's program. Recommendations may include additional district supplied funds and/or instructional aide time for implementation. The team will also evaluate the class size impact of IWENs student and make appropriate recommendations to the Assistant Superintendent of Instruction.
- 34.3 Staff development/training shall be provided and release/substitute time up to three (3) days per year allocated for teachers with IWENs students.
- 34.4 The IWENs classroom teacher will not be asked nor expected to conduct necessary medical procedures.
- 34.5 The District shall not assign an IWENs student to a classroom without at least a twenty-four (24) advance notice to the classroom teacher. The advance notice includes a complete copy of the IEP and/or any information regarding the student.

ARTICLE 35: TEACHER INTERNSHIP PROGRAM CSU-FRESNO

- 35.1 A participant in the Teacher Internship Program will be a member of the Central Unified Teacher's Association bargaining unit.
- 35.2 A participant will be paid 7/8 of the appropriate salary and 1/8 of their salary will be paid to CSUF for administration/supervision fees. Participant will be entitled to the same health and welfare benefits afforded to full-time bargaining unit members.
- 35.3 Time spent as an intern will not be counted toward tenured status.
- 35.4 The District will participate in the Internship Program with local universities only and for the specific as declared in the Declaration of Need for Qualified Educators.
- 35.5 A member of the Central Unified Teacher's Association shall serve on the Teacher/Intern Advisory Council for the duration of the training period. The District will provide for a substitute, if required, to participate in committee activities. If during non-duty hours, the committee member will be compensated at the district adopted home/hospital instruction rate.
- 35.6 An individual internship shall not exceed two years.
- 35.7 Renewal for the internship program shall be negotiated annually during the collective bargaining process.
- 35.8 Copy of annual Declaration of Need for Qualified Educators.

- 36.1 Any individual contract between the Board and an individual heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement.
- 36.2 This Agreement shall supersede any rules, regulations or practices of the Board which are or may in the future be contrary to or inconsistent with its terms.
- 36.3 A teacher's notification to the Board that he/she intends to resign shall remain revocable until such time as the Superintendent or his designee accepts it. In the event that the Superintendent denies a teacher's request to rescind his/her resignation, he/she may appeal to the Board provided that the request was made to the Superintendent within three (3) days of his acceptance.
- 36.4 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.
- 36.5 "Teacher" and "employee" refers to any employee who is included in the appropriate unit as defined in Article II and, therefore, covered by the terms and provisions of this Agreement.
- 36.6 "Daily Rate of Pay" means the teacher's annual salary divided by the number of days he/she is required by the Board to be present at school.
- 36.7 Central Unified Teacher Association (CUTA) meetings will be held the first Monday of the month. The District will be respectful of this date and will not require or request association members to attend district meetings. However, if the meeting is for completion of teacher credential program or state mandates every effort will be made not to hold a meeting on the first Monday of the month

- 37.1 Mandatory improvements in teacher benefits that are provided in this Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or Federal law shall be incorporated into this Agreement. The District reserves the right to negotiate the impact of any such improvement.
- 37.2 Reduction or elimination of teacher benefits which are brought about the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten (10) days of each amendment or repeal to negotiate for the purpose of restoring such benefits in this Agreement.

ARTICLE 38: SAVINGS PROVISION

- 38.1 If any provision of this Agreement is held by the highest court of this State or by the Supreme Court to be contrary to law, then such provision will be deemed invalid, to the extent required by such court decision, but all other provisions shall continue in full force and effect. Moreover, the parties shall meet as soon as possible after such court decision to renegotiate the provision or provisions affected.

ARTICLE 39: EFFECT OF AGREEMENT

39.1 It is understood and agreed that the specific provisions in this Agreement shall prevail over present and past District practices, procedures, and regulations, and over State Laws to the extent permitted by State Law, and that in the absence of specific provisions in the Agreement, such practices, procedures, and regulations shall remain within the power of the District consistent with the Education Code.

All other language in the Collective Bargaining Agreement remains as status quo.

ARTICLE 40: TERM OF AGREEMENT

40.1 This agreement shall remain in full force and effect up to and including June 30, 2010. If the Association chooses to modify or amend this Agreement, it must notify the district by April 1, of the scheduled re-opener year, by giving the District by that date ten (10) copies of its full and complete proposal for a successor agreement.

For the 2009-2010 fiscal year, the parties agree that negotiations may be reopened on proposed changes in this Agreement at any time by mutual consent of the parties.

ARTICLE 41: PEER ASSISTANCE AND REVIEW (PAR)

Peer Assistance and Review Agreement

41.0 Program Components

41.1 There shall be a Peer Assistance and Review (PAR) Program, hereafter referred to as “Program”, for all teachers. The PAR Program provides a mechanism whereby exemplary teachers assist other teachers in the areas of subject matter knowledge, teaching methodology, and teaching strategies. The Program shall have three components:

41.1.1 Permanent Teacher Peer Assistance Program (mandated): This component shall provide peer assistance to permanent teachers who receive two or more ‘unsatisfactory’ marks on their performance evaluation in the areas of subject matter knowledge, teaching methodology, and teaching strategies.

41.1.1.1 Teachers receiving two or more ‘unsatisfactory’ marks on a performance evaluation, in the areas of subject matter knowledge, teaching methodology, and teaching strategies, will be referred to the PAR Program by the site administrator or designated evaluator for assistance under this Program.

41.1.2 Voluntary Teacher Peer Assistance Program: This component shall provide assistance to teachers (permanent or emergency credentialed) who volunteer for the Program.

41.1.2.1 Teachers desiring assistance in improving their teaching practices, may apply to the Program for such assistance on a
a confidential basis. The PAR Panel shall have the authority to accept or reject such referrals.

41.1.2.2 If a teacher is accepted into the PAR Program as a volunteer, documentation will not be placed into the personnel file as long as participation continues on a voluntary basis.

41.1.3 Staff Development Program: This component provides:

41.1.3.1 Professional development for mandated and voluntary PAR teachers.

41.1.3.2 Staff development opportunities for all teachers district-wide addressing subject matter knowledge, teacher methodology, and effective teaching strategies. These funds can be used only after the District has provided basic in servicing in these areas and only with the approval of the PAR Panel. The Panel will select the trainers with the qualifications as outlined in 1.7.

41.2 Peer Assistance and Review Panel

- 41.2.1 The Program shall be governed by the PAR Panel composed of seven (7) members, four (4) of whom shall be certificated teachers selected by the Association. The remaining members of the Panel shall be certificated administrators selected to serve on the Panel by the superintendent/designee. A quorum for the Panel meetings shall be two-thirds of the membership. Decisions shall be made by consensus when possible. Should a vote be required, action must be taken on an affirmative vote of at least five (5) members of the seven (7) member Panel.
- 41.2.2 Panel members will be selected by September 1 of each year and serve staggered terms of two (2) years with two (2) teachers and two (2) administrators serving their first term of three (3) years and the two (2) years there after.
- 41.2.3 Qualifications for the teacher members of the Panel shall be the same qualifications for a peer coach.
- 41.2.4 If a CUTA member of the Panel leaves prior to the completion of his/her term, the vacant position shall be filled for the remainder of the term by selection of the Association.
- 41.2.5 The PAR Panel shall be responsible for:
- 41.2.5.1 Establishing its own rules of procedure;
 - 41.2.5.2 Selecting its own chairperson;
 - 41.2.5.3 Providing annual training for PAR Panel members;
 - 41.2.5.4 Establishing a procedure for application and selecting of peer coaches;
 - 41.2.5.5 Selecting peer coaches and in-service trainers;
 - 41.2.5.6 Arranging appropriate training for peer coaches, in-service trainers and site administrators/evaluators;
 - 41.2.5.7 Accepting referrals for permanent teachers peer assistance from principals/evaluators;
 - 41.2.5.8 Accepting or rejecting voluntary requests for assistance from individual teachers;
 - 41.2.5.9 Any decision about eligibility for volunteers to the Program;

- 41.2.5.10 Sending written notification of participation in the PAR Program to the participating teacher, peer coach, and the principal/evaluator;
- 41.2.5.11 Meeting at least 4 times annually to review the work of the coaches with their caseloads. Generally, the Panel shall meet within the Panel members' workday; however, work after 3:30 PM shall be compensated at the Home/Hospital rate;
- 41.2.5.12 Monitoring the work of peer coaches and their documentation;
- 41.2.5.13 Reviewing peer review reports, prepared by peer coaches;
- 41.2.5.14 Monitoring the progress of permanent teacher peer assistance, including making reports to the Board of Trustees regarding PAR Program participants, and informing the Board of the names of PAR participants who have not demonstrated 'satisfactory improvement' after receiving sustained assistance from a peer coach. All reports pursuant to this provision shall be made to the Board not later than eight (8) months after the development of an Individual Assistance Plan (IAP).
- 41.2.5.15 After receiving proposed budget recommendations from Instructional Services, the Panel may revise, augment and approve expenditures for the year, subject to Board approval;
- 41.2.5.16 Annually evaluating the impact of the Program in order to improve its effectiveness. The Program evaluations shall be presented to the Association and the Board at a regular meeting no later than the last Board meeting in May.

41.2.6 A Panel member shall neither participate in discussion nor vote on any matter in which he/she has a personal conflict of interest.

41.3 Peer Coaches

- 41.3.1 The number of coaches shall be determined by the number of eligible participants in the PAR Program and funding available from the state for the Program.
- 41.3.2 Coaches shall have staggered terms. Approximately half the coaches shall have two (2) year terms and the remainder three (3) year terms. After this start-up period, each coach shall have, but not limited to, a three (3) year term. A peer coach may submit an application to serve another term of service.
- 41.3.3 The parties do not see this position as a part of the career ladder of an

individual who seeks to be an administrator in the District.

- 41.3.4 Coaches must be selected by the PAR Panel and they are assigned by the Panel to assist another teacher who is in need of development of subject matter knowledge, teaching methodology, or teaching strategies.
- 41.3.5 In order to be selected as a peer coach, a teacher must possess the following requisite minimum qualifications:
 - 41.3.5.1 A teacher with permanent status and possessing a clear credential;
 - 41.3.5.2 Five (5) years of recent classroom teaching experience;
 - 41.3.5.3 Demonstrated exemplary teaching ability as provided by Education Code Section 44500 © and reflected in the applicant's performance evaluations;
 - 41.3.5.4 Effective leadership skills;
- 41.3.6 Peer coaches shall be selected in the following manner:
 - 41.3.6.1 Candidates must file an application with the Panel;
 - 41.3.6.2 Panel members may observe candidates for peer coach teaching in their classrooms prior to the selection. Observations and interviews will be arranged with the site administrator and the candidate;
 - 41.3.6.3 The Panel may establish additional procedures for selecting peer coaches, which shall be made known in advance to all candidates;
 - 41.3.6.4 Selection of a peer coach shall be by an affirmative vote of five (5) of the seven (7) Panel members;
- 41.3.7 Coaches shall have responsibility for a maximum of two (2) teachers, each of whom shall receive a minimum of twenty (20) hours of assistance for a voluntary participant and forty (40) hours of assistance for a mandated participant per six (6) month period beginning with the preparation of the IAP.
- 41.3.8 Teachers participating in the PAR Program may select his/her coach from the list of coaches provided by the PAR Panel according to the skills that the coaches have and the skills the teachers need. The Panel will have final approval of the coach-participant pairing.

- 41.3.9 The peer coach, participating teacher and the site principal / evaluator shall prepare an IAP which outlines the assistance to be provided as well as the timeline.
- 41.3.10 Teachers who function as peer coaches shall receive a stipend based on 5.8 of Step 1 Class 4 of the Certificated Salary Schedule within a six (6) month period.
- 41.3.11 Teachers may serve as 1) peer coaches, 2) trainers or 3) both.
- 41.4 Permanent Teacher Peer Assistance Program (mandated)
- 41.4.1 The purpose of this Program is to provide assistance and renew quality teaching and offer remediation to permanent teachers whose performance has been evaluated with two (2) ‘unsatisfactories’ in the areas of subject matter knowledge, teaching methodology, and teaching strategies by the site principal/evaluator.
- 41.4.2 The Program shall be limited to addressing those areas of performance set forth in the evaluation document listed as ‘unsatisfactory’ in any of those three areas.
- 41.4.3 Assistance provided by the peer coach shall focus in the specific areas recommended for improvement by the participating teacher’s evaluator based upon the ‘unsatisfactory’ ratings in the performance evaluation that resulted in the referral to the PAR Program.
- 41.4.4 Assistance and remedial efforts and activities shall be intense and multifaceted, and shall be preceded by a conference within six (6) weeks from the time the teacher receives the ‘unsatisfactory’ performance evaluation. The conference shall involve the teacher being referred, the evaluator who evaluated the teacher, and the coach, to begin the development of the IAP. If the teacher so desires, the Association shall provide representation in this meeting.
- 41.4.5 The assistance will be a minimum of two (2) twenty (20) hour blocks, up to a maximum of four (4) twenty (20) hour blocks.
- 41.4.6 The assistance shall be provided by the peer coaches under this article and shall be closely monitored by the PAR Panel.
- 41.4.7 The course of assistance shall include, but not be limited to, one or more of the following:
- 41.4.7.1 Multiple classroom observations by the peer coach;
 - 41.4.7.2 Assistance specific to the area of subject matter knowledge, teaching methodology, or teaching strategies, which has been evaluated to be ‘unsatisfactory’;

- 41.4.7.3 Opportunities for the teacher receiving assistance to observe exemplary practice, either by peer coach or other exemplary teachers;
- 41.4.7.4 District-provided professional development opportunities;
- 41.4.7.5 Conference attendance, often in the company of the peer coach, to facilitate reflection on how this experience fits into the IAP;
- 41.4.7.6 Other forms of assistance which the peer coach and the Panel may provide; and
- 41.4.7.7 The parties understand that every possible subject matter competency may not be available within the corps of coaches, and therefore, it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the peer coach shall maintain prime responsibility for the IAP, but may function more like a case carrier who assures the availability of appropriate resources.

41.4.8 Communication and consultation with the principal/evaluator shall be ongoing.

41.4.9 Nothing in this article precludes the principal/evaluator or the District from doing informal observations nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of his/her professional obligations.

41.4.10 Written interim peer review reports will be submitted to the Panel by the peer coaches with time logs, every four (4) weeks. The coach shall share all written and verbal evaluation reports during a conference with the teacher, prior to submission to the Panel. A copy of the written reports will be provided to the principal/evaluator.

41.4.11 The peer coach shall submit an oral and a written final report regarding the teacher's participation to the PAR Panel no later than seven (7) months after IAP. This report shall describe the measures of assistance provided to the teacher and describe the results of the assistance in the areas or areas recommended for improvement. The final report shall become a part of the permanent teacher's personnel file. The teacher shall have the opportunity to attach his/her comments.

41.4.11.1 The teacher and principal/evaluator may be present for the coach's presentation and will be given the opportunity to respond to the report.

41.4.12 The Panel shall deliberate whether:

- 41.4.12.1 The teacher is now 'proficient' in the areas evaluated, or
- 41.4.12.2 The Panel and peer coach feel there should be more assistance, or
- 41.4.12.3 The Panel and peer coach do not consider that further assistance and remediation will be successful with reasons in support of this conclusion.

41.4.13 Notwithstanding the above, and while the term of this assistance shall be normally six(6) months, the assistance may be extended if the Panel believes progress is being made, although the permanent teacher may not have returned to a 'proficient' level of performance.

41.4.14 The deliberations of the Panel shall be closed and confidential. Panel decision shall be based on the information provided by the coach, the principal/evaluator, and the permanent teacher or his/her Association representative.

41.4.15 Neither the teacher, coach, nor principal/evaluator may be present during deliberations of the Panel, which are confidential. The Panel may request additional information from any teacher, coach, or principal/evaluator involved in the program.

41.4.16 The decision of the Panel shall be reported to the teacher, the coach, the principal/evaluator, the Association representative, if requested by the teacher, in conference with the superintendent/designee.

41.4.17 The Panel shall report their 'unsatisfactory' findings to the Board of Trustees.

41.5 Permanent Teacher Due Process Rights

41.5.1 The permanent teacher shall be entitled to review all reports generated by the peer coach prior to submission to the Panel and to have affixed there to his/her comments. To effectuate this right, the peer coach shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to any such meeting.

41.5.2 The permanent teacher shall have the right to be represented by the association in any meetings of the Panel to which they are called, and shall be given reasonable opportunity to present his/her point of view concerning any report being made.

41.5.3 The permanent teacher shall have the right to timely progress reports.

41.5.4 The permanent teacher shall have the right to present reasons why a specific peer coach should be replaced and another coach substituted and to have those reasons considered.

41.5.5 A teacher shall not have access to the grievance process to challenge the content of reports, or decisions by Panel, but may file responses which shall become part of the official record of the intervention.

41.5.6 This Program in no manner diminishes the legal rights of bargaining unit members.

41.6 Voluntary Teacher Peer Assistance Program

41.6.1 A teacher may volunteer for the peer assistance program. The PAR Panel may determine whether the teacher may participate in the program. All participants referred to the PAR Program based on an unsatisfactory performance evaluation will be served prior to accepting any voluntary participants.

41.6.2 The voluntary participant will have an assistance program of a minimum of twenty (20) hours and a maximum of eighty (80) hours.

41.6.3 The coach and teacher will meet to determine the volunteer teacher's needs and jointly develop an IAP. This plan will draw from the course of assistance that is available through the PAR Program enumerated in 1.4.7 and include timelines.

41.6.4 Coaches will provide oral and written feedback documentation to the volunteer teacher. Communication between a voluntary participant and his/her coach concerning participation in the Program shall remain confidential.

41.6.5 Documentation will not be placed in the personnel file only so long as participation continues to be on a voluntary basis.

41.6.6 The voluntary teacher may terminate his/her participation in the Program at any time.

41.7 Staff Development Program

41.7.1 Trainers will have effective leadership skills, professional development knowledge, and an expertise in a needed area.

41.7.2 Trainers (non-Instructional Services staff) will be compensated in the following manner:

41.7.2.1 A stipend at the Home/Hospital hourly rate (based on eight (8) hours) will be provided for preparation for full day trainings. A stipend at the Home/Hospital hourly rate (based on four(4) hours) will be provided for preparation for half-day trainings, including minimum day trainings.

41.7.2.2 Trainers will be compensated at the Home/Hospital hourly rate when presenting outside the contracted duty day.

41.7.2.3 Trainers conducting one-on-one or small group follow-up session/meetings will be compensated at the Home/Hospital hourly rate when presenting outside the contracted duty day.

41.7.2.4 Support funds for duplication of materials, supplies, and other training materials will be allocated to trainers on an as-needed basis.

41.7.2.5 Outside contracted trainers' payment will be agreed upon by the PAR Panel.

41.7.3 Funds supporting out of district professional development opportunities will be available for PAR teachers as determined by the PAR Panel.

41.7.4 Teachers may serve as 1) trainers, 2) peer coaches, if qualifications are met, or both.

41.8 Miscellaneous Provisions


41.8.1 Expenditures for the Program shall not exceed revenues received from the state for the PAR Program.

41.8.2 Funds shall be set aside to allow for release days and/or conferences as developmental tools for teachers, peer coaches, and PAR Panel members.

41.8.3 It is the intent of the District and Association that this article remain in effect for as long as specific state funding for the California Peer Assistance and Review Program for Teachers is received by the District. If State funding for the PAR Program is eliminated, the article shall expire and have no force or effect without the need for further action by the District or the Association. The District shall notify the Association in writing that the PAR Program has been eliminated by the state.

41.8.4 The District and the Association agree that this article shall be reopened if either the Education Code section 44500 et. Seq. Or the state's implementation guidelines or regulations are modified in any manner that may adversely impacts a term of this article. The parties further agree that this article may be reopened at any time by mutual agreement.

41.9 Retention of Education Code Rights: Nothing herein shall modify or in any manner affect the rights of the Governing Board/District or teacher under provisions of the Education Code relating to employment, classification, retention, or non-retention of certificated staff.

- 41.9.1 Nothing herein shall modify or affect the District's rights to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code section 44938.
- 41.10 Hold Harmless: The District shall hold harmless the members of the PAR Panel and the peer coaches for any liability arising out of their participation in this program as provided by Education Code 44503 ©. All legal costs for the above will be borne by the District.
- 41.11 Confidentiality: All proceedings and materials related to the administration of this program shall be strictly confidential. Therefore, Panel members and coached may disclose such information only as necessary to administrate the Program.
- 41.12 Records: Documents and writings relating to an employee's participation in the PAR Program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code section 6250 et. Seq.).
- 41.13 Non-Management/Supervisory Status: Functions performed by the teacher Panel members and/or peer coaches pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of Section 3540.1 of the Government Code.
- 41.14 Association Representation: A participating teacher has the right to be represented throughout these procedures by the Association representatives of his/her choice.
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ARTICLE 42: JOB SHARING

- 42.1 Job sharing agreements shall be effective for one (1) fiscal year (school year) at a time beginning on or after July 1st and ending by June 30th of the subsequent year.
- 42.2 Job sharing shall refer to two (2) certificated employees under contracts sharing one (1) full time teaching assignment (100% FTE).
- 42.3 Job sharing shall be considered for only full time teaching assignments (100% FTE).
- 42.4 (Renewal) of an existing job share shall be filed with the District no later than March 1st.
Requests for a (New) job sharing assignment for the following fiscal year shall be filed with the District no later than May 1.
- 42.5 A request must be submitted in writing from the employee(s) with the support of his/her principal/supervisor indicating the goals, structure and implementation of the job share assignment and how the job share shall not disrupt the learning opportunities of the students involved. Elementary requests are to be sent to the Director of Elementary Education and Secondary requests are to be sent to the Director of Secondary Education who will then present the plan to superintendent's cabinet for review.
- 42.6 The District shall approve or deny requests and notify, in writing, the applicants of its decision for (Renewals) by March 15 and (New) job shares by May 15.
- 42.7 Teachers who are working under a job share agreement shall both assume the additional responsibilities as outlined in Article 8.5, including parent conferences.
- 42.8 It is understood that if a full time certificated employee or a new certificated employee agrees to a job share, they have resigned from their 100% position (Voluntary Reduction). The teacher(s) involved in this job share will retain their district seniority; receive pro-rated credit towards retirement, sick leave and pro-rated credit towards salary movement.
- 42.9 Advancement on the salary schedule shall be at the rate of one (1) step for each full year of experience. Credit less than a full FTE (100%) employee will be pro-rated. (i.e. credit toward step advancement on the salary placement shall require two (2) years at 50% employment for one step of advancement.)
- 42.10 The job share contract shall not disrupt the learning opportunities of the students involved. A withdrawal of one of the job share certificated employee(s), named in the agreement thus invalidates the agreement. Therefore, the remaining partner in the job share shall assume the contract on a full time basis.

42.11 Employees working under an approved job share agreement for a regular full time position shall be entitled to a choice option in the District's contribution for insurance as follows:

- A. On a pro-rata basis for each participant; or
- B. By mutual agreement between both participants in writing, full District coverage on one of the two participants as outlined in Article 9.

Choice of coverage shall be effective for the duration of the job share agreement and may not be switched back and forth between the two participants. [*Two (2) years see 42.12*]

42.12 Job sharing agreements for health benefits contribution (42.11) are for a two (2) year period as long as the same two (2) unit members sharing the same one (1) teaching assignment have been renewed for a subsequent year.

42.13 In the event the unit member(s) or the District decide not to renew the agreement for the subsequent year the District will place the unit members in a full time assignment if available. The unit member will be assigned the first available full time teaching position for which he/she is certificated to teach.

43.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control the District to the full extent of the law.

43.2 Included in, but not limited to, those duties and powers is the right to:

1. Determine its organization;
2. Direct the work of its employees;
3. Determine the times and hours of operation;
4. Determine the kinds and levels of service to be provided and methods and means of providing them;
5. Establish district-wide educational policies, goals and objectives;
6. Insure the rights and educational opportunities of students;
7. Determine staffing patterns;
8. Determine the number and kinds of personnel required. Prior to the district giving notice to unit members of layoff for lack of work or lack of funds, the Association shall be notified of the District's intentions;
9. Maintain the efficiency of District operations;
10. Build, move or modify facilities;
11. Establish budget procedures and budgetary allocation;
12. Determine the methods of raising revenue;
13. Take action on any matter in the event of an emergency;
14. The right is retained to:
 - (a) Hire
 - (b) Classify
 - (c) Assign or reassign
 - (d) Evaluate
 - (e) Promote
 - (f) Terminate
 - (g) Discipline

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

43.4 The District will fully enforce the provisions Education Code sections 44420, 44842 and Title 5, California Code of Regulations, Section 5500 regarding notice of resignation and intent to return for all certificated employees.

APPENDIX A

A. Rules for Stipends and Initial Placement and Advancement on Salary Schedule

1. Classification Requirements

Class 0 - (BA+/-30 units) Non Fully Credentialed Teachers

CLASS 0 teachers hired prior to 2/12/01 will remain at their then current salary until receipt of a Preliminary California Teaching Credential.

CLASS 0 (BA +/- 30) Non Fully Credentialed Teachers hired after 2/13/01 shall begin and remain at an annual salary of \$32,841 until receipt of a Preliminary California Teaching Credential.

Once they have received they preliminary teaching credential CLASS 0 Teachers shall be placed on salary schedule at the beginning of the next school year and given credit on a year for year basis from their time of initial employment as a teacher with Central Unified.

Class I - Bachelors Degree Plus 30 Upper Division Semester Units

Class II - Bachelors Degree Plus 45 Upper Division Semester Units

Class III - Bachelors Degree Plus 60 Upper Division Semester Units

Class IV - Bachelors Degree Plus 75 Upper Division Semester Units

2. Employees shall be given credit on a year-for-year basis at the time of initial placement on the salary schedule for previous teaching experience. Experience for salary schedule placement purpose shall include all experience in positions requiring certification qualifications.
3. Employees shall be placed on the appropriate class of the Salary Schedule in accordance with the degrees and advanced preparation they have completed.
4. Upon initial employment, salary payments shall be delayed until all verifications are completed and on file.
5. For advancement on the salary schedule, the District will permit 15 Units in a given year, allowing for a maximum of one horizontal salary movement.
6. Audited courses will not be counted for advancement on the salary schedule.
7. Advancement on the salary schedule shall be at the rate of one (1) step for each full year of experience. Credit less than a full FTE (100%) employee will be prorated. (i.e. credit toward step advancement on the salary placement shall require two (2) years at 50% employment for one step of advancement.) Certificated bargaining unit members shall receive an annual longevity stipend as follows: (Central Unified District Service Only.)
 - 21-25 years \$800.00
 - 26 + years \$1000.00

8. Employees contemplating a change of classification because of additional course work during summer, must file, in the personnel office, a notice of intention to do so by the second Monday of January, and must submit a verification of completion by September 1 in order to qualify for a new classification.
9. An employee must receive a grade of "C" or better or "pass" or "credit" in upper division college courses for initial placement or while attempting to qualify for a higher classification, or that course shall not be counted for classification credit.
10. Unit conversion - Quarter Units are converted to Semester Units by multiplying the quarter by two-thirds (2/3).
11. Employees with less than a Bachelor's Degree plus 30 units will be paid \$1,000 less than Class I and may advance no higher than Step 7.
12. The Master stipend will be indexed to the negotiated salary schedule percentage increase each year if any. The current Masters stipend is an annual increment of \$805.00 which will be paid to teachers with a Master's Degree or 90 upper division units, but not both.
13. All units to be applied for advancement on a salary schedule shall be upper division education units or in the area of the employees designated subject area of their credential. All other units shall be **pre-approved** by the ~~Director of Personnel~~ **Assistant Superintendent, HR or designee**.
14. New hires to accept with contracted stipend as outlined in (C-1,C2,D-1, D-2, D-3)

Effective with the ratification of this contract, all new hired bargaining unit members in Physical Education and Performing Arts in grades 7-12 will, if requested at the time of their employment, accept no more than two (2) extra-pay stipend contracts annually unless the employee volunteers to do more than the required two (2) extra-pay stipend contracts annually.

1. Such personnel shall be afforded extra-pay contracts with due regard for the teacher's level of experience and/or competencies of bargaining unit members subject to this provision.
2. Such personnel shall be subject to the conditions specified immediately above for the initial six years of employment within the District.

Bargaining unit members who refuse to accept or perform such assignments, if requested, will be subject to reassignment according to then current ed code and contract language.

15. Stipends purposed for modification under C1 and C2 and to be added to D1.

BCC or BCLAD	.0178
LDS/CLAD/SB 1969 or any other EL Certification	.0105

Any bargaining unit member hired after January 1, 2003 shall be ineligible to receive the above stipend, as it is now a requirement in the granting of a teaching credential.

Bargaining unit members currently receiving extra pay per the above stipends and factor shall continue to be paid in accordance with the terms of conditions of the contract agreement for stipends for ELL Certification (10/99). Those bargaining unit members currently not participating in the stipend shall continue to eligible in the future.

16. Any bargaining unit member hired after January 1, 2003 who is assigned/accepts an initial or "NEW" extra pay assignment shall be paid at the factor times CLASS I STEP I rate. (i.e. High School Dept. Head Step 1 .0315 times \$40,711 = \$1282.40) Bargaining unit members currently employed prior to January 1, 2003 who are in, assigned/accepts an extra pay assignments shall be paid at the factor times CLASS IV STEP I.
17. Stipends, when authorized are paid to bargaining unit members who accept extra assignments that require time and effort that extends beyond the normal seven and half (7 ½) hour workday. Employees will perform said extra duties in addition to their regular full time assignment, including preparation period.
18. No unit member ***shall be required*** to participate in any District activity (teacher in-service or education class, etc.) during his/her "non-duty" time. If a bargaining unit member is requested and agrees to participate in such activities, he/she will be paid his/her per diem rate.

The District will not compensate teachers for time spent on credential maintenance or accumulation of classification credits.

APPENDIX A-1

CENTRAL UNIFIED

Certificated Salary Schedule

2008-2009

182 Days

CLASS 0 (BA +/- 30) Non Fully Credentialed Teachers

SALARY \$32,841 - FOR NEW HIRES, CURRENT CLASS 0 TEACHERS (2000-01) WILL
REMAIN AT THEIR CURRENT SALARY

UNTIL RECEIPT OF VALID CALIFORNIA TEACHING CREDENTIAL.

	CLASS I BA + 30		CLASS II BA + 45		CLASS III BA + 60		CLASS IV BA + 75	
	Yearly Rate	Daily Rate	Yearly Rate	Daily Rate	Yearly Rate	Daily Rate	Yearly Rate	Daily Rate
1	\$40,711	\$223.69	\$42,238	\$232.08	\$44,075	\$242.17	\$45,994	\$252.71
2	\$42,338	\$232.63	\$43,864	\$241.01	\$45,705	\$251.13	\$47,634	\$261.73
3	\$43,968	\$241.58	\$45,488	\$249.93	\$47,339	\$260.10	\$49,277	\$270.75
4	\$45,595	\$250.52	\$47,111	\$258.85	\$48,971	\$269.07	\$50,918	\$279.77
5	\$47,221	\$259.46	\$48,737	\$267.79	\$50,602	\$278.03	\$52,562	\$288.80
6	\$48,852	\$268.42	\$50,361	\$276.71	\$52,236	\$287.01	\$54,208	\$297.85
7	\$50,479	\$277.36	\$51,987	\$285.64	\$53,871	\$295.99	\$55,850	\$306.87
8	\$52,110	\$286.32	\$53,614	\$294.58	\$55,504	\$304.97	\$57,493	\$315.90
9	\$53,740	\$295.27	\$55,239	\$303.51	\$57,136	\$313.93	\$59,137	\$324.93
10	\$55,370	\$304.23	\$56,862	\$312.43	\$58,769	\$322.91	\$60,781	\$333.96
11	\$56,997	\$313.17	\$58,489	\$321.37	\$60,403	\$331.88	\$62,422	\$342.98
12			\$60,114	\$330.30	\$62,034	\$340.85	\$64,064	\$352.00
13					\$63,665	\$349.81	\$65,704	\$361.01
14							\$67,347	\$370.04
15							\$68,989	\$379.06
16							\$70,631	\$388.08
17							\$72,276	\$397.12
18							\$73,917	\$406.14
19							\$75,559	\$415.16

MA or 90 units will be paid \$805.

APPENDIX B
CENTRAL UNIFIED

Psychologist Salary Schedule
2008-2009

	Yearly Rate	Daily Rate
Step 1	\$59,312	\$325.89
Step 2	\$66,646	\$366.19
Step 3	\$67,908	\$373.12
Step 4	\$72,459	\$398.13
Step 5	\$76,809	\$422.03

Counselor Salary Schedule
2008-2009

	Yearly Rate	Daily Rate
Step 1	\$50,827	\$279.27
Step 2	\$54,655	\$300.30
Step 3	\$58,767	\$322.90
Step 4	\$63,192	\$347.21
Step 5	\$67,947	\$373.34
Step 6	\$73,060	\$401.43

APPENDIX B-1

CENTRAL UNIFIED SCHOOL DISTRICT

July 1, 2008 – June 30, 2009

SPEECH THERAPIST SALARY SCHEDULE

2008-2009

	Yearly Rate	Daily Rate
Step 1	\$ 46,214.00	\$253.92
Step 2	\$ 52,816.00	\$290.20
Step 3	\$ 59,418.00	\$326.47
Step 4	\$ 66,020.00	\$362.75
Step 5	\$ 72,622.00	\$399.02
Step 6	\$ 79,337.00	\$435.92

NURSES SALARY SCHEDULE

July 1, 2008 – June 30, 2009

2008-2009

	Yearly Rate	Daily Rate
Step 1	\$ 46,214.00	\$253.92
Step 2	\$ 52,816.00	\$290.20
Step 3	\$ 59,418.00	\$326.47
Step 4	\$ 66,020.00	\$362.75
Step 5	\$ 72,622.00	\$399.02
Step 6	\$ 79,337.00	\$435.92

APPENDIX C-1

Extra Assignment Pay Schedule
Elementary School
(K-6 and K-8)

	Step 1	Step 2	Step 3
*Athletic Director (K-8)	.042	.0452	.0483
*Athletic Director (K-6)	.042	.0452	.0483
*Coaching Assignments: Volleyball, Football, Basketball, Track and Field, Softball, Soccer, Other Interscholastic Sports	.0147	.0168	.0189
Cheerleaders/Pep Girl Advisor	.0378	.0399	.042
Qualifying Track Meets	.0032	per meet	
Yearbook Advisor	.0063	.0084	.0105
GATE Coordinator	.020	.0220	.0241
Public Relations/Grapevine Reporter	.0042	.0063	.0084
BCC or BCLAD	.0178		
LDS/CLAD	.0105		
Home/Hospital Instruction	.00084		
Technology Specialist	.0346	.0367	.0388
Webmaster	.0346	.0367	.0388

First consideration and right of refusal shall be granted to the District's certificated staff for all extra duty assignments.

*Current First Aid and CPR Certificate required.

Factors based on Step 1 Class IV of the salary schedule. Employees paid at Step 1 for 97-98 will be paid at Step 2 for 98-99. (Amended 6/24/03 see appendix A 16)

Academic & flat stipend positions will be paid ½ on December 10 and ½ on June 10 of that year. Coaches will be paid following the close of their respective seasons and the submission of appropriate paperwork.

Stipends, when authorized are paid to bargaining unit members who accept extra assignments that require time and effort that extends beyond the normal seven and half (7 ½) hour workday. Employees will perform said extra duties in addition to their regular full time assignment, including preparation period.

Appendix C-2

Extra Assignment Pay Schedule Middle School (7-8 Grades)

	Step 1	Step 2	Step 3
*Athletic Director	.0787	.0819	.0850
*Activities Director	.0294	.0315	.0336
*Coaching Assignments:			
Head	.0367	.0388	.0409
Assistant	.0283	.0304	.0325
Volleyball, Football, Basketball, Track and Field, Softball, Soccer, Other Interscholastic Sports			
Qualifying Track Meets	.0032	per meet	
*Band Director	.0367	.0388	.0409
*Cadets	.0598	.0619	.0640
*Cheerleaders/Pep Girl Advisor	.0378	.0399	.042
Yearbook Advisor	.0367	.0388	.0409
AV Coordinator	.0147	.0168	.0189
GATE Coordinator	.020	.022	.0241
Club Sponsor	.0074	.0095	.0116
Public Relations/Grapevine Reporter	.0042	.0063	.0084
BCC or BCLAD	.0178		
LDS/CLAD	.0105		
Home/Hospital Instruction	.00084		
Technology Specialist	.0346	.0367	.0388
Webmaster	.0346	.0367	.0388

First consideration and right of refusal shall be granted to the District's certificated staff for all extra duty assignments.

*Current First Aid and CPR Certificate required.

Factors based on Step 1 Class IV of the salary schedule. Employees paid at Step 1 for 97-98 will be paid at Step 2 for 98-99. (Amended 6/24/03 see appendix A 16)

Academic & flat stipend positions will be paid ½ on December 10 and ½ on June 10 of that year. Coaches will be paid following the close of their respective seasons and the submission of appropriate paperwork.

Stipends, when authorized are paid to bargaining unit members who accept extra assignments that require time and effort that extends beyond the normal seven and half (7 ½) hour workday. Employees will perform said extra duties in addition to their regular full time assignment, including preparation period.

Appendix D-1**Extra Assignment Pay Schedule**

The District retains the right to assign any qualified unit members to any extra assignment position, subject to the following pay schedule:

	Step 1	Step 2	Step 3
*Activities Director	.0672	.0693	.0714
*Athletic Director	.1113	.1134	.1155
AP Class Instructor	.0315	.0336	.0357
*Band Director	.0714	.0735	.0756
*Drama Director	.0714	.0735	.0756
*Cadets	.0598	.0619	.0640
Assistant Cadets	.0304	.0325	.0346
Chorus Director	.020	.0220	.0241
Dance Sponsor	.0241	.0263	.0283
Dramatic Coach	.020	.0220	.0241
Forensics Coach	.0315	.0336	.0357
Freshman Class Sponsor	.0126	.0147	.0168
Sophomore Class Sponsor	.0126	.0147	.0168
Junior Class Sponsor			
Head	.0241	.0262	.028
Assistant	.0115	.0137	.0157
Senior Class Sponsor			
Head	.0273	.0294	.0315
Assistant	.0115	.0136	.0157
*(Pep/Rally Sponsor Song leaders, Letter Girls, Flag Girls, and/or Majorettes, Cheerleaders, Mascots)	.0672	.0693	.0714
*Assistant Pep Sponsor	.0273	.0294	.0315
Department Head	.0315	.0336	.0357
*FFA Sponsor	.0556	.0577	.0598
*FFA Assistant Sponsor	.0399	.0420	.0441
Yearbook Advisor	.0470	.0493	.0514
Academic Decathlon	.0315	.0336	.0357
Public Relations	.0052	.0073	.0094
Site Gate Coordinator	.0315	.0336	.0357
Science Olympiad/Odyssey of the Mind	.0315	.0336	.0357
Home/Hospital Instruction	.00084		
Technology Specialist	.0346	.0367	.0388
BCC or BCLAD	.0178		
LDS/CLAD	.0105		
Webmaster	.0346	.0367	.0388

Pershing High School Head Teacher shall receive a stipend of 5% of his/her placement on the teacher's salary schedule. Duty year shall be 187-duty day.

First consideration and right of refusal shall be granted to the District's certificated staff for all extra duty assignments.

Stipends, when authorized are paid to bargaining unit members who accept extra assignments that require time and effort that extends beyond the normal seven and half (7 ½) hour workday. Employees will perform said extra duties in addition to their regular full time assignment, including preparation period.

*Current First Aid and CPR Certificate required.

APPENDIX D-2

Extra Assignment Pay Schedule
High School

District Sponsored High School Clubs

A district sponsored High School Club is a club which is approved by the Governing Board. For such club sponsors the district will pay the following rates:

Level 1	Step	1	2	3
Meets all year. One or more fund raisers per year. Meets at least one time per month not including Home-coming Float meetings. No educational field trips.		.0095	.0115	.0137
Level 2				
Meets all year. Two or more fund raisers per year. One or more educational field trips per year. Meets at least two times per month not including Home-coming Float meetings.		.0126	.0147	.0168

Factors based on Step 1, Class IV. Employees paid at Step 1 for 97-98 will be paid at Step 2 for 98-99. (Amended 6/24/03 see appendix A 16) Academic & flat stipend positions will be paid ½ on December 10 and ½ on June 10 of that year.

Stipends, when authorized are paid to bargaining unit members who accept extra assignments that require time and effort that extends beyond the normal seven and half (7 ½) hour workday. Employees will perform said extra duties in addition to their regular full time assignment, including preparation period.



Appendix D-3

**Coaches Pay Schedule
High School**

1. Head Football coaches shall be paid as follows:

	1	2	3
Varsity Football	.0756	.0777	.0798
Junior Varsity Football	.0640	.0661	.0682

2. All other head varsity coaches shall be paid as follows:

Basketball	.0714	.0735	.0756
Tennis	.0714	.0735	.0756
Wrestling	.0714	.0735	.0756
Track	.0714	.0735	.0756
Volleyball	.0714	.0735	.0756
Softball	.0714	.0735	.0756
Baseball	.0714	.0735	.0756
Soccer	.0714	.0735	.0756
Golf	.0714	.0735	.0756

3. All head varsity coaching position salaries indicated in this schedule are for unit members only.

4. If a unit member is appointed to a Head J.V. position, they shall be paid \$200.00 less than the Head Varsity Coach of that sport, except football.

5. Assistant coaches for any sport receive \$300.00 less than the head coach.

6. Each coach shall receive 5% of his/her base coaching stipend for additional work per week for CIF playoffs.

7. Current First Aide and CPR Certificate required for all coaches.

8. First consideration and right of refusal shall be granted to the District's certificated staff for all extra duty assignments.

Factors based on Step 1, Class IV. Employees paid on Step 1 for 97-98 will be paid on Step 2 for 98-99. (Amended 6/24/03 see appendix A 16)

Coaches will be paid following the close of their respective seasons and the submission of appropriate paperwork.

Stipends, when authorized are paid to bargaining unit members who accept extra assignments that require time and effort that extends beyond the normal seven and half (7 ½) hour workday. Employees will perform said extra duties in addition to their regular full time assignment, including preparation period.