



El Segundo Unified School District

Agreement between

EL SEGUNDO UNIFIED SCHOOL DISTRICT

and

EL SEGUNDO TEACHERS' ASSOCIATION

Effective through June 30, 2019

TABLE OF CONTENTS

	Agreement	
Article 1	Recognition	1-1
Article 2	District Rights	2-1
Article 3	Association Rights	3-1
Article 4	Grievance	4-1
Article 5	Payroll Deductions/Organizational Security	5-1
Article 6	Evaluation	6-1
Article 7	Transfer	7-1
Article 8	Compensation and Benefits	8-1
Article 9	Leaves	9-1
Article 10	Hours of Service	10-1
Article 11	Early Retirement with Reduced Workload	11-1
Article 12	Early Retirement Incentive Program	12-1
Article 13	Class Size	13-1
Article 14	Layoffs	14-1
Article 15	Safety Conditions	15-1
Article 16	Prohibited Activities	16-1
Article 17	Savings Provision	17-1
Article 18	Support of Agreement	18-1
Article 19	Completion of Meet & Negotiation	19-1
Article 20	Negotiation Procedures	20-1
Article 21	Term	21-1
Article 22	Public Complaints	22-1
Article 23	National Board Certification	23-1
Article 24	Memorandum of Agreement	24-1
Appendix A	Certificated Salary Schedule	A-1
Appendix B	Coaching Salary Schedule	B-1
Appendix C	Special Assignments Salary Adder Schedule	C-1
Appendix D	Fringe Benefit Options	D-1
Appendix E	School Calendar	E-1
Appendix F	Peer Assistance and Review Program	F-1
Appendix G	PN/PC Request Form	G-1

AGREEMENT

THIS IS AN AGREEMENT MADE AND ENTERED INTO THIS AUGUST 13, 2013 BETWEEN THE EL SEGUNDO UNIFIED SCHOOL DISTRICT (HEREINAFTER REFERRED TO AS "DISTRICT"), AND THE EL SEGUNDO TEACHERS' ASSOCIATION, AFFILIATED WITH CALIFORNIA TEACHERS ASSOCIATION AND NATIONAL EDUCATION ASSOCIATION (HEREINAFTER REFERRED TO AS "ASSOCIATION").

This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the California Government Code ("Act") of the State of California.

ARTICLE 1: RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for the unit of employees comprised of the following positions: Certificated employees including regular classroom teachers, special education teachers, counselors, educational advisors, District music teachers, teaching specialists, librarians, nurses, temporary teachers; and excluding all other positions not designated, including but not limited to, day-to-day substitutes, home teachers, adult education teachers, permit teachers, district psychologists, assistant principals, principals, assistant superintendents and superintendent.

ARTICLE 2: DISTRICT RIGHTS

- 2.1 There is reserved exclusively to the District all responsibilities, powers, rights and authority vested exclusively in it or implied by the laws and Constitution of California and the United States or common law functions and prerogatives which have been heretofore exercised by it. This entire Article is intended to clarify management's rights in the operation of the District and is not intended to limit the rights of unit members of the Association under law or under the provision of the Agreement.
- 2.2 By way of illustration and without limiting or abridging the generality or specificity of the above right, the following pertains:
- a. To manage and administer the school system, its properties and facilities and to direct its employees, administrators, teachers and other employees in the execution of their duties; to make such operating changes as deemed advisable for efficient, effective operation of the District, including the right to determine hours of operation, staff levels and means of providing services.
 - b. To determine the work and position requirements, applicant and employee qualifications; to supervise all teachers and programs; to determine the conditions for the continued employment, the standard of performance required and whether work shall be performed by employees; to hire, terminate, layoff, classify, assign, evaluate, discipline employees; to assign duties, responsibilities and the place of work of teachers, and to promote, reassign and transfer any such teachers.
 - c. To determine and establish levels of courses of study and instruction (including but not restricted to special programs), athletic, recreational, social and other events for students, and to determine the basic and accepted methods of instruction, to adopt textbooks and other teaching materials and aids, and to determine other supplies, materials and equipment as it deems advisable.
 - d. To determine standards of behavior, discipline and order of student in the schools
 - e. To develop and control the annual budget for the District and to submit to its electorate such propositions for authority to borrow monies or to levy such taxes, as it may deem necessary, and to exercise full control over the financial affairs of the District.

- 2.3 The exercise of the foregoing powers, rights, authority, duties and responsibility 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 specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
- 2.4 Both parties recognize that emergencies may occur which could require that the contract be temporarily suspended. Emergencies shall be limited to unforeseen events of such extreme magnitude that a reasonable person would conclude that the contract must be suspended. Only those provisions of the contract which a reasonable person would find necessary shall be affected for the length of time necessitated by the emergency.

ARTICLE 3: ASSOCIATION RIGHTS

- 3.1 All Association business, discussions and activities shall be conducted by unit members or Association officials during non-duty time. The Association shall comply with reasonable district procedures for utilization of district facilities. Said procedures shall not apply to informal meetings and discussions involving Association business.
- 3.2 The Association may use the school mail boxes and bulletin board spaces designated by the Superintendent subject to the following conditions:
- a. All postings for bulletin board or items for school mail boxes must contain the date of posting on distribution and the identification of the organization; and
 - b. One copy of such postings or distributions must be forwarded to the Superintendent or designee at the time of posting or distributions. The Association shall assume responsibility for all of its postings, distributions and other activities under this article.
- 3.3 The Association will exclusively receive released time from duties for the processing of grievances under Article 4 herein, for Association officials who are designated as grievance representatives, subject to the following conditions:
- a. by no later than ten (10) days following the signing of this Agreement the Association shall designate in writing to the Superintendent, the names of three (3) employees who are to receive release time;
 - b. twenty-four (24) hours prior to release from duties for grievance processing the designated representative informs his/her immediate supervisor in order that an adequate substitute may be obtained, if such is necessary;
 - c. that such released time shall be limited solely to representing a grievant in a conference with management or for attendance at an arbitration proceedings;
 - d. the grievant may also receive released time to attend the conference or arbitration proceedings. If the time required is less than one-half day, a unit member may be used as a substitute at the middle or high school.

- 3.4 Prior to any Board of Education meeting, the President of the Association and the Chairperson of the Negotiation Team shall each receive the same expanded agenda that is made available to the public through the normal distribution process.
- 3.5 Names, addresses and available telephone numbers of all unit members shall be provided without cost to the Association once per each school year.
- 3.6 The first and third Wednesdays of each month shall be established as Association meeting days. All unit members who are elected, assigned, or appointed to serve in various Association capacities shall be allowed to leave their school or site premises after their responsibilities are completed with pupils to attend scheduled Association meetings.
- 3.7 Requirements that Association postings and distributions not be addressed or distributed to students only apply to use of District resources, not to any off-campus or related activities of the Association.
- 3.8 The Board shall place on the agenda of regular Board meetings matters brought to its consideration by the Association. Such items shall be communicated to the Superintendent's office five (5) working days prior to said meeting.
- 3.9 The Association may have the right to recommend a list of five (5) unit members from which one will be selected to serve on each District committee involving teacher participation.
- 3.10 Supervisory extra-curricular duties shall not be assigned to the Association President, (nor shall such duties be assigned to the Negotiations Chairperson during contract negotiations).
- 3.11 Personal & Academic Freedom
 - 3.11.1 A bargaining unit member shall have reasonable freedom in classroom presentations and discussions and may introduce political, religious, or otherwise controversial material, provided that such presentations, discussions,

and/or materials are relevant to the course content, aligned with the teaching standards, within the scope of the law, and consistent with approved Board policies and administrative regulations.

3.11.2 In performing teaching functions, bargaining unit members shall have reasonable freedom to express their opinions on all matters relevant to the course content in an objective manner, provided that such opinions are relevant to the course content, aligned with the teaching standards, within the scope of the law, and consistent with approved Board policies and administrative regulations. Unit members shall not utilize their position to indoctrinate students with their own personal, political, and/or religious views.

3.11.3 The personal life of a bargaining unit member is not an appropriate concern of the District unless it interferes with the unit member's ability to perform his/her job functions or may reasonably serve as a basis for disciplinary action.

3.12 The Association shall have the right to use up to fifteen (15) days of release time, at no cost to the Association, to conduct Association business.

3.13 The Association shall be provided an opportunity to consult with the District on the Local Control Accountability Plan (LCAP), definition of educational objectives, the determination of the content of courses and curriculum and the selection of textbooks to the extent required by law. The Association shall be provided an opportunity to consult with the District on the triennial development and annual revisions to the LCAP document prior to public hearing and Board adoption.

ARTICLE 4: GRIEVANCE

4.1 Definitions

A “grievance” is a formal written allegation by a unit member or the Association that a provision of this Agreement has been violated.

A “grievant” may be the Association or any bargaining unit member of the District covered by the terms of this Agreement.

For purposes of this article, a “day” is any day in which a bargaining unit member is required to render service by this Agreement.

The “immediate supervisor” is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances.

4.2 Informal Level

Before filing a formal written grievance, the grievant should attempt to resolve it by an informal conference with his/her immediate supervisor.

4.3 Formal Level

4.3.1 Level I – Immediate Supervisor

Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the grievance form to his/her immediate supervisor.

The immediate supervisor shall meet with the grievant and communicate his/her decision to the grievant in writing within fifteen (15) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

4.3.2 Level II – Superintendent

If the grievant is not satisfied with the decision at Level I, he/she may within ten (10) days appeal the decision to the Superintendent or his/her designee. The appeal shall include a copy of the original grievance, the decisions rendered, and a clear, concise statement of the reasons for the appeal.

The Superintendent or his/her designee shall communicate a decision in writing to the grievant within ten (10) days of receiving the Level II appeal. Upon request of the grievant, the Superintendent or his/her designee shall meet with the grievant to communicate the decision.

4.3.3 Level III – Arbitration

If the grievant is not satisfied with the decision at Level II, he/she may within ten (10) days appeal the decision by notifying the Superintendent and Association in writing. If the Association concurs with the appeal, it will notify the District in writing within ten (10) days of the grievant's notice.

4.3.4.1 If the parties cannot agree upon an arbitrator, they shall request a list of seven arbitrators from the Public Employment Relations Board experienced in education labor relations issues. The parties shall alternately strike names from the list until only one name remains; that person shall arbitrate the dispute. The determination as to which party shall first strike a name from that list shall be decided by a flip of the coin.

4.3.4.2 If any questions arise as to the arbitrability of the grievance such questions shall be ruled upon by the arbitrator, but such determinations shall not include questions arising as to the power or jurisdiction of the arbitrator.

The decision of the arbitrator will be submitted to the Association and the Superintendent and will be final and binding upon parties. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues submitted.

The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement, or which falls within the jurisdiction of a state or federal agency which has preemptive authority to decide the issue in question or a grievance with a remedy sought in excess of \$50,000.

4.4 Time Limits

4.4.1 Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal or written decision.

4.4.2 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 mutual written agreement.

4.5 Rights of Representation

A unit member alleging a grievance may be represented at all stages of the grievance procedure by an Association designated representative.

4.6 No reprisals of any kind maybe taken by the District, Association, their officers or agents or unit members against any person by reason of their participation in the grievance procedure.

4.7 Miscellaneous

4.7.1 The parties may agree to process group or class grievances affecting more than one person.

4.7.2 Upon mutual agreement of the Association and the Superintendent, a grievance may be taken directly to arbitration.

4.7.3 A unit member may at any time present grievances to the employer, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with terms of the written Agreement. The

District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

- 4.8 Issues arising out of the exercise by the Board of Education and other District management of its responsibilities under Article 2 of this Agreement shall not be subject to this procedure unless a violation of Section 2.3 or 2.4 is alleged.

ARTICLE 5: ORGANIZATIONAL SECURITY/PAYROLL DEDUCTIONS

- 5.1 Effective July 1, 1999 unit members shall either pay dues or a representation fee to the ESTA. In no case shall the representation fee be greater than periodic dues and general assessments of the Association. Dues and/or fees shall commence no later than thirty (30) calendar days from the date of hire or within thirty (30) calendar day of July 1, 1999 whichever comes later. The Association will furnish the district with any information needed to fulfill the provisions of this section. The district shall automatically deduct the amount of the service fee under the provisions of the Education Code Section 45061 in the event the unit members refuse to pay dues or a representation fee.

Notwithstanding any other provisions of this section, any unit member who is a member of a religious body whose traditional tenants or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support an employees' organization as a condition of employment; except that such employee is required, in lieu of paying a representational fee, to pay any amount equal to the representational fee of the Association to one of the following charitable organizations exempt from taxation under Section 501(c)(3) of Title 26 Internal Revenue Code. The organizations are:

1. FACT (Foundation to Assist California Teachers)
2. ESTA Scholarship Fund
3. Any other charitable organization approved by ESTA that meets the legal requirements.

The Association agrees to indemnify and hold harmless the District against any and all liabilities, demands, lawsuits, claims, or actions arising out of or in connection with this article which may be brought against the District, or District Board of Education, individually or collectively, its officers, employees, and agents for any and all lawsuits or other related proceedings, in addition to all costs, expenses, fees, settlements, and

judgments. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of the Agreement of their implementation. The Association shall have the exclusive right to decide and determine compromised, resisted, defended, tried or appealed.

- 5.2 Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues; initiation fees and general assessments in the Association.
- 5.3 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after such authorization by a unit member.
- 5.4 Pursuant to such authorization, the District will deduct one-tenth of such dues from the regular salary check of the unit member each month for ten months. Deduction for unit members who sign such authorizations after the commencement of the school year will be appropriately prorated to complete payments by the end of the school year.
- 5.5 With respect to all sums deducted by the District pursuant to authorization of employee, whether for membership dues or equivalent fee, the District agrees to remit such monies to ESTA/CTA/NEA accompanied by an alphabetical list of unit members for whom such deductions have been made. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 5.6 Upon appropriate written authorization from the unit member, the District will deduct from his/her salary and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the District.

ARTICLE 6: EVALUATIONS

- 6.1 The evaluation procedure is intended to promote successful teacher performance and to increase teaching skills of unit members. This article does not prohibit other communications regarding performance and compliance with job duties.
- 6.2 Within thirty (30) working days following the beginning of the teaching year, a conference will be held, between the evaluator and his/her designee and the unit member being evaluated. This meeting shall include the establishment of mutually agreed strategies, objectives related to student progress; the unit member will also be informed that he/she shall be evaluated upon instructional techniques and strategies used by the employee, the employee's adherence to curricular objectives, the maintenance of a suitable learning environment and the performance of non-instructional responsibilities exclusive of voluntary assignments for which the District provides no monetary compensation.

In addition to discussion of the evaluation standards and criteria, the evaluator shall consider any mitigating circumstances which may impair the achievement of objectives which have been brought to the attention of the evaluator by the evaluatee. Such mitigating circumstances may, at any time, be reduced to writing by the evaluatee and attached to the "Performance Objective" form.

If the unit member has been involuntarily transferred or reassigned or has voluntarily been transferred or reassigned at the request of the District, for the current year, then in preparing the evaluation criteria, the evaluator shall take into consideration the burden, if any, of developing new skills and instructional materials, provided the unit member has presented such considerations about the new assignment to the evaluator.

- 6.2.1 Disagreements on objectives may be appealed by the unit member to the Superintendent (or designee) by informing the evaluator at the time of the conference.

6.2.2 Tenured unit members not currently on an Assistance Plan may elect to participate in a non-traditional evaluation process for tenured faculty. Procedures and forms are included in the Guide to Performance Evaluation for Teachers. Unit members and administrators agreeing to an alternate strategy will be exempt from the deadlines set forth in this Article.

6.3 For those members choosing the traditional evaluation process: prior to the final evaluation conference, the evaluator will make a formal observation of the classes of probationary unit members at least two times, but not more than an average of once per week for each school semester. The evaluator will observe the classes of all permanent unit members at least once during the evaluation-year, but not more than an average of once per week for each school semester. Within five (5) working days after each observation, the evaluator will discuss the observation with the employee being evaluated and complete the classroom observation form.

6.3.1 For those choosing the non-traditional evaluation process for tenured faculty, the observation conference is not required as indicated by 6.3.

6.4 Discussions following classroom observations shall take place within five (5) days of the Observation and shall include a review of the objectives established at the beginning of the school year and the degree of achievement of the planned objectives.

6.5 The classroom observation form shall be signed by both the unit member and evaluator. One copy is to be given to each.

6.6 By December 1, the evaluator will meet with each probationary unit member in a preliminary evaluation conference. The unit member and the evaluator will review the preliminary evaluation, which is to be dated and signed by both parties. One copy shall be retained by the unit member.

6.7 By May 1, the evaluator will meet with each probationary and each permanent unit member in the final evaluation conference. The unit member and the evaluator shall review the evaluation, which is to be dated and signed by both parties. One complete

set of signed evaluation forms shall be sent to the Superintendent's office for placement in the unit member's personnel file. One copy shall be retained by the unit member.

- 6.8 First-year probationary unit members will be supervised and expected to consult with their principal and other resource personnel in areas where improvement in performance may be desired. All first-year probationary unit members will be provided with a copy of the criteria and procedures used in the evaluation process.
- 6.9 Second-year probationary unit members shall receive a final Teacher Performance Evaluation and Narrative Report in the second year by March 15.
- 6.10 Discussions regarding performance will refer to the criteria of evaluation, including commendation for success in subject areas, efficient usage of educational materials, effective methods of teaching and progress toward the achievement of planned objectives, as well as suggestions for improvement, if necessary in these and other areas.
- 6.11 No negative assessments shall be included in the final evaluation unless they have been previously discussed with the evaluatee, or an opportunity for discussion was provided.
- 6.12 Evaluations are a record of employee performance and are confidential. A unit member may review his/her evaluations in the personnel file by so requesting. Evaluations on file are limited to review by only those persons in the District identified as having a need to know.
- 6.13 Once a unit member's evaluation form has been dated, signed by both parties, and placed into the personnel file, any additions or deletions to that evaluation must also be dated and signed by the administrator making the change and the unit member.
- 6.14 This formal evaluation procedure shall occur at least annually for non-permanent bargaining unit members. Permanent bargaining unit members shall be evaluated at least every other year. This evaluation period may be extended upon the request of the

bargaining unit member of the evaluator from year to year up to a maximum of five (5) years with the mutual consent of the site administrator and bargaining unit member.

To qualify for extension consideration, bargaining unit members must have been employed with the district for at least ten (10) years, have permanent status, be highly qualified as defined in 20 U.S.C. Section 7801, and have received a rating that meets or exceeds standards on the most recent evaluation. In the event that mutual consent cannot be achieved, then the superintendent or designee shall determine whether the evaluation period is to be extended. Any decision to not extend the time period for evaluation to a qualified bargaining unit member shall be, upon request, discussed with the unit member. Administrators new to the site shall evaluate permanent bargaining unit members at least once within the first two (2) years of the administrator's assignment at the site. Written requests for exceptions to this rule may be directed to the Executive Director of Human Resources.

- 6.15 The signature of the unit member on the evaluation form or the observation form does not necessarily indicate agreement with the content. These forms will provide space for unit-member comments. New forms will not be used unless the Association has had an opportunity to consult with the District.

ARTICLE 7: TRANSFER

7.1 Definitions

A “reassignment” is a teaching assignment change of at least one grade level in a self-contained classroom or a yearly change of 50% or more of the classes taught by a teacher in a non self-contained program to include classes not taught in the last three years.

A “transfer” is a change in a teaching position between one school site and another, and may be requested by a unit member or an administrator after a vacancy has been determined to exist at a given school.

7.2 Overall responsibility for a change of assignment or transfer shall be under the direction of the Superintendent or designee subject to the restrictions set forth in this article.

7.3 Between April 1 and June 1 of each year, the District will post at worksites, post on the District website, and notify the Association President all known vacancies for the following school year. Unit members desiring a transfer into these known vacancies will complete and submit a Request for Transfer Form to the Superintendent or designee. Each transfer applicant will be notified of the status of his/her application on or before June 5.

7.4 Unit members desiring consideration for a transfer or reassignment into vacancies which may occur during the summer may so indicate in a letter/memo to the Superintendent or designee submitted prior to June 15. The letter/memo must include address or telephone number of unit member during the summer. The superintendent or designee will contact interested members upon the occurrence of such vacancies and proceed with the selection process.

7.5 A request for transfer or reassignment may be withdrawn at any time.

- 7.6 Vacancies may include positions filled by temporary employees or filled from re-employment lists. The District need not post a position which is merely a partial change in duties of a unit member. Unit members who request and receive a transfer or reassignment to a temporary position may be reassigned or transferred at the end of the year without preferential treatment.
- 7.7 The following procedure will be followed when a vacancy is filled from the outside during the school year and after the eleventh teaching day. Such vacancies will be reopened to unit members for the following year, with Request for Transfer and Reassignment Forms being submitted between April 1 and June 1 as stipulated in 7.3 above. Any regular teachers employed from outside during the year may be applicants for these vacancies. The selection criteria for these reopened position vacancies will be the same as for other vacancies except that the temporary incumbent in order to be displaced must be qualified to fill another position with the District.
- 7.8 If a request for transfer or reassignment is denied, then upon request of the applicant, a conference shall be arranged with the appropriate administrator(s) to present the reasons for the decision. Following the conference, upon request of the unit member, the appropriate administrator(s) shall provide the unit member with a written rationale for the denial.
- 7.9 In considering a request for transfer or reassignment, the convenience and expressed wishes of the unit member will be given consideration. If more than one unit member has applied for a given position, the one best qualified as determined by the District shall be recommended to the Board of Education. Criteria for determining qualifications shall be limited to:
1. Credential requirement
 2. Subject major and minor and/or grade level assignments
 3. Evidence of instructional effectiveness and appropriate experience as reflected in regular performance evaluations.
 4. Rating on oral interview by selection committee.
 5. Other specific skills that relate to the specific vacancy. Such qualifications being equal, seniority in the school district and at the school site, in that order shall prevail.

- 7.10 Exchange transfer requests will be posted in the District office central transfer record and shall be posted in each school between March 15 and April 15. Unit members interested in exchange transfers will meet with the Superintendent and principals involved to evaluate all reciprocal requests.
- 7.11 If an involuntary transfer or reassignment is made, the criteria of Section 7.9 shall be utilized to determine which unit member is transferred or reassigned. Under no circumstance shall a unit member be involuntarily transferred more than one time in a two year period, except for education related reasons.
- 7.12 Either the Superintendent or the President of the Association may call a conference with the other to discuss a proposed transfer. If mutually desired, the unit member (s) and/or principals involved may be present.
- 7.13 Unit members involuntarily transferred or reassigned will receive an opportunity to discuss the reassignment and its effects on the unit member.
- 7.14 Unit members on paid leaves of absence shall be accorded the same rights as active district employees concerning transfers or reassignments under this article.
- 7.15 Unit members involuntarily transferred, reassigned, or required to change classrooms during the school year shall be granted up to two days of paid release time for preparation for the new assignment. Unit members voluntarily transferred, reassigned, or required to change classrooms during the school year may be granted up to two days of paid release time for preparation for the new assignment, upon request of the unit member. The District will provide moving service for teachers transferred to another school. This will include moving reasonable amounts of books and personal teaching materials.

ARTICLE 8: COMPENSATION AND BENEFITS

- 8.1 Unit members will be paid according to the attached Appendices A, B, & C.
- 8.2 Certificated salary schedules contained in Appendices A & B reflect current certificated salaries as bargained.
- 8.2.1 2.5% salary increase to the current certificated salary schedule effective July 1, 2016.

Salary increased by five percent (5%) effective February 1, 2007. Salary increased by two percent (2%), effective September 1, 2007. Salary increased by two percent (2%) effective July 1, 2013. Salary increased the certificated salary schedule by 5% effective July 1, 2014. Four percent (4%) salary increase to the current certificated salary schedule by effective July 1, 2015.

Bargaining for the 2007-08 school year shall commence no sooner than March 1, 2008 unless agreed upon by both parties and shall not conclude prior to an examination by the parties of the 2007-08 unaudited actual (September 15, 2008). Once bargaining commences, the parties shall meet for the purposes of negotiating at least once monthly.

The bargaining unit shall not be economically penalized by the purposeful decision(s) of the district to unnecessarily increase program and/or other expenditures. Likewise, increased expenditures beyond the district's control, such as but not limited to special education costs, shall not be held against the district in economic bargaining.

The parties acknowledge that the new SELPA funding formula and the step and column increases resulting from the re-benching of the ESTA salary schedule in the 2004-05 school year may cause a structural imbalance in the budget, which must be corrected by July 1, 2008 for the district to be compliant with the provisions of AB 1200.

Under these provisions, any COLA applied to the ESTA salary schedule shall be effective February 1, 2008 and shall be provided to bargaining unit members who retire during the 2007-08 school year by means of a prior year salary adjustment.

- All miscellaneous compensation items shall remain unchanged.
- ~~One-sixth assignments shall be paid at the rate of \$4,100 per semester.~~ One-sixth assignments shall be paid at the rate of \$5000 per semester effective July 1, 2015.
- High School bargaining unit members required to work a “split schedule” (i.e. required to be on campus for both the first and last period of the workday with a preparation period and an open period) shall receive \$1,000 per semester. This provision shall be effective February 1, 2005.

The District and the Association agree to establish a joint health benefit insurance committee to review benefit options for the 2004 plan year.

8.3 If the District chooses to offer professional development days beyond the 183 day calendar under SB 1019 (staff development buy-back days), unit member participation shall be voluntary, and unit member compensation shall be at a full state funded rate per FTE participant for every full day of attendance.

8.4 Salary warrants for unit members shall be issued on the last working day of the month. The period substitution rate shall be \$20 per period. K-5 teachers will be paid \$60 or \$120 per day for taking another class for one-half day or one full day, respectively. The amount will be divided by three (3) or two (2) for taking one-third (1/3) or one-half (1/2) of a full class in addition to the regular class.

8.5 Period Substitution

8.5.1 Bargaining unit members may elect to substitute on a period basis during their preparation period, zero period or seventh period if that period is not scheduled.

8.5.2 At their discretion, bargaining unit members may elect to be compensated 1/6th day in compensatory time for each period of substitution. Effective July 1, 2014, the period substitution rate for bargaining unit members teaching in secondary assignments shall be increased from \$20.00/hour to \$30.00/hour.

8.5.3 Compensatory time may be banked not to exceed five (5) days per year and no more than ten (10) days carryover into the following year. Any excess over the ten (10) days will be paid in cash at the rate established in 8.5.2 at year end.

8.5.4 Compensatory time may be used at the bargaining unit member's discretion, except that no more than five bargaining unit members shall use compensatory time on a single day. These days may not be used to extend a holiday weekend; all contract language regarding leave provisions apply to these days. Days must be used in full day increments, pro-rated for part-time bargaining unit members.

The bargaining unit member shall be responsible for reporting earned period compensation to the school administration.

8.6 The parties by mutual agreement may modify the carriers, plans or coverages or reallocate the costs committed under this agreement to other benefits or compensation.

8.7 Effective October 1, 1991, the District shall pay the 1990-91 premium increases up to a maximum total premium cost of \$6,000 annually (\$600 tenthly) toward health (medical, dental, vision, life) benefits for full-time unit members and their dependents. Effective January 1, 2007 the premium cap shall be increased by \$500.00 to \$6,500 (\$650 tenthly) and \$500 on January 1, 2008 to \$7,000 (\$700 tenthly). Effective January 1, 2009, any money from the District's maximum contribution not used for health benefit premiums (medical, dental, life & vision) shall go to the unit member as a cash benefit.

8.7.1 The couple's composite cap shall be double the single cap (i.e. \$12,000 under the current \$6,000 cap). This provision shall be effective within thirty (30) days of ratification of this agreement, pending and permission of the vendors/providers (for the 2004-05 school years only). This provision of the collective bargaining agreement shall be terminated as of December 31, 2008.

8.7.2 Effective January 1, 2007, the District shall reimburse unit members and early retirees for as many as two (2) hearing aids in an amount not to exceed \$1,000 every thirty-six (36) months. This section shall remain in effect until coverage for this service is incorporated into the health benefits package.

8.7.3 Increase the District's annual maximum contribution towards health benefits for each full-time unit member by \$500.00 to \$7,500.00, effective October 1, 2013.

- 8.7.4 Effective October 1, 2016, the District shall pay the premium costs toward health benefits for each full-time unit member and their dependents up to a maximum of \$8,500. In the event Proposition 55 does not pass on November 8, 2016, the District's annual maximum contribution towards health benefits for each full-time unit member shall be permanently increased by \$500.00 to \$8,000.00, effective October 1, 2016, and increased by an additional \$500.00 to \$8,500.00, effective October 1, 2016, for one year only.
- 8.8 Employees who certify that they are eligible for medical coverage under another plan may, with the approval of the carrier, waive the right to District coverage and the District will contribute an annual amount equal to the lowest employee only medical premium rate toward cash payment in lieu of benefits for the employee. Only employees who were current participants as of January 1, 2004 are eligible for this benefit. (If a current participant opts out of the "cash-in-lieu" benefit, that member loses eligibility for future participation in this program.) This provision of the collective bargaining agreement shall be terminated as of December 31, 2008.
- 8.9 A unit member who works at least 50% of full-time employment shall be eligible for a pro-rated amount of the district's contribution stated in Section 8.7 above equal to the percentage of full-time employment to be applied toward district health benefits. (TA)
- 8.10 The District will continue health coverage for unit members through September 30 of the calendar year in which their employment terminates, provided the unit member serves a complete work year and the carrier provides the coverage.
- 8.11 The District shall implement the provision of AB 528 for retired teachers.
- 8.12 Effective 9/21/1993, the District agrees to maintain current benefit language but parties agree to implement mutually acceptable IRC Section 125 plan.
- 8.13 Compensation related to Calendar
- 8.13.1 The District may schedule up to ten (10) days beyond the calendar for added services to be paid on a per diem basis. Teachers will not be required to serve

on these added days, except as volunteers. These service days are separate from other extra days served pursuant to the collective bargaining agreement or past practice (e.g. coaching, counseling, etc.).

8.14 Summer School Rate of Pay

8.14.1 Effective June 21, 2003 the summer school rate of pay shall be increased from \$27.00/hour to \$30.00/hour. Effective July 1, 2014, the summer school rate of pay shall be increased from \$30.00/hour to \$40.00/hour.

8.15 Miscellaneous Increases

- Increase Master's Stipend from \$750 to \$850 effective July 1, 2003.
- Increase Doctorate Stipend from \$1,000 to \$1,100 effective July 1, 2003.
- Add Stipend for National Board Certification of \$1,100 effective July 1, 2003.
- Increase Hourly Rate of Pay for all Extra Duty Hourly Assignments from \$25.00/hour for miscellaneous assignments to \$30.00/hour effective June 23, 2003.
- Effective July 1, 2014, the hourly rate of pay for certificated bargaining unit Extra Duty assignments shall be increased from \$30.00/hour to \$40.00/hour.
- Re-bench Column 7, Step 16 to be 4.5% above Column 7, Step 12.
- Re-bench coaching stipend table to 6.5% of corresponding column and step on main Certificated Schedule.
- Effective July 1, 2014, the Saturday School rate of pay for bargaining unit members shall be \$30.00/hour.

8.16 Post Retirement Service Program – The District, at its discretion, may offer a post retirement service assignment for up to five (5) years. Bargaining unit members are encouraged to submit recommendations for assignment activities and responsibilities. To be eligible, the bargaining unit member must have attained an age of at least 50 years and completed ten (10) years of satisfactory service in the district, prior to retirement. The bargaining unit member shall provide at least twenty (20) full days (six (6) hours per day) of service and receive compensation equivalent to ten percent (10%) of final salary, excluding extra duty stipends. Letters of request to participate shall be received in the Superintendent's office not later than March 1 for the succeeding fall term and November 1 for the succeeding spring term. These dates may be extended by the consent of the District. The requirements of the assignment shall be at the sole discretion of the district.

8.17 Retiree Benefit Program – Unit members retiring under STRS between the ages of 50 and 65 (and their eligible dependents), having completed at least ten (10) years of service with the District shall be entitled to up to five (5) years of District paid benefits, not to exceed age 65. The district contributions shall be the same as active employees, subject to the same premium cap.

Members hired after July 1, 2007 must meet the above listed requirements but have at least fifteen (15) years of service with the district. Bargaining unit members participating in the pre-retirement reduced workload program are likewise entitled to this provision. Bargaining unit members serving in part-time assignments shall receive a prorated contribution. This provision shall expire no later than the bargaining unit member's sixty-fifth (65th) birthday.

8.18 NCLB Reimbursement – The District shall reimburse bargaining unit members up to \$500 for actual expenses to become deemed highly qualified.

8.19 Effective September 1, 2008, column changes will be allowed up to two (2) times per school year, in accordance with the following timelines:

8.19.1 Unit members must submit a written application for column change by June 30 of the preceding year and an unopened "official transcript" to the Human Resources Department by October 15th of the current year for the column change to be effective the first day of work for courses completed before the first day of work.

8.19.2 Unit members must submit a written application for column change by June 30 of the preceding year and an unopened "official transcript" to the Human Resources Department by March 15th of the current year for the column change to be effective January 1 for courses completed before January 1.

8.19.3 Newly hired unit members must submit a written application for column change and an unopened "official transcript" to the Human Resources Department by October 15th of the current year for the column change to be effective the first day of work of the current year.

8.19.4 Newly hired unit members must submit a written application for column change and an unopened “official transcript” to the Human Resources Department by March 15th of the current year for the column change to be effective January 1 for courses completed before January 1.

8.20 Unit members who attend voluntary professional development at the written request of a district administrator outside of the established work year that exceeds three hours in a day will be paid at the daily substitute teacher rate.

ARTICLE 9: LEAVES

9.1 Personal Illness and Injury Leaves

9.1.1 Full-time unit members will be entitled to ten (10) days leave with full compensation for each school year worked (one day per month) for purposes of personal illness or injury. Unit members who work less than full time shall be entitled to that portion of the ten (10) days leave equivalent to the ratio of the number of hours per week worked related to the number of hours for a full-time member in a comparable position.

9.1.1.1 Full time unit members shall be entitled to use six (6) days of accrued and available sick leave each school year for the following reasons: Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; and for an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code Sections 230(c) and 230.1(a). This entitlement shall be prorated for part time unit members. Covered family members shall be the unit member's parent, parent-in-law, child, spouse, registered domestic partner as defined by Family Code Section 297, grandparent, grandchild and sibling.

9.1.1.1.1 "Child" is defined as a biological, foster or adopted child, a stepchild, a legal ward, a child of a registered domestic partner as defined by law, or a child of a person standing in loco parentis. This definition of a child is applicable regardless of age or dependency status.

9.1.1.1.2 "Parent" is defined as a biological, foster, or adoptive parent, a stepparent, or a legal guardian, or a person who stood in loco parentis when the unit member was a minor child.

9.1.1.1.3 "Parent-in-law" is defined as a biological, foster, or adoptive parent, a stepparent, or a legal guardian of the unit member's spouse or registered domestic partner, or a person who stood in loco parentis when the spouse or registered domestic partner was a minor child.

- 9.1.1.2 For extraordinary circumstances, the Superintendent or designee, at his/her sole discretion, may extend the accrued and available sick leave as authorized in 9.1.1.1 above, beyond six (6) days.
- 9.1.2 After all current and accumulated personal illness and injury leave is exhausted, additional non-accumulated leave will be available for a period, not to exceed one hundred (100) days, provided that medical certification requirements as set forth below are met. The amount deducted for leave purposes from the unit member's salary will be that amount equivalent to the regular daily rate of pay for a substitute employee for the period of the leave.
- 9.1.2.1 A unit member shall not be provided more than one hundred (100) days per illness or accident within the same or succeeding school year. If a unit member exhausts all available sick leave, and continues to be absent on account of illness or accident, he/she shall be placed on a reemployment list pursuant to Education Code 44978.1.
- 9.1.3 If a unit member does not utilize the full amount of leave as authorized in paragraph 9.1.1 above in any school year, the amount not utilized shall be accumulated from year to year.
- 9.1.4 Upon request by District management, a unit member shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. If requested by District management, a unit member shall not return to work until he/she submits a medical doctor's authorization to return to work. The District shall reimburse the unit member for any expenses involved with the request for a medical doctor's certificate or authorization. However, nothing in this paragraph shall discriminate against evidence of treatment and the need therefore by the practice of the religion of any well-recognized church or denomination.
- 9.1.5 Whenever possible, a unit member must contact the District as soon as the need to be absent is known, but in no event less than one (1) hour prior to the start of the work day to permit time to secure substitute service.

- 9.1.6 A unit member who is absent for one-half day or less shall have deducted one-half day from the accumulated leave and if the absence exceeds more than one-half day, a full day shall be deducted from the accumulated leave except that period proration may be used at the middle and high school level.
- 9.1.7 A unit member shall not be allowed to return to work and shall be charged a sick day if the employee fails to notify the District of the employee's intent to return to work prior to the close of the preceding school day if such failure results in a substitute being secured.
- 9.1.8 One day of sick leave shall be granted to summer school teachers in addition to that earned during the regular school year. Summer school sick leave not used will be added to any other sick leave a unit member may have accumulated.
- 9.1.9 Each unit member shall be notified of the accumulated sick leave on or about October 1 and May 1 of each school year. Any errors in sick leave accumulation shall be corrected. Such errors, whether discovered by the unit member or by the District, will be rectified as soon as possible after the discovery and verification of the error.

9.2 Bereavement Leave

- 9.2.1 A unit member will be entitled, without loss of compensation, to maximum of three (3) days leave of absence, or six (6) days leave of absence if travel outside a 200-mile radius is required due to the death of any member of his/her immediate family.
- 9.2.2 For purposes of this provision, an immediate family member shall be limited to spouse, registered domestic partner as defined by law, parent, step-parent, child, step-child, son-in-law, daughter-in-law, brother, step-brother, sister, step-sister, grandparent, or a grandchild of the employee or of the spouse or registered domestic partner as defined by law, or any relative living in the immediate household of the employee. Additionally, this leave may be used due to the death of an individual who lived in the immediate household of the employee for a period of not less than two (2) years in the capacity of a legally established foster child or parent.

9.3 Paid Parental Leave

- 9.3.1 Effective January 1, 2017, as provided by Education Code section 44977.5, unit members shall be entitled to parental leave as set forth in this section.
- 9.3.2 For purposes of this section, “parental leave” means leave for the purpose of bonding with the unit member’s newborn child, or with a newly placed child in the unit member’s household for adoption or foster care. Parental leave does not include leave taken for the employee’s disability due to pregnancy, childbirth, or recovery therefrom.
- 9.3.3 Unit members shall use current and accumulated sick leave for parental leave, for up to 12 workweeks.
- 9.3.4 When a unit member with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to ~~difference pay~~ differential pay (the member's daily rate of pay less the cost of a substitute teacher) for the remainder of the 12-week leave.
- 9.3.5 Except for extenuating circumstances, the unit member must give the District at least 30 days’ advance written notice of his or her intention to use parental leave and the anticipated dates of the leave.
- 9.3.6 Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks’ duration; however, the unit member may take parental leave in increments of less than 2 weeks on up to two occasions.
- 9.3.7 Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period.

9.4 Child Rearing

9.4.1 Unit members shall be granted an unpaid child rearing leave, upon request, for the purpose of caring for a natural or adopted child. The leave shall be granted for two (2) semesters unless extended as specified below.

9.4.2 If a unit member expects to apply for a child rearing leave, the unit member shall request such a leave as soon as practicable, not later than sixty (60) days prior to the anticipated date of delivery unless medical circumstances make this impractical. Such request shall be in writing and shall include a statement as to the dates the unit member expects to begin and end the leave without pay. A requested extension of leave may be granted, upon recommendation by the Superintendent, by the Board of Education for one additional semester.

9.4.3 The unit member is not entitled to the use of any accrued sick leave or other paid leave while on a leave for child rearing, whether or not an illness or disability during the leave period is related to a pregnancy, childbirth or recovery there from.

9.4.4 There will be no diminution of employment status while on child rearing leave except that the unit member shall not be entitled to salary step advancement, nor shall the time taken for child-rearing leave count toward service credit; however, said leave shall not be counted as a break in service for contract purposes.

9.4.5 A unit member on a child rearing leave may, at his/her option, pay the premiums at the prevailing group rate and continue to be covered by the District's medical and dental insurance plans.

9.5 Jury Leave

9.5.1 The District agrees to grant to a unit member called for jury duty in the manner provided by law, a leave of absence without loss of compensation for time required to perform jury duty during his/her regularly assigned working hours not to exceed ten (10) days (except under extenuating circumstances). Unit members so called for jury duty must notify the District of service date(s) within seven days of receipt of notice from court.

- 9.5.2 The District shall pay the unit member at his/her regular rate of pay during the time of the absence provided, the unit member shall pay to the District the amount received for jury duty, less meals, travel and parking allowance. This amount shall be paid to the District prior to eligibility for receipt of the subsequent payroll warrant.
- 9.5.3 Unit members are required to return to work during any day in which jury duty services are not required. The District may require certification of jury duty prior to or subsequent to providing jury duty compensation.
- 9.5.4 No more than 2% of the unit may be absent on this leave at any given time.
- 9.5.5 Unit members called for jury duty in a court of law during their regular work year who elect to defer their jury service to non-required service days (i.e. summer, winter, and spring breaks) shall be compensated by an amount equal to the District's daily substitute teacher rate of pay for each day of served jury duty, up to a maximum of ten (10) days. To qualify for compensation, the unit member must provide written documentation to the District showing the original jury summons date and the actual date(s) of jury duty served.

9.6 Personal Necessity Leave

- 9.6.1 Leave which is credited under 9.1 (Personal Illness and Injury Leave) of this Article may be used at the unit member's election for purposes of personal necessity provided that use of such personal necessity leave does not exceed seven (7) days in any school year. Employees may use up to five (5) days of the seven (7) days of Personal Necessity Leave for personal necessities not specified in this Agreement (commonly referred to as Per Contract or "PC" days) provided that at least 24 hours notice must be given the district. This provision will not be used for concerted activities, for work for remuneration, or when substitutes are not available. Under no circumstances shall "PC" days be used for the extension of a holiday or vacation period.
- 9.6.2 Personal necessity leave shall be limited to:
- a. death of a member of the immediate family when the number of days

exceeds that authorized under Section 9.2 of this article (Bereavement Leave);

- b. serious illness of a member of the unit member's immediate family;
- c. an accident which is unforeseen involving the unit member's person or property, or the person or property of the unit member's immediate family;
- d. or other personal necessities which are allowed at the discretion of the Superintendent or designee, such as presence of father at time of childbirth, funeral attendance other than for members of the immediate family, transportation difficulties beyond the control of the unit member, imminent danger to the home or property of the unit member (e.g. flood, area fire, etc.) and appearance in court as a litigant provided the District is not placed in the role of defendant with a unit member as plaintiff. Under no circumstances shall leave be available solely for purposes of personal convenience or for the extension of a holiday or vacation period, for matters which can be taken care of outside the work hours, or for recreational activities.

9.6.3 Before the utilization of personal necessity leave a unit member must obtain prior approval from the appropriate management person. Personal necessity leave shall not be arbitrarily denied. Should the circumstances outlined in 9.5.2 arise, the unit members shall make every effort to comply with District procedures to enable the District to secure a substitute.

9.6.4 Under all circumstances a unit member shall verify in writing that the personal necessity leave was used only for purposes as set forth in 9.5.2 (a-d). The District may request verification of Personal Necessity in the event that there is a reasonable suspicion of abuse. A unit member shall be subject to appropriate discipline if the leave was used for purposes other than stipulated. This provision is not applicable to the five (5) PC days.

9.6.5 For purposes of personal necessity an immediate family member shall be the same as defined in 9.2.2 – (Bereavement Leave).

9.6.6 A PN/PC Form shall be agreed to by the parties and attached to this Agreement.

9.7 Leave for Pregnancy Disability

9.7.1 Unit members are entitled to use sick leave as set forth in 9.1 (Personal Illness and Injury Leave) for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or related medical condition on the same terms and conditions governing leaves of absence from other illnesses or medical disability. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.

9.7.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or related conditions when sick leave as set forth in 9.1 has been exhausted. The date on which the unit member shall resume duties shall be determined by the unit member on leave and her physician; however, the District management may require a verification of her ability to return to work.

9.7.3 The unit member on leave for pregnancy disability will be entitled to return to a position comparable to that held at the time the leave commenced, and will not be disqualified from participation in any training program leaving to a desired change of assignment, transfer or promotion.

9.8 Industrial Accident and Illness Leave

9.8.1 Unit members will be entitled to industrial accident illness leave according to the provisions of the California Education Code for personal injury which has qualified for worker's compensation under the provisions of the Worker's Compensation Insurance Company.

9.8.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident or illness.

- 9.8.3 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury or illness involved.
- 9.8.4 For any days of absence from duty as a result of the same industrial accident or illness, the unit member shall endorse to the District **any** wage loss benefit check from the Worker's Compensation Insurance Company which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.
- 9.8.5 If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant, the amount of such disability indemnity actually paid to and retained by the unit member.

9.9 Subpoena Leave

- 9.9.1 Unit members will be provided leave without loss of compensation to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of a unit member.

The unit member shall submit a written request for an approved absence and evidence of subpoena a reasonable time prior to the beginning date of the leave.

- 9.9.2 The District shall pay the unit member at his/her regular rate of pay during the time of the absence; provided, the unit member shall pay to the District the amount received for witness fees, less meals, travel and parking allowance. This amount shall be paid to the District prior to eligibility for receipt of the subsequent payroll warrant.

9.10 Sabbatical Leave

9.10.1 After completing seven (7) consecutive full school years of service, a unit member will be eligible to apply for a leave of absence not to exceed a one-year period, or leave of absence in separate six-month periods or separate quarters provided that such is commenced and completed within a three-year period.

9.10.2 Unit members applying for sabbatical leave must submit their request on the appropriate form by no later than February 1 of the school year preceding the school year for which the leave is requested. Unit members will be notified of their status by April 1.

9.10.3 Subsequent to the Superintendent's recommendation, the Board of Education may grant leaves, not to exceed three (3) unit members at any time, based on:

- a) the financial status of the District; b) benefit of the proposed leave to the educational process.

9.10.4 A unit member on sabbatical leave will receive one-half of the salary he/she would have been paid during the period of leave, and the appropriate salary schedule placement which would have been granted had the unit member not been on leave. A unit member may elect to continue to be covered by the District's medical and dental insurance plans while on sabbatical leave, whereupon the District will pay one-half (1/2) of the premium cost and the unit member the other one-half (1/2).

Seniority credit will not be granted to those on leave, except that the unit member will be entitled to return to a position comparable to that which was held at the time of granting the leave.

9.10.5 The terms and conditions of the leave shall be agreed upon in writing, and shall include, but not be limited to:

- a. an indemnification bond for failure to successfully complete the sabbatical program or to render the necessary post-leave service;

- b. a stipulation to post-leave service of not less than two (2) full years for a full year of leave, and one (1) full year for a one-half (1/2) year leave;
- c. the description of the sabbatical program, and;
- d. appropriate reporting procedures as may be designated by the Superintendent.

9.11 Military Leave

9.11.1 Unit members employed in a probationary or permanent position shall be entitled to and granted a leave of absence for service in the military of the United States or the State of California, as provided by state and federal law.

9.11.2 In the case of a probationary member, the period of the leave of absence shall not be counted as part of the service required as a condition precedent of the attainment of permanent status.

9.11.3 Time spent on military leave shall count toward salary step advancement within the limits of the salary schedule procedure of Appendix A of the Agreement.

9.12 Exchange Teacher Leave

9.12.1 Unit members who have attained permanent status will be eligible to apply for an exchange teacher leave of absence not to exceed a one-year period. Subsequent to the Superintendent's recommendation, the Board of Education may grant leaves based on the benefit of the proposed leave to the educational process.

9.12.2 Applicants for exchange teacher leaves must submit their requests by no later than February 1 of the school year preceding the school year in which the leave is requested. The request shall include the name and address of the superintendent of the District in which the unit member expects to serve. An agreement regarding the teacher exchange will be executed between districts.

9.12.3 Unit members serving as exchange teachers shall be compensated in accordance with their regular placement on the salary schedule in Appendix A. Time spent as an exchange teacher shall count towards salary step advancement within the limits of the salary procedures.

9.12.4 Unit members on exchange teacher leave for one semester shall be entitled to return to the same assignment held at the time the leave was granted, unless such assignment was discontinued. A member on leave for more than one semester shall be entitled to return to an assignment comparable to the one held at the time the leave was granted.

9.12.5 A unit member may at his/her option pay the premiums at the prevailing employee group rate and continue to be covered by the District's medical and dental insurance plans for a period not to exceed one year.

9.13 Fulbright Exchange Teacher Leave

9.13.1 Unit members shall notify the Superintendent of their intention to apply for a leave of absence under the Fulbright Act no later than October 15, and will advise the Superintendent promptly of the action taken by the Board of Foreign Scholarships.

9.13.2 The exchange leave shall be made in accordance with the full provisions of the Fulbright Act. If the exchange is with a country in which the provisions of the Act provide for salary payment by the local district, the unit member will be compensated in accordance with his/her regular placement on the salary schedule in Appendix A. Time spent as a Fulbright Exchange teacher shall count toward salary step advancement within the limits of the salary procedures.

9.13.3 Unit members on Fulbright Exchange Teacher Leave for one semester shall be entitled to return to the same assignment held at the time the leave was granted, unless such assignment was discontinued. A member on leave for more than one semester shall be entitled to return to an assignment comparable to the previous position.

9.13.4 A unit member may at his/her option pay the premiums at the prevailing employee group rate and continue to be covered by the District's medical and dental insurance plans for a period not to exceed one year.

9.14 Other Leaves Without Pay

9.14.1 Upon recommendation by the Superintendent and approval by the Board of Education, leave without compensation, increment, or tenure credit may be granted for a period of one school year for the following reasons:

- a) home responsibility defined as circumstances arising from the prolonged illness of a family member(s) or other pressing conditions requiring the continuing presence of the unit member away from the place of employment;
- b) study defined as attending an institution of higher learning for purposes of career advancement;
- c) travel defined as domestic and foreign travel which may include the acceptance of another short-term teaching position without resigning from the District; and
- d) opportunity defined as acceptance of a temporary employment position outside the District (without resigning from the District) in business, industry or other governmental organization for purposes of broadening the unit member's teaching perspective.

9.14.2 The application for and granting of such leaves of absence shall be in writing and submitted to the Superintendent. In addition, a unit member on such leave shall notify the District Personnel Offices by February 1 of the school year as to the intent to return to employment in the District for the following school year. The District Personnel Office shall remind any unit member on such leave of their obligation to inform the District of their intent to return for the following school year via certified mail by January 15th. Failure to notify may be considered an abandonment of position.

9.14.3 A unit member may at his/her option pay the premiums at the prevailing employee group rate and continue to be covered by the District's medical and dental insurance plans for a period not to exceed one year.

9.15 Family and Medical Leave

Eligible unit members shall be entitled to family and medical leave as provided in the California Family Rights Act of 1991 (Government Code section 12945.2), and the federal Family and Medical Leave Act of 1993 (29 U.S.C. §2601, et seq.). Eligible unit members shall be entitled to twelve (12) workweeks of leave for a qualifying reason (or twenty-six (26) workweeks to care for a parent, spouse, child, or next of kin injured in active military duty as specified by law) in a twelve (12) month period. The twelve-month period shall be defined as a fiscal year (July 1 through June 30).

ARTICLE 10: HOURS OF SERVICE

- 10.1 **Effective July 1, 2016,** ~~the~~ contractual year for the duration of this Agreement shall be 180 teaching days for bargaining unit members plus no more than ~~three (3)~~ **four (4)** in-service days. New bargaining unit members shall have no more than ~~four (4)~~ **five (5)** in-service days.

The minimum bargaining unit contractual work day shall be as follows:

Preschool	Monday – Friday 8:30 am – 3:00 pm 30 minute lunch	
Kindergarten	Monday 8:20 am – 1:45 pm No change to current lunch schedules	Tuesday – Friday 8:20 am – 1:45 pm
First - Fifth	Monday 8:20 am – 1:30 pm No change to current lunch schedules	Tuesday – Friday 8:20 am – 2:45 pm
Middle School	Monday 8:10 am – 1:40 pm 30 minute lunch	Tuesday – Friday 8:10 am – 2:40 pm 30 minute lunch
High School	Monday - Friday Period 1 – 6 30 minute lunch	7:45 am – 2:35 pm
Educational advisors/counselors	Monday – Friday 7:30 am – 3:30 pm 30 minute lunch	

Exclusive of 10.10 below, and upon request of the unit member, educational advisors/counselors scheduled by a site administrator outside of these hours shall be compensated with compensatory time off for the educational advisor/counselor, equal to the time provided.

10.1.1 At El Segundo High School, period 2 shall be sixty (60) minutes in length and all other periods shall be fifty-five (55) minutes in length. The passing period shall remain seven (7) minutes.

10.1.2 Routine high school faculty meetings shall be conducted up to, but no more than, nine (9) times per year, from 7:15 am to 7:45 am.

10.1.3 All high school teachers shall attend professional development activities. High school coaches/advisors shall attend these activities, except when games/performances are scheduled in conflict with these activities.

10.1.4 For grades 1 through 8, an additional ten (10) minutes per day (included in the schedules above) of instructional time, four days per week, will be banked for the purposes of faculty meetings and staff development generally in the form of:

- Fourteen (14) one hour faculty or grade level/department meetings (2:00pm - 3:00pm)
- Seven (7) one and one half (1 ½) hour blocks of time, the purpose of which is to be determined by the school faculties (2:00pm - 3:30pm)
- Seven (7) one and one half (1 ½) hour blocks of time for district directed professional development meetings (2:00pm – 3:30pm)
- Any additional Mondays beyond twenty-eight (28) shall be used for faculty and/or grade level/department meetings. (2:00pm – 3:00pm)

This meeting schedule may be revised by the mutual consent of the parties.

10.1.5 The Kindergarten through Second grade split reading program will continue to operate on staff development days.

10.1.6 At the request of unit members, site administrators shall add general education/special education item(s) to the agenda on Professional Development Mondays.

10.1.7 The ESTA president and/or designees shall meet with the Superintendent and/or designee(s) to design all staff development, subject to Board approval.

10.1.8 With the exception of the Special Education Preschool Teacher, all bargaining unit members shall have a minimum day for Back to School Night and Open House (if held). The Special Education Preschool Teacher shall be compensated up to two (2) hours at the Certificated hourly rate for participation in Open House.

10.1.9 Additional minimum days shall be scheduled as follows:

- Bargaining unit members in Grades K shall have five (5) all-student early bird ~~minimum~~ days for the purpose of grade reporting/conducting parent conferences as scheduled in the academic calendar. Unit members in grades 1 and 2 shall have five (5) all-student early bird minimum days and two (2) regular minimum days for the purpose of grade reporting/conducting parent conferences as scheduled in the academic calendar.
- Bargaining unit members in Grade 3 shall have one (1) substitute day for the purpose of grade reporting/conducting parent conferences as scheduled in the academic year. In addition, bargaining unit members in Grade 3 shall have seven (7) minimum days for the purpose of grade reporting/conducting parent conferences as scheduled in the academic calendar.
- Bargaining unit members in Grades 4 and 5 shall have two (2) substitute days for the purpose of grade reporting/conducting parent conferences as scheduled in the academic calendar. In addition, bargaining unit members in Grades 4 and 5 shall have seven (7) minimum days for the purpose of grade reporting/conducting parent conferences as scheduled in the academic calendar.

- Bargaining unit members at El Segundo Middle School shall have three (3) minimum days per semester for the purpose of grade reporting, and one (1) minimum day for promotion day.
- Bargaining unit members at El Segundo High School shall have three (3) minimum days per semester for finals (on finals schedule), seven (7) minimum Mondays for district directed professional development (2:00pm– 3:30pm), and seven (7) minimum Mondays for which the subject shall be determined by the faculty (2:00pm – 3:30pm).

10.1.10 On each of the two days of pre-service, certificated unit members will be provided teacher directed time after lunch for on-campus collaboration, planning, and preparation as well to attend the ESUSD Health Fair. The structure of these two days shall be determined by consensus of the joint Professional Development Committee.

10.2 Bargaining unit members, excluding educational advisors/counselors, shall be on duty and responsible for instructional and other assigned duties a reasonable length of time before the beginning of their students' daily instructional programs, and remain on duty for a reasonable length of time after the close of the students' regular school day. If the bargaining unit member's first assigned period is a preparation period, the bargaining unit member will be on duty before the preparation period.

10.3 In addition to assigned classroom teaching or support duties, bargaining unit members shall be required to perform other duties many of which may occur outside of scheduled classroom or school session hours. Such duties include, but are not limited to: planning, selecting and preparing materials for instruction; receiving and evaluating work of students; conferring and counseling with students, parents, staff and administrators; maintaining records, supervising instructional assistants as assigned; attending faculty, departmental, and grade level meetings; participating in approved staff development programs; and assuming responsibility for the proper use and control of district property, materials, supplies and equipment.

- 10.4 Other such additional duties include supervising students within and outside of scheduled classroom or school session hours; supervising and providing leadership of student organizations and activities as assigned; participating in parent, community and open house activities, serving on committees, and providing advice and service to the district. In assigning duties set forth in this paragraph, site administrators shall make a reasonable effort to assure that the hours or work involved are equitably distributed among the staff with volunteers considered prior to mandating an assignment, and that reasonable notice of scheduling is provided.
- 10.5 With the exception of Back to School Night and Open House, no bargaining unit member shall be required to attend any activity which begins more than 1 ½ hours after the end of their schedule work day. Unit members who elect to participate in board approved activities (e.g. Family Nights, Parent Education Programs, etc.) shall be compensated at the hourly rate for doing so, except bargaining unit members who volunteer for such activities in part or fully for the purposes of alternative evaluation (See Article 6).
- 10.6 The District shall provide a preparation period equivalent to one period of instruction per day for classroom teachers at the middle school and the high school.
- 10.6.1 No Middle School or High School teachers shall be required to prepare for more than three (3) different classes. Bargaining unit members with permanent status may volunteer for more than three preparations. The parties recognize that specific offerings (e.g. foreign language) upon mutual consent may need to be exempted from this provision.
- 10.6.2 The District shall provide a ten-minute (10) preparation period for each class taught by Educational Advisors.
- 10.7 The District shall provide sixty-minutes (60) of preparation time per week to each bargaining unit member at the grades 1 – 5, unless otherwise agreed upon.
- 10.8 The Special Education Preschool Teacher shall be provided thirty (30) minutes of preparation time per day.

- 10.9 Bargaining unit members elected to School Site Councils (SSC) shall be released to Attend those meetings when SSC meetings are conducted during the regular school day. If meetings are held after the regular school day, unit members elected to serve on school site councils shall be compensated at the \$30 hourly rate of pay, funded by the SSC's.
- 10.10 Classroom teachers who are required to participate in Individualized Education Plan (IEP) or Student Study Team (SST) Meetings (including "transition" meetings) during the regular working day for students assigned to their classroom shall be provided release time by a means determined by the district. No unit member shall be required or requested to stay more than one hour beyond their workday to attend an IEP or SST.
- 10.11 The District may assign up to eight permanent bargaining unit members per site, upon mutual agreement between the teacher and the site administrator to an extra period each semester. When multiple sections are required in the same content area, the district shall make every effort to recruit for a new FTE. These extra classes will be used to reduce class size. Extra classes must be a voluntary assignment and shall exclude nonpermanent bargaining unit members. This provision shall commence between the superintendent and the president of ESTA, not at the site administrator/bargaining unit member level. If no district bargaining unit members volunteer or qualify for the assignment the district may hire a qualified instructor to fill the position (See Article 8, Compensation for Salary).
- 10.12 The District may schedule up to 10 days beyond the calendar for added services to be paid on a per diem basis. Teachers will not be required to serve on these added days unless they volunteer.
- 10.13 Unit members who are less than one hundred percent (100%) shall be required to attend no more than the same percentage of professional development, faculty, and the grade level/department meetings as the percentage of their assignment, as required by the site administrator, in consultation with the unit member. These unit members shall remain for a reasonable length of time after their instructional day, in accordance with Section 10.2.

ARTICLE 11: EARLY RETIREMENT WITH REDUCED WORKLOAD

- 11.1 Unit members attaining age 55, who have completed ten (10) years of full-time service with the District, will be eligible to apply for part-time employment.
- 11.2 Part-time employment shall be defined as the following:
- a. A one hundred percent (100%) assignment for one semester and no assignment for the other semester of the school year; or
 - b. A fifty percent (50%) assignment for each semester. Co-applicants will be required at the respective grade levels to provide full class coverage.
- 11.3 Applicants for part-time employment must submit their request to the Superintendent no later than ninety (90) days preceding the date when the reduced work schedule is to begin. Subsequent to the Superintendent's recommendation, the Board of Education may grant the part-time employment request provided it serves the best interest of the District. Such grants shall be on a fair and equitable basis.
- 11.4 Requests to be restored to full-time employment must be submitted to the Superintendent no later than February 1 of the school year preceding the year in which the return to full-time status is requested. Subsequent to the Superintendent's recommendation, the Board of Education may grant the request to return to full time employment status provided there is a full-time vacancy for which the requesting unit members is qualified and which the District is actively seeking to fill.
- 11.5 Unit members assigned to part-time employment status will be paid a pro-rata salary. Additionally, the District will provide for each part-time unit member and his/her eligible dependents, the same life, accidental death/dismemberment, medical and dental insurance coverage as that provided for full-time members.
- 11.6 Unit members and the District shall submit required STRS contributions based on the amounts the unit member would have earned if he/she were employed on a full-time basis.

- 11.7 Part-time unit members shall earn sick leave directly proportionate to the percent of full-time employment.
- 11.8 The employee should check with State Teachers' Retirement System before entering this program.

ARTICLE 12: GOLDEN HANDSHAKE

- 12.1 The parties agree to implement Education Code Section 44929 for bargaining unit members who desire to retire through June 30, 2000 and meet the following conditions:
- Age is between 55 and 60
 - Eligible to retire under STRS rules
 - Submits a letter of retirement, effective at the end of the school year, between January 1 and April 15
 - Other provisions of Education Code Section 44929
- 12.2 Subject to continued statutory authorization, the Golden Handshake will be extended through the end of this contract. After June 30, 2000, the Golden Handshake will be available whenever approved by the state to all unit members hired prior to January 1, 1980, and to all others when the District chooses to offer the retirement incentive, subject to the conditions listed in section 12.1 (a-d).
- 12.3 Once these bargaining unit members retire, the district will no longer be obligated to offer this incentive. In lieu of 12.1 above, the parties may consider the attached MOA, which shall not be incorporated into the collective bargaining agreement. In order to test the viability of both plans, all eligible retirees shall be notified not later than September 1, in writing to their last known address, of the possibility participating in a retirement incentive.

ARTICLE 13: CLASS SIZE

13.1 Each year the District shall establish staffing ratios for grades K, 1-3, 4-5, 6-8, 9-12 in core academic subjects (math, social science, English, science, foreign language), consistent with any Education Code requirement. The District shall provide the Association with an opportunity to provide input prior to the established of these ratios. The District shall communicate the staffing ratios to the Association president on or before the beginning of each term.

In determining class sizes, the District shall consider the effect of mainstreaming special education students and English Learner students into regular classes. Special Education class sizes shall be maintained in accordance with the requirements of the Education Code. Special Day Classes, Advanced Placement and Class Size Reduction classes shall not be included in computing the staffing ratios.

13.2 Within three weeks after the beginning of each term the District shall provide to the Association president a report of classes and student enrollment.

13.3 The District shall consider the distribution of students among classes at a given grade level or subject in a school and the distribution of students within a given subject area in determining class sizes. In addition, the district shall take into consideration the number of work stations available.

13.4 In the event that any K-5 class exceeds the staffing ratio by three (3) students after initial class balancing at the beginning of the school year, the affected unit member may request a conference with the site administrator to explore mitigation options mutually agreeable to the parties. At the unit member's request, the Association site representative shall be present at the conference.

13.5 In the event that any 6-12 grade class exceeds the staffing ratios by three (3) students after initial class balancing at the beginning of the school year, the affected unit member

may request a conference with the site administrator to explore mitigation options mutually agreeable to the parties. At the unit member's request, the Association site representative shall be present at the conference.

- 13.6 No Advanced Placement or Honors classes except for two (2) classes shall continue at the secondary level that has an enrollment of fifteen (15) or fewer students at the beginning of the semester in which it is offered.
- 13.7 Physical education and instructional aides shall be provided to fourth and fifth grade teachers through June 30, 2008. The parties may reopen at any time on this provision in the event that these services may be otherwise provided.
- 13.8 Administration shall meet with representation from each school and grade level to determine schedules and time utilization. The District shall provide the necessary training and state standard aligned curriculum. Three (3) hours of aide time shall be provided daily at each elementary school. Bargaining Unit Members shall provide line of sight supervision of the aides equitably on a rotational basis.

ARTICLE 14: LAYOFFS

The District will make layoffs, if any, in compliance with the requirements of the Education Code. Issues regarding proper implementation of layoffs shall be presented pursuant to Education Code procedures on layoffs.

ARTICLE 15: SAFETY CONDITIONS

- 15.1 The District shall make a reasonable effort to provide a place of employment which is as safe as the nature of the employment and assigned duties reasonably permit. A unit member shall not be required to perform duties under condition which post an immediate and serious threat of serious bodily harm to the unit member, provided that he or she has exhausted all reasonable means within his or her discretion to remedy the condition.
- 15.2 Unit members must notify their immediate supervisor in writing, or in the case of emergency, orally, concerning an unsafe condition in the District directly affecting the physical welfare of any student or unit member.
- 15.2.1 Maintenance personnel will report receipt and status of maintenance request completion to site administrator within seven (7) workdays after receipt of notice. Within five (5) workdays of staff inquiry, the site administrator will produce status of maintenance request.
- 15.3 The District shall investigate all conditions which are reported to be unsafe, hazardous, unhealthy or potentially dangerous and shall take necessary steps to have the condition remedied. The District shall institute such emergency safety precautions as deemed necessary.
- 15.4 Within the scope of its manpower and financial resources, the District shall make every reasonable effort to conform to the applicable minimum standards established by the Occupational Safety and Health Act.
- 15.5 School safety committees shall meet annually to review individual school emergency plans.

ARTICLE 16: PROHIBITED ACTIVITIES

- 16.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, or other similar interference with the operations of the District by employees or by the Association, its officers, or agents, during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 16.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other similar interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 16.3 This Article shall remain in full force and effect from the date of ratification through June 30, 1993, provided, however, that if no agreement is reached on re-openers upon exhaustion of the impasse procedures of the Rodda Act, the Article shall be suspended.

ARTICLE 17: SAVINGS PROVISION

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

In the event that final judgment from a court of competent jurisdiction holds that a provision of this Agreement is illegal, the following procedure applies. Either party may, within thirty (30) day of the decision becoming final, notify the other party of its intent to negotiate a replacement provision. The parties will then meet and negotiate with the goal of replacing the invalid provision.

ARTICLE 18: SUPPORT OF AGREEMENT

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process. Therefore, it is agreed that the Association and its membership, and the District shall support this Agreement for its term and shall not appear before each other to seek change or improvement in any matter subject to the meet and negotiate process except by mutual agreement in writing by the District and the Association.

ARTICLE 19: COMPLETION OF MEETING AND NEGOTIATING

- 19.1 The District and Association each agree that the other shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to in this Agreement or not, even though the subject or matter may not have been within knowledge or contemplation of either or both parties at the time they met and negotiated this Agreement.

- 19.2 The purpose of this provision is not intended to deny the Association any of its rights under the Education Employment Relations Act in the event that changes in working conditions are proposed.

- 19.3 If agreement is not reached on re-openers for the final year of this Agreement, either party may submit the unresolved disputes to the P.E.R.B. as impasse issues.

ARTICLE 20: NEGOTIATION PROCEDURES

- 20.1 Meeting and negotiating in good faith will begin no later than six (6) weeks after submission by the Association of its proposal, for the purpose of modifying and amending the Agreement for the following contract period.
- 20.2 Negotiation meetings will be scheduled as mutually agreed upon by both parties, however, they will not be scheduled outside the hours of 8:00 a.m. and 5:00 p.m. Association representatives appointed for the purpose of meeting and negotiating will receive released time from duties without loss of compensation.
- 20.3 All initial proposals submitted by either party shall be presented at a public meeting, and thereafter, shall be public record. Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to allow the public to become informed and to express itself at a scheduled meeting.

ARTICLE 21: TERM

This Agreement shall remain in full force and effect from the date of ratification through June 30, 2019. Re-openers for the 2017-2018 and 2018-2019 school years shall be limited to Article 8 (Compensation and Benefits), , and up to three (3) articles in 2017-2018 and two (2) articles in 2018-2019 selected by each party. The parties may open on one additional article in 2018-2019 by mutual agreement. Further, in the absence of resolution, the parties agree to re-open negotiations for 2017-2018 on special education, Early Bird/Later Gator, and salary related to Appendix C; Special Assignments Adder Schedule to the extent any issues related to these topics are within the scope of representation as defined in Government Code section 3543.2. The parties agree to complete the public notice procedures and begin bargaining for 2017-2018 no later than March 15, 2017. The parties agree to complete the public notice procedures and begin bargaining for 2018-2019 no later than March 15, 2018.

ARTICLE 22: PUBLIC COMPLAINTS

The District shall not take adverse action against a unit member without complying with the following provisions:

Verbal complaints against a bargaining unit member made initially to a board member or the board shall be referred to the Superintendent. All verbal and/or written complaints made against a bargaining unit member to any administrator shall be initially redirected to the unit member for the purpose of attempting to resolve the complaint, unless the complaint addresses a potentially criminal or civil violation. The bargaining unit member shall be notified within five (5) work days of receipt of the complaint. The unit member, with the support of the immediate supervisor shall attempt to schedule a meeting with the complainant.

In the event that the complaint cannot be satisfactorily resolved by the bargaining unit member, the complaint shall be made in writing and delivered to the bargaining unit member's immediate supervisor. The complaint shall include the complainant's signature. The bargaining unit member shall receive a true copy of the complaint.

The immediate supervisor shall, within five (5) days of receiving the written complaint, conduct an investigation of the complaint. This investigation shall be concluded within ten (10) days of receipt of the written complaint, with the findings transmitted in writing to the bargaining unit member within fifteen (15) days of the receipt of the complaint. For complaints of a potentially criminal or civil litigation nature that require investigation, the timelines shall be extended by 30 additional work days for the purposes of the investigation. The timeline shall be extended after providing written notice to the bargaining unit member. These timelines shall be suspended pending investigations conducted by outside agencies dealing with complaints involving potential criminal or civil liability.

Any negative material relative to a bargaining unit member's instructional performance shall be in writing and signed by the complainant. The bargaining unit member shall be notified within five (5) days of receipt of the complaint, notified of the pending placement in the personnel file, furnished a copy of the complaint, and allowed to file a response. Reasonable release time shall be granted to prepare the response. Complaints that are withdrawn, except those of a legal, criminal or civil litigation nature, shall be removed from the personnel file. Complaints subsequently proven to be false shall be removed from the personnel file.

ARTICLE 23: NATIONAL BOARD CERTIFICATION

1. Unit members with permanent status and satisfactory evaluation may apply to receive support for National board Certification (NBC) by submitting a letter of interest to the Professional Growth Panel (PGP) (nee PAR).
2. Unit members who receive the approval of the PGP shall receive compensation by the District for all assessment expenses not funded by alternative sources. The initial assessment fee for NBC is currently \$2,500 and the non-refundable application fee is \$65. All candidates shall apply to the California State Department of Education to participate in the Candidate Subsidy Program. Limited funding is available through this program in the amount of a 50% subsidy. In addition, all candidates shall apply to the Boeing Corporation Subsidy program. While all candidates may not be awarded this subsidy, it is the goal of the District and the Association to minimize the cost of expenses to the District by making maximum use of available and alternative resources. Candidates shall be entitled to District reimbursement for application and assessment fee expenses upon proof of payment. Additional reimbursement shall be at the option of the District. Candidates shall receive up to five (5) release days for purposes of preparing for NBC assessments. These reimbursement provisions shall not be construed as precedent setting or past practice with regard to expenses that may be incurred for any out-of-pocket expenses related to other types of professional certification.
3. In exchange for the above financial support, participants shall sign a Statement of Intent to provide two (2) years of service in the District following completion of the NBC process. In the event that participants fail to complete the promised service, the amount of the District contribution to application and assessment expenses and of substitute costs for release time shall be deducted from the final pay warrant of the participant. This provision may be waived at the express option of the District in the event of death, disability or other circumstance beyond the control of the participant.
4. In addition to any state or federal incentive compensation which may be provided, employees who achieve or hold NBC shall receive an annual stipend equivalent to the doctoral stipend and shall be eligible for placement at Column 7, Step 14 if they otherwise possess the requisite units and years of experience.

Upon mutual agreement of the District and the Association, unit members holding NBC may provide up to ten (10) days of additional services to the District outside the contractual work-day/work-year pro-rated at the per diem rate of the unit member. Determination of the work to be provided shall be made by the PGP contingent upon approval of the Superintendent or designee and may include, mentoring other NBC candidates, professional development in their area of certification or such other service as may be mutually agreed upon. STRS credit shall be applied as determined by statute.

ARTICLE 24:
MEMORANDUM OF AGREEMENT
BETWEEN THE
EL SEGUNDO UNIFIED SCHOOL DISTRICT AND
THE EL SEGUNDO TEACHERS ASSOCIATION

RE: Alternative Retirement Incentive Program

The district may, in lieu of the provisions of Article 12, consider this salary saving incentive in the year(s) that any of the bargaining unit members hired before January 1, 1980 elect to retire. Once these bargaining unit members retire, the District will no longer be obligated to offer this incentive. However, the parties may consider offering this incentive, if economically viable in other years, as described below.

Within thirty (30) days of the signing of the state budget, the parties shall meet to determine the feasibility (demonstration of a savings) of offering the retirement incentive in the current school year. The district shall not unreasonable withhold this benefit, yet the parties agree that this plan shall be offered only as an incentive, not an entitlement.

In the event that the district elects to offer the incentive, the following provisions apply:

- 1) Within thirty (30) days of the signing of the budget act, the Association, District and plan administrator shall agree on the minimum number of participants and the final spend amount (i.e. the percent of final pay to purchase the fixed annuity – 100%, 80%, 60%) required to meet the sustained savings threshold.
- 2) Prospective retirees must be eligible for CalSTRS retirement on or before the first day of the second semester in the plan year.
- 3) The enrollment window shall close at 4:00 p.m. on the workday immediately preceding the Veteran's Day holiday, in the form of a letter of resignation for the purposes of retirement, effective the workday immediately prior to the first workday of the second semester.

- 4) To be eligible, prospective participants must have ten (10) years of service with the El Segundo Unified School District. If the minimum number of participants required is not met, the unit members who submitted letters of resignation for purposes of retirement may revoke that resignation letter.
- 5) The retiree shall receive a monthly payment based on a flat rate of \$180 per days worked.
- 6) Prospective participants must agree to render the remaining contract days of continuing service (the second semester of the incentive year). Participating retirees earn one day of sick leave per month (all five advanced and available at the beginning of the second semester) and are subject to applicable leave provisions. In the event that emeritus teacher takes more than five (5) sick leave days, they will receive the difference between the \$180 per day flat rate and the actual cost of the substitute teacher. Active employee health benefits shall remain in full force during this period, followed by retiree health benefits effective July 1.
- 7) Participants shall be formally classified as “permanent emeritus”, as described in the attached MOA.
- 8) Bargaining unit members participating in the retirement incentive program shall be classified as “permanent emeritus”, described as follows:
 - a. A separate class of represented bargaining unit member is hereby created, that being teachers participating in the retirement incentive program.
 - b. This class of bargaining unit member shall be entitled to the same representational rights as enjoyed by active employees.
 - c. This class of bargaining unit member shall remit to the association, CTA and NEA, the same sum as remitted, immediately prior to retirement. This provision shall expire on June 30 of the plan year.
 - d. The association and its affiliates shall indemnify and hold harmless the district for any disputes arising between a retiree and the association, specifically relative to representational issues.

APPENDIX A
CERTIFICATED SALARY SCHEDULE

EL SEGUNDO UNIFIED SCHOOL DISTRICT
Proposed Certificated Salary Schedule
2016-17 Fiscal Year

Schedule T

Effective 07-01-2016

	BA - No Credential	BA - Credential	BA + 15s/+23q	BA+30s/+45q	BA+45s/+68q or MA	BA+60s/+90q or MA +15s/23q	BA+75s/+113q or MA +30s/45q
Step	1	2	3	4	5	6	7
1	44,137	50,377	52,392	54,408	56,422	58,437	60,451
2	44,197	52,015	54,094	56,175	58,256	60,337	62,417
3	45,247	53,705	55,852	58,001	60,149	62,298	64,446
4		55,450	57,668	59,886	62,103	64,323	66,541
5		57,251	59,542	61,832	64,122	66,413	68,704
6			61,477	63,842	66,205	68,571	70,936
7			63,475	65,916	68,357	70,801	73,241
8			65,539	68,058	70,578	73,101	75,622
9			67,668	70,270	72,872	75,477	78,080
10				72,553	75,240	77,930	80,618
11					77,686	80,463	83,237
12					80,210	83,078	85,944
13							85,944
14							91,622
15							91,622
16							97,673

Stipends/Other Duty Pay:	
Masters Stipend	850.00
Doctorate Stipend/National School Certification	1,100.00
Extra Duty - Hourly Rate of Pay	30.00
Stipend - Activities	4.00%
Stipend - Coordinators	4.50%
Stipend - Directors	7.00%
Stipend - Department Chairs	4.50%

Vertical step advancement may be granted for each successive year of service to the District in which the employee provides service at least 75% of the days school is in session.

Horizontal column advancement will be granted following attainment by the employee, and approval by the Board of Education, of additional university credits and/or degree as listed in the schedule, provided the credits meet the following criteria:

- Courses taken to specifically meet the requirements of an appropriate advanced degree or credential.
- Courses selected to specifically improve performance of the employee in the area of assignment.
- Courses that will prepare the employee to specifically achieve a District instructional goal or objective.
- Courses recommended by the administration as part of an in-service training design.

Effective 97/98 District may provide year-for-year credit for prior teaching when initially placing a teacher on the salary schedule.

To qualify for change from one column to another, a statement of intent of such advancement must be submitted to the Personnel Office on or before June 1.

Verification of completion of requirements must be through the submission of an official transcript to the Personnel Office.

*All certificated personnel having completed 13 years of teaching will be eligible to move into Column VII, Step 14 at the beginning of the 14th year, EFFECTIVE FEBRUARY 1, 2005. EMPLOYEES MUST HAVE A B.A. PLUS 75 UNITS INCLUDING A M.A., OR A M.A. PLUS 30 SEMESTER UNITS TO MOVE TO STEP 14, COLUMN VII.

*All certificated personnel having completed 15 years of teaching will be eligible to move into Column VII, Step 16 at the beginning of the 16th year. CURRENT UNIT REQUIREMENTS FOR THIS COLUMN APPLY THROUGH JUNE 30, 1996. EFFECTIVE JULY 1, 1996, EMPLOYEES MUST HAVE A B.A. PLUS 75 UNITS INCLUDING A M.A., OR A M.A. PLUS 30 SEMESTER UNITS TO MOVE TO STEP 16, COLUMN VII.

APPENDIX B

COACHING SALARY SCHEDULE

EL SEGUNDO UNIFIED SCHOOL DISTRICT
Certificated Coaching Salary Schedule
 Fiscal Year 2016-17

6.50%

Effective Date: 07/01/16

Schedule U

60 days

60 DAYS	BA - Credential	BA + 15s/+23q	BA+30s/+45q	MA	or MA	or MA +30s/45q
Step	2	3	4	5	6	7
1	3,275	3,405	3,537	3,667	3,798	3,929
2	3,381	3,516	3,651	3,787	3,922	4,057
3	3,491	3,630	3,770	3,910	4,049	4,189
4	3,604	3,748	3,893	4,037	4,181	4,325
5	3,721	3,870	4,019	4,168	4,317	4,466
6	3,721	3,996	4,150	4,303	4,457	4,611
7	3,721	4,126	4,285	4,443	4,602	4,761
8	3,721	4,260	4,424	4,588	4,752	4,915
9	3,721	4,398	4,568	4,737	4,906	5,075
10	3,721	4,398	4,716	4,891	5,065	5,240
11	3,721	4,398	4,716	5,050	5,230	5,410
12	3,721	4,398	4,716	5,214	5,400	5,586

DAILY	2	3	4	5	6	7
1	54.58	56.75	58.94	61.12	63.31	65.50
2	56.37	58.61	60.85	63.12	65.36	67.63
3	58.18	60.51	62.84	65.16	67.49	69.81
4	60.07	62.46	64.89	67.29	69.69	72.09
5	62.03	64.50	66.97	69.46	71.95	74.43
6	62.03	66.62	69.17	71.72	74.29	76.84
7	62.03	68.77	71.41	74.06	76.70	79.36
8	62.03	70.99	73.73	76.47	79.19	81.93
9	62.03	73.31	76.13	78.95	81.76	84.58
10	62.03	73.31	78.60	81.51	84.43	87.34
11	62.03	73.31	78.60	84.16	87.17	90.17
12	62.03	73.31	78.60	86.89	90.01	93.10

** This schedule is based on 6.5% of Schedule T (Teachers) up to step 12 and does not include column 1

The Total stipend is divided by 60 days

APPENDIX C

**SPECIAL ASSIGNMENTS SALARY
ADDER SCHEDULE**

SPECIAL ASSIGNMENTS SALARY ADDER SCHEDULE

POSITION	RATIO APPLIED TO REGULAR PLACEMENT ON CERTIFICATED SALARY SCHEDULE
Academic Decathlon	4.0 percent **
Activities Director	7.0 percent
Annual	7.0 percent
Coordinators – High School, Middle and Elementary	4.5 percent *
Counselor – Full time	4.5 percent
Drama	4.0 percent
Drill Team	4.0 percent
Eagle Guard	4.0 percent
Educational Advisors – High School	4.5 percent
Instrumental Music Teacher/Band High School & Middle School (split assignment)	7.0 percent
Journalism – High School	4.0 percent
Outdoor School	1.0 percent
Pep Club	4.0 percent **
Teachers on Special Assignment	4.5 percent
Vocal Music Teacher	7.0 percent

* Under no conditions shall the application of the 4.5 percent ratio provide any unit member with less than \$1,600 for these assignments.

** Academic Decathlon – Effective 11/15/1999 – Now on Coaching Salary Schedule as per MOU

** Pep Club – Effective 11/15/1999 – Now on Coaching Salary Schedule as per MOU

NOTE: Effective 2/1/2005, 4%, 4.5% and 7% are frozen and based on School Year 2003-2004 levels.

APPENDIX D

FRINGE BENEFIT OPTIONS

FORM MUST BE COMPLETED BY ALL ELIGIBLE EMPLOYEES

EL SEGUNDO UNIFIED SCHOOL DISTRICT
HEALTH & WELFARE PLAN SELECTION FORM
FOR ACTIVE CERTIFICATED EMPLOYEES
 10/01/16 - 09/30/17

All premium costs are calculated in **TENTHLY** increments

Every **Full-Time** Employee **MUST** select a Medical, Dental, Vision and Life Insurance Plan.
Part-Time employees may opt out of Medical, Dental, Vision and Life Insurance Plans.

Medical Plan Choices

ⓐ PPO Plans							
Provider	Co-Pay	Coinsurance	Deductible	Employee	Employee +1	Family	Total Premium
Blue Cross							
Plan 3/B	\$20	100/0	\$100/\$300	\$ 0 1,122.00	\$ 0 1,932.00	\$ 0 2,436.00	\$
Plan 4/B	\$20	90/10	\$100/\$300	\$ 0 1,076.40	\$ 0 1,852.80	\$ 0 2,336.40	\$
Plan 6/B	\$20	80/20	\$250/\$750	\$ 0 992.40	\$ 0 1,708.80	\$ 0 2,154.00	\$
Plan 8/B	\$30	80/20	\$500/\$1500	\$ 0 902.40	\$ 0 1,554.00	\$ 0 1,959.60	\$
Wellness 1/C	\$20	90/10	\$500/\$1,000	\$ 0 1,004.40	\$ 0 1,729.20	\$ 0 2,180.40	\$
CVT Bronze Plan	\$60	70/30	\$5,000/\$10,000	\$ 0 565.20	\$ 0 973.20	\$ 0 1,227.60	\$
HMO Plans							
Kaiser - 1	\$10	100/0	\$0	\$ 0 690.19	\$ 0 1,188.37	\$ 0 1,501.01	\$
Kaiser - 2	\$15	100/0	\$0	\$ 0 664.80	\$ 0 1,141.20	\$ 0 1,440.00	\$
Kaiser - 5	\$25	100/0	\$0	\$ 0 638.40	\$ 0 1,096.80	\$ 0 1,383.60	\$
Kaiser - 8	\$20	80/20	\$1,000/\$2,000	\$ 0 537.60	\$ 0 924.00	\$ 0 1,165.20	\$
Blue Shield - 1	\$10	100/0	\$0	\$ 0 1,042.80	\$ 0 1,784.40	\$ 0 2,254.80	\$
Blue Shield - 2	\$15	100/0	\$0	\$ 0 962.40	\$ 0 1,651.20	\$ 0 2,088.00	\$
Kaiser Wellness	\$20	N/A	\$0	\$ 0 582.00	\$ 0 998.40	\$ 0 1,260.00	\$
High Deductible Health Plans							
Provider		Coinsurance	Deductible	Employee	Employee +1	Family	
Blue Cross		80/20	\$1,250/\$3,000	\$ 0 837.60	\$ 0 1,441.20	\$ 0 1,818.00	\$
Total Cost - Medical \$							

ⓑ Dental Plan					
Provider	Annual Maximum	Employee	Employee +1	Family	
Delta Dental PPO	Unlimited	\$ 0 89.80	\$ 0 169.73	\$ 0 267.59	\$
Delta Dental PPO-100	\$1,000	\$ 0 49.67	\$ 0 89.96	\$ 0 129.32	\$

Ⓒ Vision Plan					
Provider	CoPay	Employee	Employee +1	Family	
Vision Service Plan C	\$15	\$ 0 11.59	\$ 0 21.78	\$ 0 33.98	\$

Ⓓ Life Insurance			
Provider	Benefit Amount	Employee	
Met Life	\$15,000	\$ 0 2.27	\$

ⓐ	FTE	AMOUNT	FTE	AMOUNT	Total Premiums	\$
<input type="radio"/>	50%	\$426.00	<input type="radio"/>	100%	\$850.00	
<input type="radio"/>	80%	\$610.00				
<input type="radio"/>	75%	\$637.50				
<input type="radio"/>	80%	\$680.00				
			The District Contribution has increased to \$8,500/Year.			
					← (Click on the bubble next to your FTE)	
					Total Premiums \$	
					Less District Paid Portion \$	
					Tenthsly Payroll (Deduction)/Cash-Out \$	-

All employees are required to have a "Salary Reduction Agreement" on file to comply with the District's 125 Plan.

Legal Name _____ (Last Name first)

Social Security Number _____ (All 9 digits)

Employee Signature _____ Date _____

- Electronically:
 1. Click on the bubble to the left of your choice for Medical, Dental, Vision and Life. If you do not want to select any of the plans, click on the bubble in Column A.
 Printed Blank Form:
 1. Bubble in your selection and extend the cost to the right.
 2. Total your selections.

Complete Personal Information Section
 Thank You

APPENDIX E

SCHOOL CALENDAR

JULY 2017 - JUNE 2018 EL SEGUNDO UNIFIED SCHOOL DISTRICT

SCHOOL CALENDAR

JULY 2017

Su	M	Tu	W	Th	F	Sa
						1
2	3	(4h)	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST 2017

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

(11h) (2l) (3c)

SEPTEMBER 2017

Su	M	Tu	W	Th	F	Sa
					1	2
3	(4h)	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

(20c)

OCTOBER 2017

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

(22c)

NOVEMBER 2017

Su	M	Tu	W	Th	F	Sa
			(1l)	2	3	4
5	6	7	8	9	(10h)	11
12	13	14	15	16	17	18
19	(20)	(21)	(22)	(23h)	(24h)	25
26	27	28	29	30		

(1l) (16c)

DECEMBER 2017

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	(18)	(19)	(20)	(21)	(22)	23
24	(25h)	(26h)	(27h)	(28h)	(29h)	30
31						

(11c)

SUMMER SCHOOL 2018
June 26 - July 21 (Special Education)

(11n, 4l, and 180s)
Board approved: October 25, 2016

- LEGEND**
- = First and last days of school
 - h = School holiday, local or legal
 - l = Inservice education, certificated employees
 - in = Inservice education, new certificated employees only
 - s = School Days
 - = End of Semester
 - () = School not in session

- HOLIDAYS AND SPECIAL DAYS**
- July 4 - Independence Day
 - Aug. 24 - New Cert Inservice
 - Aug. 25 - Inservice (no students)
 - Aug. 28 - Inservice (no students)
 - Aug. 29 - First Day of School
 - Sept. 4 - Labor Day
 - Nov. 1 - Inservice (no students)
 - Nov. 10 - Veterans Day
 - Nov. 20-24 - Thanksgiving Holidays
 - Dec. 18-29 - Winter Recess
 - Jan. 1 - New Year Holiday
 - Jan. 15 - Martin Luther King Day
 - Feb. 12 & 19 - Presidents' Holidays
 - Mar. 9 - Inservice (no students)
 - April 2-6 - Spring Recess
 - May 28 - Memorial Day
 - June 15 - Last Day of School

- BACK TO SCHOOL NIGHTS**
- Sept. 14 - Center Street
 - Sept. 14 - Richmond Street
 - Sept. 7 - Middle School
 - Sept. 13 - High School

- OPEN HOUSE**
- May 24 - Center Street
 - May 24 - Richmond Street
 - Apr. 26 - Middle School
 - May 3 - Preschool

- GRADUATION**
- June 11 - Arena High 6:00p.m.
 - June 15 - High School 6:00p.m.

- PROMOTION**
- June 15 - Middle School 2:00p.m.

JANUARY 2018

Su	M	Tu	W	Th	F	Sa
(1h)	2	3	4	5	6	7
8	9	10	11	12	13	14
(15h)	16	17	18	19	20	21
22	23	24	25	(26)	27	28
29	30	31				

(21c)

FEBRUARY 2018

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	(12h)	18	19	20	21	22
23	24	25	26	27	28	29

(18c)

MARCH 2018

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	(9l)
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

(1l) (21c)

APRIL 2018

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

(18c)

MAY 2018

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	(28h)	29	30	31		

(22c)

JUNE 2018

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

(11c)

SUMMER SCHOOL 2018
June 26 - July 19 (Special Education)

APPENDIX F

PEER ASSISTANCE AND REVIEW PROGRAM

- 1.0 Peer Assistance and Review Program
 - 1.1 The District and Association desire to establish and maintain a program to provide assistance to permanent teachers and other teachers not covered under the Beginning Teacher Support Assistance program employed by the District who are in need of or desire peer support in subject matter knowledge or teaching methods. This program shall hereinafter be entitled The Peer Assistance and Review Program (referred to as “The PAR Program”).
- 2.0 PAR Panel
 - 2.1 The PAR Panel shall consist of five (5) members, two (2) of whom shall be selected by the District and three (3) of whom shall be selected by the Association. Both parties retain the right to replace their own representatives. Alternate PAR Panel members shall be selected by the District and Association in the event there is a conflict between a Referred Participating Teachers and a PAR Panel member.
 - 2.2 The term of office for teacher members on the Panel shall be three (3) years. However, the initial term of service shall be staggered as follows: 1 one-year, 1 two-year, 1 three-year terms.
 - 2.3 The PAR Panel shall meet a minimum of four (4) times each school year. Additional meetings shall be scheduled as determined necessary by the panel. The scheduling of the meetings shall be determined by at least two district PAR panel members and two teacher PAR panel members. A majority of PAR panel members shall constitute a quorum for all other meetings. District and Teacher PAR panel members may select alternate members to attend meetings in their absence. Such meetings may take place during the regular workday, for which teacher PAR panel members shall be released without loss of compensation. Teacher PAR panel members shall be paid an annual stipend of \$2,000.

- 2.4 The PAR Panel shall make every effort to reach consensus on all decisions; however, absent consensus, a majority vote shall prevail.
- 3.0 PAR Panel Responsibilities
 - 3.1 Establishing its own rules and procedures, including the method of selection of a Chairperson. Said Rules and Procedures shall be consistent with the provisions of the Agreement, Board Policies, and District Regulations.
 - 3.2 Distributing, at the beginning of each school year, a summary of the adopted rules and procedures to all unit members and administrators.
 - 3.3 Establishing and submitting, with the prior consent of the Educational Services Department, a proposed annual budget for the PAR Program based on funds provided by statute, for final approval to the Board of Education. The PAR Panel shall refrain from taking any actions, which might exceed the Board approved annual budget for the PAR Program.
 - 3.4 Coordinating training to meet the needs of the program and its participants.
 - 3.5 Sending written notification of participation in the PAR Program to Participating Teachers.
 - 3.6 Determining the number of Consulting Teachers in any school year based upon participation in the PAR Program, the PAR budget, and other relevant considerations.
 - 3.7 Establishing rules and procedures for selecting Consulting Teachers.
 - 3.8 Selecting and assigning Consulting Teachers to Referred Participating Teachers from a limited list prepared by PAR Panel.
 - 3.9 Selecting and assigning Consulting Teachers to Volunteer Participating Teachers with the consent of the Volunteer Participating Teachers.
 - 3.10 Preparing guidelines for Consulting Teachers and their activities.

- 3.11 Reviewing Assistance Plans and assessment reports prepared by Consulting Teachers.
- 3.12 Evaluating annually the impact of the PAR program and making recommendations to Association and the District for improvement.
- 3.13 Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program, including forwarding the names of Referred Participating Teachers to the Governing Board prior to April 15th of each school year, which, after sustained assistance, are unable to demonstrate satisfactory improvement.
- 3.14 Maintaining confidentiality regarding the PAR Panel proceedings and assessment plan reports prepared by consulting teachers to the extent required by law.

4.0 Consulting Teachers

4.1 Qualifications

A consulting teacher is a permanent certificated teacher who provides assistance to a Participating Teacher under the PAR Program established in this Agreement. Consulting Teachers shall possess the following qualifications:

- 4.1.1 At least four (4) years of recent classroom teaching experience in the District.
- 4.1.2 Demonstrated exemplary teaching ability based on the criteria contained in the California Standards for the Teaching Profession.
- 4.1.3 Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
- 4.1.4 Ability to communicate effectively both orally and in writing.
- 4.1.5 Ability to work cooperatively and effectively with others.

4.2 Appointment Process

- 4.2.1 The number of Consulting Teachers shall be determined by the PAR Panel, based upon participation in the PAR Program, the available budget and other relevant considerations. Models for Consulting Teacher positions may include full-time, part-time, job share, retiring teachers and/or extra pay assignments. Retiring teachers must submit their application for Consulting Teacher before their effective retirement date.
- 4.2.2 Notice of Consulting Teacher openings shall be posted at each school site for a period of not less than ten (10) workdays. In addition to submitting a letter of interest or application, each applicant is required to submit a reference from an individual who has direct knowledge of the applicant's abilities to be a Consulting Teacher.
- 4.2.3 Consulting Teachers shall be selected by the PAR Panel after at least one teacher and one District representative on the PAR Panel have conducted a site visitation and a classroom observation.
- 4.2.4 Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, shall assist the Participating Teacher.
- 4.2.5 Consulting Teachers shall be released from regular duties without loss of compensation when necessary to carry out their responsibilities during the school day. The term of a Consulting Teacher shall be three years (3), which may be extended by the PAR Panel for one consecutive term with the consent of the Consulting Teacher. Consulting Teachers shall be paid a stipend of \$2,000 per assigned Referred Participating Teacher, not to exceed a caseload of two (2) Referred Participating Teachers and \$1,000 per assigned Volunteer Participating Teacher not to exceed a caseload of three (3) Volunteer Participating Teachers. The PAR panel shall allocate funds towards a training program for Consulting Teachers.

5.0 Types of Program Participation

- 5.1 Referred Participating Teacher: A Referred Participating Teacher is a permanent classroom teacher who received an unsatisfactory rating in one or more areas in standards 2 or 3 of his/her final evaluation. A Referred Participating Teacher shall be evaluated in the succeeding year and shall participate in the District's PAR Program.
- 5.1.1 On or before thirty days before the end of the preceding school year, the Participating Teacher's evaluator shall send a copy of the Participating Teacher's unsatisfactory evaluation to the PAR Panel and notify the unit member of their referral to the PAR panel.
- 5.1.2 On or before the fourth week of school, the PAR Panel shall provide written notification to the Participating Teacher of the Participating Teacher's placement in the PAR Program. The Referred Participating Teacher may select a Consulting Teacher from a list of candidates provided by the PAR Panel.
- 5.1.3 On or before the fifth week of school, the Consulting Teacher, the Participating Teacher and the Participating Teacher's evaluator shall meet to review the specific teaching/instructional areas identified as unsatisfactory in the Participating Teacher's final evaluation and an assistance plan shall be developed between the Consulting Teacher and the Participating Teacher.
- 5.1.3.1 The assistance plan shall include a statement of areas needing improvement, the objectives to be met to achieve improvement and a monitoring schedule. The assistance plan shall include, but not be limited to, specific training activities in the teaching/instructional areas identified as unsatisfactory in the final evaluation. Consulting Teachers shall conduct no less than three (3) observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
- 5.1.3.2 During the assistance plan period, the Consulting Teacher and the Participating Teacher's evaluator (principal or assistant principal) shall maintain a cooperative relationship and consult with each other on the peer assistance and review process and the Participating Teacher's progress.

- 5.1.4 The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide no less than three (3) periodic written summaries to the Referred Participating Teacher and the PAR Panel for discussion and review.
- 5.1.5 On or before April 1, the Consulting Teacher shall complete a final report of the Participating Teacher's participation in the assistance plan. The review shall identify the areas needing improvement, the assistance provided to the Participating Teacher and assessment of the results of the assistance, including a statement whether the Participating Teacher has satisfactorily achieved the objectives of the assistance plan. The final assistance plan report shall be provided by the Consulting Teacher to the PAR Panel, the Participating Teacher and the evaluator. The Participating Teacher shall sign the final assistance plan report acknowledging receipt and shall have the right to submit a written response to the PAR Panel within ten (10) workdays from the receipt of the report. The PAR Panel may extend the assistance plan for one additional year.
- 5.1.6 On or before April 15th, the PAR Panel shall submit to the Governing Board a status report on the progress of all Participating Teachers.
- 5.1.7 The final assistance plan and related documentation prepared by the Consulting Teacher shall be placed in the Participating Teacher's personnel file and considered by the evaluator in the Participating Teacher's final evaluation and in subsequent personnel decisions affecting the Participating Teacher.
- 5.2 Volunteer Participating Teacher: A Volunteer Participating Teacher is an experienced classroom teacher with permanent status who has requested the assignment of a Consulting Teacher for peer assistance. The PAR Panel shall accept Volunteer Participating Teachers to the PAR Program based on available Consulting Teachers after completing all Referred Participating Teacher assignments, the PAR budget and other relevant considerations.
- 5.2.1 Permanent classroom teachers, who have not been referred to the PAR Program, may volunteer to participate. The Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The PAR Panel shall accept Volunteer Participating Teachers in the PAR Program based on consensus approval of all PAR Panel members.

5.2.2 Oral communications between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential and shall not be shared with the Participating Teacher's evaluator or the PAR Panel, without the written consent of the Volunteer.

6.0 General Provisions

6.1 The PAR Program shall be contingent upon the continuation of State funding.

6.2 Nothing herein shall be interpreted as limiting the authority of the Governing Board or the Association as provided under law.

6.3 The provisions of the PAR Program may be revised by written mutual consent of the District and the Association.

6.4 The provisions of the PAR Program shall not be subject to the grievance procedure contained in this Agreement. Complaints alleging violation of the PAR procedures contained herein shall be submitted directly to the PAR Panel for review and final determination.

6.5 The District shall defend and hold harmless individual PAR Panel members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under the PAR Program as required by the California Government Code.

6.6 Consulting Teachers shall not be considered management or supervisory employees as defined under the Educational Employment Relations Act.

6.7 All documents issued under the PAR Program shall be considered personnel records subject to the personnel record exemption of the California Public Records Act to the extent permitted by law.

6.8 This article shall remain in effect for the 2000/01 and 2001/02 school years and may be extended further by mutual agreement of the parties unless termination of the program would result in financial loss to the district, in which case, the PAR program will automatically continue forward and be subject to negotiation re-openers

APPENDIX G

PERSONAL NECESSITY LEAVE FORM

**EL SEGUNDO UNIFIED SCHOOL DISTRICT
CERTIFICATED EMPLOYEE REQUEST FOR PERSONAL NECESSITY LEAVE**

Employees who desire to take personal necessity leave shall, prior to taking said leave, submit this application to their supervisor for approval. Advance permission is not required in cases of emergency. Employee and principal or supervisor must sign each application. Employee shall furnish proof if requested by the District. A maximum of seven (7) days per year, chargeable to personal illness and injury leave, may be used for personal necessities.

Employees may use up to three (3) days of Personal Necessity Leave for personal necessities not specified in this Agreement provided that at least 24 hours notice must be given the district. This provision will not be used for concerted activities, for work for remuneration, or when substitutes are not available.

Personal necessity is not to be construed to include reasons of routine personal business, participation in a promotional campaign, or professional appointments not of an emergency nature.

1. Death of a member of the immediate family (as defined in Contract Article 9.2.2) when the number of days exceeds that authorized under Contract Article 9.2.1 (Bereavement Leave).
2. Serious illness of a member of unit member's immediate family.
3. An accident, which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family.
4. Personal necessities which are allowed at the discretion of the Superintendent or designee, such as presence of father at time of childbirth, funeral attendance other than members of the immediate family, transportation difficulties beyond the control of the unit member, imminent danger to the home or property of unit member (e.g. flood, area fire, etc.) and appearance in court as a litigant provided the District is not placed in the role of the defendant with a unit member as plaintiff. Under no circumstance shall leave be available solely for purposes of personal convenience or for the extension of a holiday or vacation period, or for matters which can be taken care of outside regular work hours, or for recreational activities. (Contract Article 9.5.2.d)

Before the utilization of personal necessity leave, a unit member must obtain prior written approval from the appropriate management person, except for cases (1), (2), or (3) above. Should the circumstances outlined in (1), (2), or (3) arise, the employee shall make every effort to comply with District procedures to enable the District to secure a substitute, if determined by the District to be required.

Under all circumstances a unit member shall verify in writing that the Personal Necessity Leave was used only for purposes as set forth in (1), (2), (3) or (4) above. A unit member shall be subject to appropriate discipline if the leave was used for purposes other than stipulated.

Personal Necessity (PN) – a total of 7 per year may be used

Personal Necessity (Items 1-4 above)

Per Contract (PC) – a total of 5 per year may be used. Please note: 1) these 5 subtract from the 7 PN days. 2) PC days may not be used for the extension of a holiday, vacation period, etc.

Personal Necessity Leave for personal necessities not specified in the Agreement per Contract Article 9.5.1.

I hereby apply for Personal Necessity Leave Benefits, to be charged against my accumulated sick leave:

Leave: From: _____ to _____ on _____ No. of Hours _____
(Time) (Time) (Date)

OR

From: _____ to _____ No. of Days _____
(Date) (Date)

Employee's Name

Employee's Signature

Date

Supervisor's Signature

Date

HR Initials

Date