

**A G R E E M E N T**

Between

**CUCAMONGA SCHOOL DISTRICT**

---

and

**CUCAMONGA TEACHERS' ASSOCIATION, CTA/NEA**

**July 1, 2011 - June 30, 2014**

# AGREEMENT

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and

CUCAMONGA TEACHERS' ASSOCIATION, CTA/NEA

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July 1, 2011 - June 30, 2014

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## **Article I: RECOGNITION**

This District confirms its recognition of the Association as the exclusive representative for the unit of employees recognized by the District per its Resolution dated May 11, 1976, as herein clarified, comprised of the following regular certificated contracted positions:

1. Classroom Teachers
2. Speech Therapists
3. School Nurses
4. Librarians
5. Resource Teachers

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6. Resource Specialists
7. Teaching Vice Principals
8. Credentialed employees on temporary contract to serve in the above positions

The parties agree that the unit is appropriate and that no clarification of the unit will be sought either as to the specific exclusions set forth in the said resolution or the enumerated inclusions; except that this waiver does not include clarification regarding any positions hereinafter created or omitted from this Article.

The term "unit member" shall mean any member of the bargaining unit as set forth in this Article.

## Article II: ASSOCIATION RIGHTS

A.     **Representation.** The Association and its officers shall have the right to represent the members of the bargaining unit relating to all matters under the Rodda Act. (EERA 3543.5, 3543.1, 3543.2)

B.     **Use of Facilities.** The Association and its officers shall have the right of reasonable use of District facilities for the purpose of transacting Association business provided such use does not interfere with the school program or duties of unit members and is in accordance with state law.

C.     **Use of Bulletin Boards, Mail Boxes, Mail Service and District E-mail.** The Association shall have the right to post notices with the Association identification and date regarding activities and matters of Association concern on bulletin boards to the extent permitted by law. At least one bulletin board shall be provided at each school site in areas frequented by unit members.

The Association shall have access to available District e-mail, intra-district mails services and mail boxes during non-work time to the extent permitted by law and consistent with the District's electronic use policy and employee user agreements.

The communications issued by the Association shall not contain derogatory or demeaning language or negatively impact students. Copies of official Association communication shall concurrently be provided to the Personnel administrator.

D.     **Announcements.** Opportunity shall be made for Association announcements following the conclusion of each staff/faculty meeting.

E.     **Furnishing Information.** The District, upon request by the Association, agrees to furnish to the Association the following available non-confidential information within ten (10) working days: annual financial reports and audits, budgets, interim reports, J-90 Reports, assignment location of certificated personnel, tentative budgetary requirements and allocations, two complete

agendas and minutes of all Board meetings and attachments thereto shall be placed in the intra-district mail service 72 hours prior to the meetings, census and membership data, names, addresses and phone numbers of all unit members, (unless non-disclosure requested by the unit member) salaries, benefits, and stipends paid thereto, educational background, longevity, and other employee information that may be used in representing unit members without cost to the Association.

F. **Association Leave.** The Association shall have an aggregated total of fifteen (15) days release time for business pertinent to Association affairs, excluding release time for conducting negotiations/grievances. The Association may provide an additional ten (10) days of release time with the substitute(s) costs being paid by the Association. The Association representatives shall be excused from school sites upon two (2) days advanced notification to the Superintendent or designee. The Association shall reimburse the District for the cost of substitutes for any days in excess of those stated above.

Reasonable release time shall be provided to the Association to attend meetings with District representatives for the purpose of processing dispute resolutions set forth in Article III.

G. **Association Meetings.** The District shall make available one day a month on a regularly scheduled Board Meeting day for Association Meetings, calendared yearly.

H. **Bargaining Unit Representatives to District Committees.** Where the District designates teachers to be on a District committee or any interview panel, the Association, to the extent permitted by law, shall select or elect a teacher representative.

I. **New Certificated Classifications .** The District shall notify the Association of any new certificated classifications. The District shall negotiate the impact of any new classification included in the Association bargaining unit to the extent required by law. Disputed classification placements shall be submitted to PERB for determination.

J. **Complaint Procedure.** In the event a complaint, or charges against a unit member, is received by the District from pupils, parent, District employees and or the public which the District determines may reasonably result in a negative or an unsatisfactory evaluation, discipline or dismissal, the following procedure shall be followed:

1. Unit members shall be notified of any complaint, and when the complaint is in writing provided a copy of the written complaint, and afforded the opportunity to first attempt to resolve the complaint directly with the complainant, except as otherwise provided by law or legal regulation.

2. If the complaint has not been satisfactorily resolved by informal procedures, the complainant shall be requested to state the complaint or charge in writing and sign it. If the complainant refuses to do this, the charge shall be dropped. However, the site principal is not precluded from pursuing the underlying concerns raised in the complaint and conducting his/her own investigation.

3. Except as otherwise provided by law or legal regulation, those involved shall receive written notification of the complaint or charge after it has been reduced to writing and submitted to the District.

4. The site principal shall conduct any necessary investigation and meet with the complainant and the unit member in an effort to resolve the complaint, except as otherwise provided by law or legal regulation. All complaints or charges, including sexual harassment charges, shall be received by the District without derogatory comment or prejudice.

a. A unit member shall have the right to Association representation at any conference or investigatory meeting attended by the unit member where the meeting may reasonably result in disciplinary action.

5. The principal shall notify the parties of his/her decision within a reasonable period of time after the meeting, except as otherwise provided by law or legal regulation.

6. If the complaint or charge cannot be resolved at the local school level, the superintendent/designee shall conduct an investigation of the alleged complaint or charge and attempt to affect a resolution. The term "resolution" as used in this section shall mean the resolution to the point that, neither the charging party, the unit member, nor the District wishes to pursue this issue to another level.

7. In the event resolution cannot be affected by the superintendent/designee, the superintendent/designee, the employee, or the complainant may appeal to the Board of Trustees for appropriate action. The unit members shall be provided the opportunity to respond to the complaint in closed session unless they elect to have a public hearing in accordance with the law.

8. The Board shall review the complaint and related documentation, including the prior determination by the site administrator and Superintendent or designee, and render a final decision on the complaint which shall be provided to the complainant, unit member and District within a reasonable period of time.

9. Complaints or charges which are withdrawn, or determined by the District to be false, shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, disciplinary or dismissal action against the unit member.

10. All information or proceedings regarding any complaint or charge shall be kept confidential by the District except when the information or proceedings are used in connection with corrective or disciplinary action.

*Paragraph 1. is intended to mean that any parent letter of complaint is provided to the unit member subject to contract limitation.*

*Paragraph 10. is intended to allow the District to use the information acquired in the investigation for corrective or disciplinary action, but not to make the information public.*

**K. Personal and Academic Freedom**

**Unit members have the responsibility** for implementing the study of issues, subjects, and materials relevant to the District adopted standards, curriculum and material. Among the objectives to promote this end are the following:

1. **The District has the responsibility** to ensure unit member's reasonable freedom in classroom presentations and discussions including controversial materials, providing said material/presentations are objective, relevant to the course content, age appropriate and in accordance with the District adopted Standards/State Frameworks. Unit members shall not use their position to indoctrinate students with their own personal, political and/or religious views.

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

3. **Waiver of Unit Member Benefits or Privileges.** No waiver of any of the benefits or privileges granted to any unit member of this Agreement or by District policy shall be valid unless approved in writing by the Association.

4. **Representation.** A unit member shall be entitled to have present representatives of the Association when he/she is being reprimanded, warned, or disciplined.

*It is the intent of the District and Association to continue to negotiate language regarding discrimination in the Association Rights article of the agreement in the 2008/2009 school year.*

### **Article III: DISTRICT RIGHTS**

A. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operations; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; hire, classify, assign, transfer, evaluate, promote, terminate and discipline unit members; and take action as required by, and for the duration of, emergencies that may arise. The exercise of the foregoing rights shall not be subject to the dispute resolution procedure; provided, however, that the exercise of such rights shall not preclude unit members or the Association from raising disputes about the practical consequences that decisions on such matters may have on other provisions of this Agreement in accordance with Article IV.

B. The exercise of the foregoing powers and authority shall be limited only by the law and this Agreement, and the District's rights to terminate and discipline are rights continued from the past, not specifically negotiated pursuant to AB 777 revisions to matters within the scope of negotiations.

C. The District understands that by agreeing to the inclusion of the word "discipline" in this Article, the Association has not waived its right to negotiate in good faith as provided by law regarding a discipline procedure.

#### **Article IV: DISPUTE RESOLUTION PROCEDURE**

A. **Definitions.** A "dispute" is an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement.

1. The term "disputant" shall include either the unit member or the Association, whichever is applicable.

2. A "day" is a day when unit members are required to be on duty.

3. The "immediate supervisor" is the lowest level administrator designated by the District to adjust disputes who has immediate jurisdiction over the disputant.

4. The "Joint Dispute Resolution Team" (JDRT) is a team of three (3) Association representatives chosen by the Association and three (3) Management representatives chosen by the District. One member from Management and one member from the Association will serve as the facilitator or recorder, as mutually agreed upon by the team. The facilitator and recorder will not participate in the decision making process during the JDRT meetings. All members of the JDRT will have been trained and be competent in the Interest Based Problem Solving process used in negotiations.

B. **Dispute Procedure.**

1. **Informal Level.** Before filing a formal written dispute, the disputant shall attempt to resolve it by an informal communication with the disputant's immediate supervisor or designee.

2. **Formal Level.**

a. **Level I.** Within twenty (20) days after the occurrence of the act or omission, or within twenty (20) days after the date upon which the disputant should reasonably have been aware of the act or omission giving rise to the dispute, the disputant must present the dispute in

writing to the immediate supervisor or designee.

(1) Either the disputant or the immediate supervisor may request a personal conference within the above time limits.

(2) This written dispute shall be a clear, concise statement of the dispute, the article of the Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal level, and the specific remedy sought.

(3) The immediate supervisor shall communicate a decision to the disputant in writing within ten (10) working days after receiving the dispute.

b. **Level II.** In the event the disputant is not satisfied with the decision at Level I, the disputant may appeal the decision in writing to the Superintendent or designee within ten (10) working days following said decision.

(1) This written appeal should include a copy of the original dispute, the article of this Agreement alleged to have been violated, the decision rendered at Level I, and a clear, concise statement of the reason for the appeal.

(2) Either the disputant or the Superintendent or designee may request a personal conference within the above time limits.

(3) The Superintendent or designee shall convene a JDRT within ten (10) working days. The JDRT shall review and clarify the dispute with the disputant and the immediate supervisor utilizing the problem solving process.

(4) After the issue has been addressed through the IBPS process, the JDRT will convene to closed session for deliberations.

(5) The recommendation or lack of consensus by the JDRT will be given in writing to the Superintendent within five (5) days of the final meeting of the JDRT.

(6) The Superintendent will notify the disputant in writing of his/her decision within five (5) days.

(7) Upon receipt of the Superintendent's decision the disputant has five (5) days to submit a written appeal.

(8) The Superintendent or designee shall communicate a written decision within ten (10) working days after receiving the written appeal. Either the disputant or the Superintendent or designee may request a personal conference within the above time limits.

(9) Time limits set forth in Levels I and II may be extended upon mutual agreement of the disputant and the Superintendent or designee.

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c. **Level III.** In the event the disputant is not satisfied with the Level II decision, the disputant may, within ten (10) working days of the receipt of the written response, request the Association to submit the dispute to arbitration. If the Association decides to submit the dispute to arbitration, it shall within ten (10) working days of receipt of the request from the disputant, give written notice to the Superintendent of its intent to submit the dispute to arbitration. If any question arises as to the arbitrability of the dispute, such questions will be ruled upon first by the arbitrator.

(1) Within ten (10) working days after receipt by the District of the written notice of intent to arbitrate, the Superintendent or designee and the Association will attempt to agree on a mutually acceptable arbitrator and to obtain a commitment from the arbitrator to serve.

(2) If no agreement can be reached within five (5) days of the above request for arbitration the parties shall request the California State Conciliation Service to supply a list of five (5) names of persons experienced in Interest Based Dispute Resolution in public schools. Each party shall alternately strike a name until only one name remains. The order of

striking shall be determined by lot.

(3) In each dispute, the facilitator/arbitrator shall conduct a conference for the purpose of reviewing and clarifying the dispute. The conference shall be attended by the disputant, the immediate supervisor, the JDRT, the Superintendent or his/her designee, and appropriate participants.

(4) The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator, in rendering his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority shall be limited to deciding only the issue or issues presented in the written opening statement by the District and the disputant or the disputant's representative. The arbitrator's decision shall be based upon the arbitrator's interpretation of the meaning or application of the language of this Agreement. The decision of the arbitrator will be final and binding and will be submitted to the District and the Association.

(5) The cost of the compensation to the arbitrator and the reimbursement of the arbitrator's travel and subsistence expenses, as well as the cost of a hearing room, will be borne equally by the District and the Association. All other cost will be borne by the party incurring the costs.

**C. General Provisions.**

1. The disputant must be present at all hearing sessions of the JDRT Process. However, the disputant may be represented by the Association at all levels of the dispute resolution process.

2. A decision rendered in any step in these procedures becomes final unless appealed within the time limits specified.

3. Time limits given in these procedures may be modified by written agreement of the parties involved.

4. If the same dispute or substantially the same dispute is made by more than one (1) unit member, one (1) unit member on behalf of himself/herself and the other disputants may process the dispute through the dispute resolution procedure. Names of all parties in dispute shall appear on all documents related to the processing of the dispute.

5. A unit member may present disputes in accordance with this Article without intervention of the Association, so long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to the final resolution of the dispute until the Association has been provided a copy of the proposed solution and has been given an opportunity to file a response. The Association shall either accept the resolution or appeal to the next level within ten (10) days.

6. In the event the dispute involved an order, requirement, etc., pending the final decision of the dispute, the unit member dispute shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to final resolution of the dispute.

7. All documents resulting from the processing of a dispute shall be kept in a separate dispute resolution file and not be kept in a unit member's personnel file.

8. The Association shall receive copies of all formal written communications involving disputes.

## Article V: PERSONNEL FILES

**A. Right to Examine.** Each unit member shall have the right to examine and obtain copies of material in his/her personnel file, located in the District office, that is not restricted as confidential by Education Code Section 44031. Any derogatory material placed in the file shall be signed and dated by the person or persons who drafted it. The District shall make timely notification to any unit member when derogatory material is to be placed in the file. "Timely Notification" shall mean as soon as reasonably possible.

**B. Right of Response.** The unit member shall sign any derogatory material placed in the file to indicate that he/she has seen the material, but the signature shall not necessarily indicate agreement with the contents. The unit member shall be given the right to attach a response to any derogatory materials placed in the file.

**C. Filing Procedure**

The District shall not base any adverse action against a unit member upon materials originated or received by the District which are not contained in such unit member's personnel file.

**D. Right of Representation.** Upon written authorization by a unit member, a representative of the unit member shall be permitted to examine materials in the file, except materials that are restricted under Education Code 44031.

**E. Access.** Access to the files by members of the District administration shall be on a need-to-know basis. Board of Trustees members may request a review of a unit member's file at a personnel session of the Board of Trustees. Except for routine personnel office/clerical access, a log-in sheet will be used to indicate when file contents have been reviewed.

**F. On-site Files.** Materials in site files maintained by a site administrator concerning performance issues relating to a unit member shall be accessible to the affected unit member, upon

written request, unless the materials are deemed confidential by the site administrator and confirmed by the superintendent or designee. Access to the site file shall be limited to the site administrator/evaluator. Materials in the site file shall be held no longer than four (4) years.

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**Article VI: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

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

B. Any unit member who is not a member of the Cucamonga Teachers Association, CTA/NEA, or who does not make application for such membership within thirty (30) days of the effective date of this agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues and general assessments, payable to the Association in the same manner as provided in Section A. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deductions as provided in Section A, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section A of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

C. 1. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association, CTA/NEA as a condition of employment; except that such unit members shall pay, in lieu of a service fee, sums equal to such

service fee to one of the following non-religious non-labor organizations, charitable funds exempt from taxation under Section 501 (3) of Title 26 of the Internal Revenue Code:

- a. American Red Cross
- b. American Cancer Society
- c. United Way

1. Proof of payment and a written statement of objection, together with verifiable proof of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section C.1., above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Sections A and B of this Article VI. Payment shall be in the form of receipts and/or canceled checks indicating the amount, date and to whom payment in lieu of the Association service fee has been made.

2. This time limit applying to the making of payments under this Section C shall be the same as those set forth for payments required under Section B.

3. Any unit member making payments as set forth in this Section C, and who requests that the dispute resolution or arbitration provisions of this Agreement be used on his or her behalf shall be responsible for paying the reasonable cost of using said dispute resolution or arbitration procedures.

D. With respect to all sums deducted by the District pursuant to authorization of the unit member, whether membership dues or equivalent fees, the District agrees promptly to remit such monies to the Association with an alphabetical list of unit members from whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

E. The Association agrees to furnish any information needed by the District to fulfill the

provisions of this Article.

F. The Association shall indemnify, defend and hold the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of this Article, or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this Article. The Association shall have the exclusive right to decide and determine whether any action or proceeding against the District shall or shall not be compromised, resisted, defended, tried or appealed.

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**Article VII: COMPENSATION AND BENEFITS**

A. Unit members will be paid according to the attached Appendix A. For 2007-08, the result of the Fair Share Formula provides for the following:

2.99% Salary Increase effective July 1, 2007 and the True Up resulted in the equivalent of a 1.96% Salary Increase retro-active to July 1, 2007. The Salary Schedule was increased by 1.36%, the amount for Health and Welfare benefits was increased by 0.6% effective July 1, 2008, and unit members received a one-time bonus of 0.6% for the 2007-08 school year.

The District will provide for each full-time unit member payment of premiums listed in the benefits schedule, Appendix B, under conditions described therein. Part-time unit members shall receive a prorated portion of those benefits equivalent to the time they serve.

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**Article VIII: HOURS**

A. The workday for unit members shall commence thirty (30) minutes prior to the start of the regular instructional day, and shall terminate fifteen (15) minutes after the end of the regular instructional day. When students are scheduled to be in attendance, the workday shall not exceed seven (7) hours, exclusive of lunch.

B. Regular instructional minutes (per day) at each site shall be as follows:

Kindergarten Program	200 Minutes
Elementary Schools	310 Minutes
Middle School - 6 <sup>th</sup> , 7 <sup>th</sup> and 8 <sup>th</sup> Grade	335 Minutes

These minutes do not apply on minimum or shortened days. The instructional day at the Middle School shall continue to include one (1) preparation period per day for all full time classroom teachers. When a unit member that is assigned to the middle school is assigned more than three preparations in a given trimester, said unit member will be given first assignment consideration during the scheduling process for the following trimester.

C. Unit members are also responsible for other instructional day duties which include but are not limited to program development, professional growth activities, parent conferences, committee assignments, faculty and District meetings, special help to students, back-to-school nights, student supervision, and other assignments which are determined by management to be necessary for the efficient operation of the District. Additional duties as described above will be assigned on an equal basis to the fullest extent possible. Required site staff meetings, Department meetings or Grade level meetings shall not exceed a total of sixty (60) minutes per week.

D. On days of an emergency release of pupils or on minimum pupil days, the workday

may be reduced from that which is set forth above.

E. All unit members shall be entitled to a duty-free lunch period of at least thirty (30) minutes.

F. The number of scheduled workdays for unit members shall not exceed 182 for returning unit members, and 183 for new unit members. When calendar rescheduling is required by emergencies, the District shall consult with the Association prior to rescheduling the lost days.

1. Returning unit members shall work two days (three for new members) prior to the first student's day each year. Of these two (three) new days, 50% of the time will be used for room set up and teacher use. The other 50% of the time will be used for appropriate school business at the discretion of the District.

2. Unit members will be expected to complete the check-out procedures on the last day of school. Unit members who choose to check-out after the last days will have five additional days to complete this process.

G. The District agrees to provide two (2) full-time physical education teachers for the purpose of providing preparation time for elementary school teachers grades 1-5. All full-time elementary classroom teachers grades 1-5 will be provided equitable preparation time within the site. Preparation time will be defined as a minimum of one (1) class period of forty-five (45) minutes per teacher, per week, without reduced student instructional time. Preparation time will not be scheduled during the last week of the school year.

Preparation periods lost as a result of absence of the curriculum support teacher and/or a shortage of substitutes shall normally be rescheduled within five (5) school days using the following priority: First securing substitute teachers or if not available doubling P.E. classes.

Preparation periods lost as a result of inservices or holidays which affect only a

portion of the staff shall normally be rescheduled within five (5) school days using the following priority: First securing substitute teachers or if not available doubling P.E. classes.

Preparation periods for any unit members shall be used for professional, job-related work.

H. Teachers assigned to Class-Size Reduction Kindergarten Option 2 shall receive an additional thirty (30) minute preparation time per week. Teachers shall not be required to cover lunch time for their students; this time will be used for preparation time.

I. The Kindergarten Program participating in Class-Size Reduction Option 1 shall provide up to sixty (60) minutes per day, of up to four (4) days per week of on site instructional assistance to primary students. If any of this assistance requires preparation by the kindergarten teacher, one of the four (4) days shall be used for this preparation. The form of assistance shall be determined by the site administrator in consultation with the involved staff based on the organization of instructional programs offered at that site.

Kindergarten teachers shall be provided a weekly forty-five (45) minute preparation period for their kindergarten assignment.

J. Elementary regular education classroom teachers who are assigned to teach a combination class will be provided additional 90 minutes of preparation time per month that is student free and without preparation.

K. The elementary schools shall have a modified day on Thursdays when school is in session. The students shall leave fifty (50) minutes early on Thursdays. Alternating Thursdays shall be used for Structured Teacher Planning Time. The remaining Thursdays shall be unencumbered preparation time. On the modified Thursdays, all Kindergarten students will follow a modified schedule. These days shall be excluded from the meeting time restriction in paragraph C, above.

L. At the elementary schools, the modified day shall be moved to the last work day prior to Winter and Spring Break. Unit members' contractual time shall end fifteen (15) minutes after the instructional day.

M. At the middle school, the students leave fifty (50) minutes early on the last work day prior to Winter and Spring Break. Unit members' contractual time shall end fifteen (15) minutes after the instructional day.

N. Back to School Night and Open House Night shall be a minimum day for students.

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## **Article IX: TRANSFER AND REASSIGNMENT**

### **A. General**

1. A transfer is defined as the movement of a unit member to a different school site.

2. A reassignment is defined as the movement of a unit member from one subject area to another subject area or one grade level to another grade level at the same school site.

3. An opening is defined as a vacant regular position which the District, at its discretion, has determined is to be filled by a regular probationary or permanent unit member, rather than by a substitute or temporary employee.

4. Seniority is defined as District seniority and shall be established by the initial date of continuous service to the District. Those unit members whose first day of service to the District is the same shall have their seniority established by lot. The District shall conduct the lottery in a fair, equitable and reasonable manner with Association representatives present. Once a unit member's seniority has been established for purposes of transfer and reassignment, it shall not be used for any other purpose but shall remain with that unit member for transfer and reassignment purposes for the duration of his/her employment with the District.

5. No outside applicant shall be selected to fill a vacancy or newly created position if there is a qualified, as determined by the District, unit member applicant.

### **B. Posting of Openings**

1. The District shall post notices of openings as soon as they occur. Postings of openings shall indicate the grade level or subject matter to be taught and a statement of qualifications and duties required.

2. The District shall cause to be posted in a conspicuous place in each school building the list of all known openings for the coming school year. Each list shall give a "deadline date."

3. When school is not in session, notices of openings shall be mailed to the Association president or such other person as the Association may from time to time designate to receive such notices.

4. No assignment to fill a vacancy shall be made until the "deadline date."

**C. Voluntary Transfers**

1. Unit members who desire to transfer to another school site shall file a written request of such desire with the Personnel Office not later than May 1, each year. The request will include the grade level(s) or subject(s) and school site(s) to which the teacher desires to be transferred, in order of preference and a summer mailing address.

2. The District shall notify him or her during summer recess of any posted opening which may arise during the summer.

3. If two (2) or more unit members with the appropriate credentials apply for a vacancy, the most qualified, as determined by the District, senior unit member shall receive the transfer.

4. A transfer request shall not be denied arbitrarily, capriciously, or without basis in fact.

5. If a unit member's request for voluntary transfer is denied, the unit member shall be granted, upon written request, a meeting with the administrator who denied the request to discuss the reasons for denial. If requested in writing, the unit member shall receive, in writing, the reason for denial.

**D. Screening and Selection**

1. The Superintendent or designee and the site administrator shall screen all applicants through review and/or interview, selecting from those who meet the stated qualifications. Qualified applicants who are surplus from under enrollment schools or program closure will be given consideration ahead of other outside applicants.

2. The principal shall have discretion to choose from among the applicants. If the vacancy can not be filled by a voluntary transfer, then the District may fill the vacancy by an involuntary transfer or a new hire as indicated in Section E of this article.

**E. Involuntary Transfer**

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1. If a need arises that requires a transfer, the District shall seek volunteers prior to making any involuntary transfers. If the need can be resolved by use of voluntary transfers, the District shall not make an involuntary transfer. If an involuntary transfer becomes necessary, the qualified teacher with the least seniority shall be transferred ("qualified" as used herein means qualified to solve the need requiring the transfer).

2. Unit members who are involuntarily transferred shall have priority to return if that or a substantially similar position is reopened within two (2) school years following the initial involuntary transfer. This provision is not available to unit members who have been transferred pursuant to Section E, Subsection 1, to address a specific need and upon request the District will furnish the reasons in writing for any involuntary transfer.

3. The District shall not transfer a unit member involuntarily for arbitrary, punitive or capricious reasons.

4. Unit members returning from approved leave shall be afforded all rights provided under this section.

5. Unit members who are transferred shall be allowed three (3) days of release time or three (3) days of substitute pay for preparation prior to the effective date of the transfer. The District shall provide assistance in moving the unit member's materials whenever a member is transferred.

**F. Reassignment**

1. The site administrator shall post a list of known openings at the school site. The list of openings shall indicate the grade level or subject matter to be taught and a statement of qualifications and duties required. The site administrator shall review applicants and select the qualified volunteers. If there is more than one volunteer with substantially equal qualifications, the assignment will be granted to the unit member with the greatest seniority.

2. Unit members who are assigned to a different classroom shall be allowed one release day or one day substitute pay for movement of materials.

3. If this process does not result in filling all openings, the remaining openings shall be filled in accordance with the transfer policy.

4. If a unit member's request for reassignment is denied, the unit member shall be granted, upon written request, a meeting with the administrator who denied the request to discuss the reasons for denial. If requested in writing, the unit member shall receive, in writing, the reason for denial.

**G. Opening and Closing of Schools/Elimination of Class Size Reduction**

1. When a new school is to be opened, or a grade level added, all proposed vacancies to be filled shall be posted. Whenever possible, selections will be made on the basis of voluntary transfer.

2. However, when an opening of a school is accompanied by the closing of a

school, those unit members being displaced shall be accorded first preference in interviewing at the school being opened.

3. The closing of a school, grade level elimination, or the elimination of Class Size Reduction within a school will require that all members assigned to the school that is to be closed, grade level to be eliminated, or Class Size Reduction eliminated, will be given the choice of their assignment based upon seniority, for that school year only.

4. The District should make the final decision to close a school as early as practicable and not later than July 1, except in extenuating circumstances.

#### **H. Notification of Assignment**

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1. Each unit member shall be given a written notice not later than the last day of school of the next year's tentative assignment.

2. Such notice shall specify the site, grade, grade levels, and subject to which the unit member will be assigned.

## **Article X: EVALUATION PROCEDURE**

A. The District management shall evaluate all permanent unit members no less than once every two (2) years. A permanent certificated unit member who has received an unsatisfactory evaluation shall be evaluated annually until the unit member receives a satisfactory evaluation.

B. The District management shall evaluate all probationary unit members no less than once each year.

C. The evaluator shall be the unit member's immediate supervisor and/or any other certificated management or supervisory employee who is so designated by District management. Only certificated administrators shall evaluate certificated unit members. A unit member may request and shall receive evaluation by a second evaluator mutually selected by the unit member and District management to perform such second evaluation.

D. Those unit members who are regularly scheduled to be evaluated will be so notified by the appropriate management person within the first six (6) weeks of each school year.

E. The evaluator shall hold at least one (1) inservice session to acquaint the evaluatees with the District's evaluation standards and procedures. If either the evaluatee or the evaluator shall request an individual conference for further information or clarification, this shall be arranged within fifteen (15) school days.

F. Classroom observations of normally twenty (20) minutes shall be conducted at least once (twice for probationary unit members) by the evaluator prior to his/her scheduled formal evaluation. The evaluator will provide unit members with a written report of the observation, within ten (10) school days of the observation. The report shall be signed and dated by the evaluator.

For classroom observations, the unit member will be made aware of when the observation is to be conducted and by whom, at least two (2) days prior to its occurrence or less with

mutual consent. The unit member should prepare for the evaluator a brief outline of the activity being observed, including purpose and desired result. This provision does not preclude non-scheduled and informal classroom visitations and observations as an additional useful evaluation technique.

Any unit member who receives a negative report as a result of a regularly scheduled observation shall be entitled to a subsequent observation, conference, and written observation report.

If any deficiencies are indicated by the observation report, the evaluator shall hold a conference with the evaluatee to make specific recommendations in writing to the areas of needed improvement and the evaluatee's performance, including any need for inservice training and/or conferences, and shall endeavor to counsel and give reasonable assistance as determined by the evaluator in improving performance in such areas.

G. The final evaluation conference shall be held no later than sixty (60) days prior to the end of the school year for unit members with probationary status and thirty (30) days prior to the end of the school year for unit members with permanent status. The evaluator will present the written evaluation and discuss the matter with the unit member. The unit member must sign the evaluation, signifying only that the unit member has read the document and has been provided the opportunity of attaching a written response in accordance with Education Code Section 44031, which shall become part of the permanent record. The unit member shall receive a copy of all written evaluations to be placed in the personnel file. Such evaluations shall be signed and dated by a certificated management representative.

H. The evaluation shall not be subject to the grievance procedure as to content, but grievances may be brought by unit members with respect to procedures followed by the District in conducting the evaluation.

## Article XI: LEAVE PROVISIONS

### **A. Personal Illness and Injury Leave**

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

1. Non-accumulated leave shall be available for a period not to exceed five (5) school months, provided that the provisions of paragraph 4, below, are met. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee engaged to fill the position during the leave; or, if no substitute is employed, the amount which would have been paid to a substitute. The five-month period shall begin on the date after all accumulated sick leave has been used.

2. If a unit member does not utilize the full amount of leave as authorized in paragraph 1, above, in any school year, the amount not utilized shall be accumulated from year to year.

3. The District may require a unit member to present a doctor's certificate verifying an illness or injury and/or providing medical authorization to return to work. The District shall, upon demand, submit to the unit member a written statement of reason(s) demonstrating good cause for requiring such verification.

4. Whenever possible, a unit member must contact the District office personnel designated by the Superintendent by 6:00 a.m., or earlier, if the need to be absent is known, to permit the District time to secure substitute service. A unit member's indecisiveness as to his/her state of health shall not be a valid reason for late notice. Insofar as possible, a unit member on personal

injury or illness leave shall notify the District of the intent to return to work no later than 2:00 p.m., of the day preceding such intended return. Failure to provide adequate notice may be grounds for requiring the unit member to remain on leave for that day.

5. A unit member who is absent for one-half (1/2) workday or less shall have deducted one-half (1/2) workday, and if the absence exceeds more than one-half (1/2) workday, a full workday shall be deducted. In cases in which the absence results in a substitute being secured, a full day shall be deducted. At the discretion of the District, allowances may be made for unforeseen emergencies, such as serious illness or accident involving the unit member or his/her immediate family. Under no circumstances shall the absence be for purposes of personal convenience or for matters which can be taken care of outside of working hours.

**B. Personal Necessity Leave**

1. Unit members covered by this Agreement shall be entitled to use a maximum of ten (10) days of accrued sick leave each school year for any of the purposes listed below. These days shall be deducted from the unit member's accumulated sick days:

a. Death of a member of the unit member's immediate family when the number of days absent exceeds the limit provided in Section C of this Article.

b. To attend a funeral not designated under Section C of this Article up to a maximum of four (4) days leave of absence, or five (5) days leave of absence if travel is out of state or in excess of 250 miles one way from the District is required.

c. The serious illness of a member of the unit member's immediate family.

d. An accident involving the unit member's property or the person or property of any member of the unit member's immediate family.

e. Appearance in court or before an administrative tribunal as a litigant or witness under official order.

f. The birth or adoption of a child, making it necessary for the member who is a parent of the child to be absent during the assigned hours of service.

g. Imminent danger to the home of a unit member occasioned by an event such as flood or fire, serious in nature, and which under the circumstances the member cannot reasonably be expected to disregard and which requires the attention of the member during his/her assigned hours of service.

h. Personal necessity leave of accumulated days exceeding the ten (10) days may be granted for extenuating emergencies and events, serious in nature, which may occur, which under the circumstances the member cannot reasonably be expected to disregard and which requires the attention of the unit member during his/her assigned hours of service, by permission of the Superintendent or his/her District designee.

2. Unit members may use four (4) of the ten (10) annual sick leave days for personal business at the unit member's discretion.

a. Unit members shall submit written notice of the need for personal necessity/business leave to the immediate supervisor at least ten (10) days prior to the beginning date of the leave, except where extenuating circumstances make this impossible. Approval shall be given in writing within seven (7) days.

b. It is understood that these days shall not be used for a work stoppage or concerted activity, nor when more than ten (10%) percent of the bargaining unit at the requesting unit member's site is absent or is expected to be absent; nor when more than ten (10%) percent of the bargaining unit district wide is absent or is expected to be absent. The request for personal

necessity/business leave in excess of the ten (10%) percent may be approved by the site administrator if it is determined that the request would not be detrimental to the educational program.

**C. Bereavement Leave**

1. A unit member shall be entitled to a maximum of four (4) days leave of absence, or five (5) days leave of absence if travel out of state or in excess of 250 miles one way from the District is required, without loss of salary on account of the death of any member of his/her immediate family. Extension to the bereavement leave provision may be requested through the Superintendent.

2. For purposes of this provision, an immediate family member shall be limited to: mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, mother-in-law, father-in-law, brother or sister of the unit member, step child, any person who has served as a legal parent or guardian of that unit member, or any person living in the immediate household of the unit member. Upon request of a unit member, the Superintendent may grant such leave for the death of relatives other than those listed where a close relationship existed between the deceased and said unit member.

**D. Industrial Accident Leave**

1. Unit members shall be entitled to industrial accident leave according to the provisions of Education Code Section 44984, for personal injury/illness which is qualified for workers' compensation.

2. Such leave shall not exceed 100 days during which the schools of the District are required to be in session or when the member would otherwise have been performing work for the District in any one school year for the same industrial accident.

3. The District has the right to have the unit member examined by a physician selected and approved by the District workers' compensation insurance carrier, unless the unit member has a written request on file which states the unit member's choice of physician.

4. For any days of absence from duty as a result of the same industrial accident, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member which shall not exceed 100% of the unit member's gross salary.

**E. Judicial Leave**

1. Unit members will be provided leave for regularly called jury duty and to appear as witness in court, for reasons not brought about through the connivance or misconduct of the unit member. The unit member shall submit a written request for an approval of absence no less than ten (10) days, if possible, prior to the beginning date of the leave requested.

2. The unit member, while serving jury duty, will receive pay in the amount of the difference between his/her regular District earning and any amount received for jury services, exclusive of any travel and/or meal allowance reimbursement. The unit member will render the warrant to District payroll personnel.

**F. Military and Legislative Leave**

1. Leaves of absence for unit members for active military services shall be granted without pay under the provisions of Section 44800, of the Education Code.

2. Leaves of absence for unit member elected to the legislature shall be granted without pay under the provisions of Section 44801, of the Education Code.

**G. Extended Leave**

1. Upon recommendation of the Superintendent or designee and approval of the

Board of Trustees, leave without compensation, increment, seniority or tenure credit may be granted for a period of one (1) school year.

2. Applications for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Superintendent's office by March 1, of the school year as to an intent to return to employment in the District. Except under extenuating circumstances, failure to notify the District of intended return may be considered abandonment of position.

#### **H. Effect of Unpaid Leave**

There shall not be any diminution of employment status for unit members on unpaid leave except that no unit member shall be entitled to compensation, increments or the accrual of seniority for layoff or reduction in force purposes, nor shall the time taken on unpaid leave count toward credit for unit members with probationary status in earning tenure. A unit member on unpaid leave may at his/her option maintain District health and welfare benefits by paying the required premiums, in advance of their due date, to the District.

**Article XII: SAVINGS PROVISION**

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. The parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

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### **Article XIII: NEGOTIATION PROCEDURE**

The Interest Based Problem Solving Process shall be the standard procedure for negotiations. Furthermore, the Association and the District agree that this Agreement may be reopened by mutual agreement during the term of this contract.

The reopener issue(s) shall be submitted to the Board of Trustees in a public meeting prior to the District's final budget adoption. Thereafter, the parties shall meet and negotiate in good faith as soon as practical, but not later than five (5) days following the next regularly scheduled Board meeting unless mutually agreed upon by both parties.

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#### **Article XIV: CONCERTED ACTIVITIES**

A. The Association agrees and understands that there will be no strike, work stoppage, slowdown or other interference with the operations of the District, including compliance with requests of other labor organizations to engage in such activities, by the Association or its officers, agents or members, during the term of this Agreement.

B. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort to induce all members to do so. In the event of a strike, work stoppage or other interference with the operations of the District by unit members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those unit members to cease such action.

C. The parties also agree and understand that this Article shall become inoperative if they fail to reach agreement on subjects reopened for negotiations after completing procedures as described in Article 9, of the Rodda Act, and either party gives ten (10) days written notice to the other party of its intent to suspend this Article. The suspension of this Article is intended to remove contractual limitations and not as either an endorsement of either party's activities, nor shall it constitute a limitation on either party's right to contest those activities on grounds other than contract violation claims. The purpose of said suspension is to exclude the possibility that either party could seek an injunction or other relief based on this Article after it had been suspended.

**Article XV: SAFETY**

A. Unit members shall not be required to work under conditions which constitute a clear danger to their health and/or safety.

B. Unit members who sustain loss or damage to their clothing, prostheses (e.g., dentures, eyeglasses, hearing aids), or other personal property approved for use by the District while performing either required or approved voluntary service to the District, shall be reimbursed by the District for the replacement or repair of such personal property, up to a limit of \$300 for single incident. Such reimbursement shall not be made if loss or damage was clearly the result of the unit member's carelessness or negligence.

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C. Any unit member who sustains damage to his/her car due to vandalism or unsafe conditions on school property shall be reimbursed up to \$500 for each such incident for damage not covered by insurance, up to a total District maximum liability of \$5,000 per school year for all claims made pursuant to this provision.

## **Article XVI: SHARED ASSIGNMENTS**

Unit members who wish to participate in a shared assignment program may submit a request to the District by March 20. The District will consult with the Association regarding the request. Such requests will include: a description of the work day and work year applicable to both participants in the program; the level and duration of salary and fringe benefits to be shared by the participants; and an explanation of how the educational program will be benefitted by the sharing of the assignment. The District will consider each such request individually, and determine whether, in the sole discretion of the District, to grant the request by May 5. Such programs may be renewed annually upon request of the participants and review by the District.

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The salary for the job share assignments shall not exceed one hundred percent (100%) of the combined salary of the job sharing participants.

**Article XVII: CERTIFICATED EARLY RETIREMENT PLAN**

The Cucamonga School District will provide the following Early Retirement Plan:

1. District unit members who have served at least ten (10) consecutive years of full-time service and who are between the ages of 55 and 65 are eligible to participate in the Early Retirement Plan.

2. Unit members who meet the eligibility requirements will be provided with \$5,000 each fiscal year for a period of three (3) years. This \$5,000 early retirement bonus will be paid to each participating unit member upon written notification to the District during each of the three (3) fiscal years.

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a. Paragraph 2 shall not apply in any school years where the District offers an alternative early retirement plan to unit members which is better or equivalent to the plan specified in paragraph 2.

3. In the event that anytime within the three (3) year period the retiree expires, the remaining bonus payments will be made to the retiree's beneficiary.

4. a. Any unit member who elects to retire under this plan shall be provided major medical coverage for the unit member only pursuant to the medical plan and rate currently in effect herein, until such member reaches age 65 or is covered by a state or federal medical insurance plan, whichever is sooner.

b. The retired unit member who qualifies under the above may elect to continue participating in the major medical coverage for his/her dependents provided the District Super Composite Rate continues whereby there is no additional costs to the District to cover the spouse. If the cost of spousal coverage creates a financial burden, the parties agree the retiree picks up the spousal costs pending negotiations of this item.

c. The retired unit member who has reached the age of 65 and therefore no longer qualifies for the benefits provided above may elect to continue participation in the major medical coverage providing he/she pays the required total premium to the District, in advance, on a monthly basis, and provided further such participation is permitted by the existing carrier.

5. The retiree, during the term of this Early Retirement Plan, does not have to provide any service to the District, but, may at his/her option elect to perform substitute teaching duties and be compensated for such duties at the then current rate.

6. To participate in the plan the unit member shall submit a letter of resignation to the Superintendent during the calendar year the unit member elects to retire. The unit member shall be entitled, if he/she chooses, to complete the school year in which they make the election to participate in the Early Retirement Plan.

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## **Article XVIII: CUCAMONGA TEACHER SUPPORT PROGRAM**

### **Introduction**

The Cucamonga Teacher Support Program (CTSP) is a collaborative effort between the Cucamonga School District and the Cucamonga Teachers' Association, CTA/NEA. It is the vision of the District and the Association to develop and retain high-quality professional teachers who have the ability to maximize student potential and learning.

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

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

#### **A. The CTSP encompasses several teacher support programs:**

1. Beginning Teacher Support and Assistance (BTSA) for first and second year beginning teachers who are credentialed;
2. Support programs for first and second year teachers with emergency credentials;
3. Volunteer assistance programs for experienced unit members who request help;
4. Assistance for unit members with permanent status who receive an overall unsatisfactory evaluation.

While the CTSP offers resources for teacher support, it does not usurp the direct

responsibility of school administrators to conduct evaluations and make recommendations concerning the continuing employment of unit members to the full extent of the Education Code. Unit members in the program will receive their regular evaluation from their administrators.

**B. Joint Committee**

1. **Joint Committee Composition and Selection.** The CTSP is supervised and evaluated by a Joint Committee. The majority of the committee will be four (4) permanent certificated classroom teachers chosen by the Association. Three (3) administrators will be chosen to serve by the District. One of which will always be from the Personnel Department. The Superintendent shall appoint an administrator from the Joint Committee to supervise the Consulting Teacher(s).

The committee shall select the chair. A committee year is defined as July 1 – June 30. A Committee Member's term shall be no more than three (3) years. For the first year, those selected shall be randomly appointed for two (2) or three (3) year terms.

2. **Joint Committee Duties and Responsibilities.**

The Joint Committee shall:

- a. Administer the CTSP.
  - (1) Establish operating rules and procedures.
  - (2) Participate in any training required to implement the program.
  - (3) Select the Consulting Teacher(s) by majority vote.
  - (4) Accept or reject non-mandatory referrals
  - (5) Oversee training of Consulting Teachers.
  - (6) Generally meet within the Committee's workday, however

work outside of the regular workday shall be compensated at an hourly rate based on Class V, step 6

for work performed outside the normal workday.

(7) Develop program budget subject to Board approval.

(8) Evaluate Consulting Teachers and their documentation.

(9) Monitor the progress of Referred Teacher intervention including making the decision regarding the success of such intervention and so advising the Board.

(10) Evaluate annually the impact of the District's Cucamonga Teacher Support Program in order to improve the program including:

(a) Number of unsatisfactory evaluation referrals

(b) Number of beginning teachers to receive assistance

(c) Number of permanent volunteer participants

(d) Training needs of Consulting Teachers

(e) Training needs of the Joint Committee

(f) Release time needed by Consulting Teachers, Joint Committee, and Participating Teacher(s)

(g) Administrative costs

(11) Refrain from participation in discussion and voting on any matter in which the Committee Member has a professional or personal conflict of interest. Conflict of interest shall include family members, current team members, current evaluator(s)/or supervisor(s), and other conflicts as determined by the Committee.

### 3. **Joint Committee Decision Making**

a. Decision making shall be by majority vote. Recommendations to the Board from the Committee, regarding the Consulting Teacher's report, shall require a 2/3 vote of the Committee.

b. To conduct an official meeting, at least five (5) of the seven (7) members of the Joint Committee must be present. No action or recommendations shall be voted upon unless at least three (3) Association committee members and two (2) District committee members are present.

c. The Joint Committee shall not act on the Consulting Teacher's reports before eleven (11) work days following receipt of the report to allow a Participating Teacher sufficient time to submit a written response. By written agreement of the Joint Committee and the Participating Teacher, time lines can be extended.

d. The Joint Committee shall make recommendations to the Board concerning Referred Teachers, including forwarding the names of the Referred Teachers to the Board who, after sustained assistance, are not able to demonstrate satisfactory improvement. Prior to forwarding a Referred Teacher's name to the Board, the Joint Committee shall review the assistance provided to the Referred Teacher and shall determine whether or not the Referred Teacher has been afforded "sustained" assistance.

### **C. Consulting Teachers**

A Consulting Teacher shall be a permanent certificated unit member who provides assistance to a Participating Teacher enrolled in the CTSP.

#### **1. Consulting Teacher Selection**

a. Consulting Teachers shall:

- (1) Possess a clear California teaching credential
- (2) Have taught in the school district for three (3) years
- (3) Have substantial recent experience in instruction
- (4) Demonstrate exemplary teaching ability

- (5) Demonstrate talent in written and oral communications
- (6) Demonstrate leadership ability or potential within her/his profession
- (7) Demonstrate ability to work cooperatively and effectively with other professional staff members
- (8) Have extensive knowledge of subject matter and mastery of a range of teaching strategies including classroom management and instructional techniques

b. Consulting Teachers shall be selected as follows:

- (1) A notice/announcement of vacancy will be posted/distributed.
- (2) Applicants shall submit application form or letter of application.
- (3) Applicants shall submit at least three (3) references from individuals who have direct knowledge of the applicant's ability in both teaching and working with colleagues. At least one (1) letter will be from a supervisor, and one (1) from a teacher or Association representative.
- (4) Applications submitted shall be subject to a screening process established by the Joint Committee to ensure that candidates meet minimum qualifications.
- (5) Consulting Teachers shall be selected by a majority vote of the Joint Committee after a minimum of five (5) representative(s) of the Joint Committee have conducted a classroom observation and interview with each of the candidates. At least three (3) teachers and two (2) administrators shall participate in the classroom observation .

2. **Consulting Teacher Related Duties and Responsibilities**

- a. Consulting Teachers shall assist Participating Teachers through

demonstrations, observations, coaching, recommending conferences or workshops for teachers and other appropriate activities that will support the Participating Teacher.

b. Consulting Teacher shall:

(1) Meet with the referred Participating Teacher to discuss the program and establish mutually agreed upon performance goals aligned with pupil learning, and develop the written assistance plan.

(2) Conduct multiple observation of the Participating Teacher during classroom instruction

c. Reports and Meetings with the Joint Committee

(1) The Consulting Teacher shall submit a written report to the Joint Committee on the progress of the Referred Teacher. The final report will be submitted to the Joint Committee at least forty-five (45) work days before the end of the Participant's school year.

(2) The Consulting Teacher will turn in all documentation and a written report to the Joint Committee regarding the progress of the referred unit member in the Cucamonga Teacher Support Program on a quarterly basis (for joint panel's decision).

(3) The Participant may attach a response in writing to the Consulting Teacher's report within eleven (11) working days.

(4) All deliberations of the Joint Committee are confidential. The Joint Committee may request follow-up information.

**D. Terms and Conditions**

**1. Length of Term for Consulting Teacher**

a. The full-time Consulting Teacher term shall routinely be three (3) years in length with annual performance reviews. After a three (3) year term a Consulting Teacher

must return to the classroom for one (1) year before a reappointment may be made. If the performance of the Consulting Teacher is found to be unsatisfactory at the annual performance review by the Joint Committee, they may remove the Consulting Teacher from this role at that time.

b. Terms shall be staggered to provide continuity and collegial support among Consulting Teacher(s). For the inaugural year, terms shall be one (1), two (2), or three (3) years.

c. After the first year of the CTSP, a full-time Consulting Teacher shall be eligible for one (1), three (3) year term, and then must serve in the classroom for at least one (1) year, before reapplying for the Consulting Teacher position.

d. Participating unit members may be served by a full-time Consulting Teacher or by a part-time Consulting Teacher(s). Part-time, or non-release, Consulting Teachers should be hired on an as needed basis. The length of their service shall be determined by the needs of their assignment not to exceed three (3) years.

## **2. Unexpired Terms**

A replacement appointee shall serve the remainder of the former Consulting Teacher's unexpired term.

## **3. Consulting Teacher Release and Workload**

The Consulting Teacher may serve Participating Teachers on full-time, or short term basis. The number of participants and available programs and funding shall determine Consulting Teacher to Participating Teacher ratios.

## **4. Right of Return for Consulting Teachers on Release**

Upon the completion of service as a Consulting Teacher, he/she shall be returned to the assignment that he/she held prior to becoming a Consulting Teacher or a mutually

agreed upon assignment.

5. The full-time Consulting Teacher will earn his/her regular yearly salary from the certificated salary schedule. Workdays shall be flexible within the 182 day year.

6. The part-time Consulting Teacher shall be compensated at \$2500 per BTSA teacher; \$3500 per referred teacher.

**E. Program Operations**

**1. Confidentiality**

All materials related to evaluations, reports, deliberations and other personnel matters shall be confidential. The final report may be used by the District in any employment action based upon instructional performance.

**2. Duty to Indemnify**

The District shall indemnify, hold harmless, and provide a legal representation for members of the CTSP committee and the Consulting Teacher for any liability and or litigation arising out of their participation in this Program.

**3. Funding**

Not more than five (5%) percent of the funds received by the District for CTSP may be expended for administrative costs. Administrative costs shall include but not be limited to the selection, training of committee members, and clerical support. It is understood and agreed that this Program shall terminate if for any reason there exists an inability for full funding thereof through AB1X (1999, Villariagosa), BTSA or successor legislation.

**F. Participating Teachers**

**1. Beginning Teacher Participants**

The purpose of participation in the assistance component of the CTSP is to

support Beginning Teachers in need of assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as related to the California Standards for the Teaching Profession. For beginning unit members this may be the Beginning Teacher Support and Assessment (BTSA) Program.

It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher/Support Provider shall play no role in the evaluation of the teaching performance of a Beginning Teacher Participant. The evaluation of the Beginning Teacher is the sole responsibility of the site administrator.

The Beginning Teacher shall be defined as:

- a. Fully credentialed first or second year teachers
- b. Intern teachers
- c. Teachers with Emergency Permits
- d. Experienced teachers who are new to the District
- e. Teacher on waiver or Pre-Intern

## 2. **Volunteer Participants**

The purpose of voluntary participation in the CTSP is to assist permanent unit members who seek to improve their teaching performance. Volunteers may request the Joint Committee to assign a Consulting Teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher shall play no role in the evaluation of the teaching performance of a Volunteer Participant. The Volunteer Participant shall indicate area(s) he/she seeks assistance in his/her request. The Volunteer Participant may terminate his/her participation in the CTSP at any time without a requirement to give a reason for said request.

All communication between the Consulting Teacher and a Volunteer Participant shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator or the Joint Committee.

**3. Referred Participants**

The purpose of participation in the CTSP is to assist unit members with permanent status in need of development in subject matter knowledge, teaching strategies, pupil progress and/or suitable learning environment. Unit members with permanent status shall be required to participate in the CTSP as a result of an overall unsatisfactory final evaluation.

An overall unsatisfactory for the CTSP is defined as two or more unsatisfactory ratings in two or more of the four evaluation categories A through D as listed on the Certificated Performance Evaluation Form.

The Consulting Teacher shall provide assistance to the Referred Participant until the Consulting Teacher concludes that the teaching performance of the Referred Participant is satisfactory, or that further assistance will not be productive, at which time the Consulting Teacher will submit a recommendation to the Joint Committee. Recommendations will be made at least annually. The Consulting Teacher shall continue to provide assistance until the Joint Committee acts on the recommendation. The Referred Participant shall have the right to submit a written response to the final report.

The Referred Participant shall have the right to present reasons in writing why their specific Consulting Teacher should be replaced and another Consulting Teacher substituted and to have those reasons considered by the Joint Committee for determination.

This article does not expand nor diminish the unit member's ability to grieve an evaluation pursuant to Article X of the negotiated contract between the parties.

4. **Exclusions**

The Program shall not deal with unit members' employment issues that arise from accusations of neglect of duty or misconduct which are distinct from unit members' evaluations in relationship to the Evaluation Article X of the contractual Agreement.

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**Article XIX: MISCELLANEOUS PROVISIONS**

A. This Agreement supersedes any District policies and/or rules and regulations in conflict therewith.

B. Within thirty (30) days of ratification of the Agreement by both parties, the District shall prepare and deliver to the Association sufficient copies of the Agreement for distribution to each unit member.

C. Unit members shall retain rights to materials which may be copyrighted where such material has been prepared by the unit member without substantial District assistance unless material was prepared on District time or direction.

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D. 1. To the extent that the District's policies on Complaints Concerning District Personnel, (BP 1312.1) and Suspension and Expulsion (BP 5144.1) contain provisions on subjects which are mandatory subjects of bargaining, the District will not modify said policy without negotiating such modifications with the Association.

2. Certificated unit members have the right to suspend students under the provisions of Education Code Section 48910.

E. Program Placement for Students with Disabilities

If an IEP Team determines that a child has a disability that requires services unavailable in the regular program, and determines that the student will be fully included in the regular program, the District will provide appropriate support and resources. "Fully included" is defined as a student with a disability assigned to the regular program for the same number of instructional minutes as a regular education student.

## **Article XX: SITE BASED SHARED DECISION MAKING**

1. The purpose of site-based shared decision making in the Cucamonga School district is to create a process for the staff and Principal at a given school site to modify this Agreement in the best interest of students, unit members and the District.

2. The following Articles in this Agreement shall be eligible for contract waiver:  
Article VIII: HOURS, Article IX: TRANSFER AND REASSIGNMENT, Article XVI:  
SHARED ASSIGNMENTS, and Article XVIII: CUCAMONGA TEACHER SUPPORT  
PROGRAM.

3. The Principal and the CTA designated site representative shall meet and mutually agree in writing on the modification of this Agreement to be presented to the unit members. This written agreement shall be subject to paragraphs 4 through 6 below.

4. The Principal and the CTA designated site representative shall agree on the timelines and the ballot statement for an election by unit members at the affected school site on the proposed modification of this Agreement.

5. CTA shall conduct the election by secret ballot.

6. This Agreement shall be modified upon an 80% vote of the participating site unit members. The modification shall be implemented for the time period identified on the ballot, not to exceed the balance of the school year. If a modification is being considered after the school year begins that affects only a grade level or department, approval shall be based on a 100% vote of the affected unit members.

7. Extending modifications to this Article that were implemented the prior year shall be discussed and voted on subject to the approval process (paragraphs 3 through 6) by the participating site unit members during the first 30 work days of the current school year.

8. An existing modification of a variance to this Agreement resulting from the implementation of the above procedures may be reevaluated any time during the school year and at that point may be amended or discontinued by mutual written agreement of the Principal and the CTA designated site representative.

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**Article XXI: LIVING AGREEMENT**

The Association and the District agree that the creation and maintenance of a positive employee-employer relationship is of utmost importance. To that end, the Association and the District agree to meet and problem-solve/negotiate disputes which arise from this Agreement.


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**Article XXII: TERM OF AGREEMENT**

A. This Agreement shall remain in full force and effect up to and including June 30, 2014, unless one of the parties notifies the other in accordance to Article XIII.

B. During the Term of this Agreement the parties agree to reopen negotiations on salary and fringe benefits. In addition, the parties may reopen any article of this Agreement at any time based upon mutual written agreement.

**Cucamonga Teachers' Association,  
CTA/NEA**

  
\_\_\_\_\_  
Jeanne Siriani, President

  
\_\_\_\_\_  
David Martin, Negotiations Team Chair


  
\_\_\_\_\_  
Sharyl Fleeman, Negotiations Team

  
\_\_\_\_\_  
Bill Lassiter, Negotiations Team


  
\_\_\_\_\_  
Mike Mayhew, Negotiations Team


  
\_\_\_\_\_  
Karen Robison, Negotiations Team

**Cucamonga School District**

  
\_\_\_\_\_  
Janet Temkin, Superintendent

  
\_\_\_\_\_  
Richard Dahlin, Personnel Services

  
\_\_\_\_\_  
Marianne Jagers, Business Services

  
\_\_\_\_\_  
Date

**Appendix A: CERTIFICATED SALARY SCHEDULE**

Increase Certificated Salary Schedule (Appendix A) in accordance with the Fair Share Formula as determined by the Worksheet for Compensation Computation using estimates effective July 1, for each of the fiscal years 2008-09, 2009-10.

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CUCAMONGA SCHOOL DISTRICT

Certificated Salary Schedule  
2011/2012

Effective July 1, 2011

STEP	<u>CLASS I</u> BA or Appropriate Credentialed	<u>CLASS II</u> BA + 15	<u>CLASS III</u> BA + 30	<u>CLASS IV</u> MA or BA + 45	<u>CLASS V</u> MA + 15 or BA+60	<u>CLASS VI</u> MA + 30 or BA + 75 (incl. MA)	<u>CLASS VII</u> MA + 45 or BA + 90 (incl. MA)
1	\$37,766	\$39,972	\$42,185	\$44,394	\$46,601	\$48,812	\$51,028
2	\$39,604	\$41,811	\$44,025	\$46,228	\$48,440	\$50,652	\$52,862
3	\$41,437	\$43,650	\$45,856	\$48,068	\$50,277	\$52,489	\$54,698
4	\$43,271	\$45,485	\$47,693	\$49,902	\$52,115	\$54,329	\$56,535
5	\$45,111	\$47,319	\$49,533	\$51,740	\$53,955	\$56,160	\$58,373
6	\$46,946	\$49,157	\$51,363	\$53,578	\$55,786	\$58,000	\$60,206
7		\$50,991	\$53,202	\$55,414	\$57,621	\$59,835	\$62,042
8			\$55,038	\$57,246	\$59,457	\$61,666	\$63,880
9				\$59,084	\$61,296	\$63,505	\$65,717
10					\$63,130	\$65,343	\$67,552
11					\$64,970	\$67,174	\$69,391
12					\$66,802	\$69,014	\$71,229
13					\$68,641	\$70,852	\$73,058
14					\$70,478	\$72,688	\$74,896
15					\$72,311	\$74,526	\$76,734
16							

1. This salary schedule is based on semester units:
  - a. Class I - B.A. or appropriate credential
  - b. Class II - B.A. + 15 semester or 22.5 quarter units (after B.A.)
  - c. Class III - B.A. + 30 semester or 45 quarter units (after B.A.)
  - d. Class IV - B.A. + 45 semester or 67.5 quarter units (after B.A.) or M.A.
  - e. Class V - B.A. + 60 semester or 90 quarter units (after B.A.) or M.A. + 15 semester or 22.5 quarter units (after M.A.)
  - f. Class VI - B.A. + 75 semester or 112.5 quarter units (after B.A.) including M.A., or M.A. + 30 semester or 45 quarter units (after M.A.)
  - g. Class VII - B.A. + 90 semester or 135 quarter (after B.A.) including M.A., or M.A. + 45 semester or 67.5 quarter units (after M.A.)
2. New employees shall receive credit for prior experience at one step on the salary schedule for each year of experience, up to a maximum of seven (7) steps.
3. Course credit for salary placement and movement shall be given only for post graduate, upper division or graduate coursework taken at four year colleges, universities or graduate schools which are accredited by a regional accrediting commission and listed in the current Accredited Institutions of Higher Learning published by the American Council on Education. Inservice training courses and workshops sponsored by four year colleges, universities or graduate schools (as defined above) for upper division or graduate credit can be used for salary placement and advancement.
4. At the 17<sup>th</sup> and 21<sup>st</sup> and 24<sup>th</sup> consecutive years in the District an additional \$1,215 increment will be granted.
5. Summer school teachers and Saturday school teachers shall receive 110% of the hourly rate of Class I, Step 2 of the Certificated Salary Schedule, effective beginning with the 1998 Summer School Program.
6. Selection of teachers for summer school assignment shall be based upon possession of the appropriate credential, recentness of subject matter presentation, and satisfactory evaluations. Where all of these factors are relatively equal, preference shall be given to permanent employees of the District.
7. The District will agree to fund fourteen (14) head coaches from the following sports: 7th grade football, 8th grade football, 7th grade volleyball, 8th grade volleyball, 7th grade girls basketball, 8th grade girls basketball, 7th grade boys basketball, 8th grade boys basketball, 7th grade girls track, 8th grade girls track, 7th grade boys track, 8th grade boys track, boys and girls soccer, and boys and girls softball.
8. The District will agree to fund two (2) assistant coaches for football.
9. Salary adjustments for subsequent years for all coaching positions will be based on the following formula: Head Coaches shall receive three and eighty-three one hundredths (3.83%) percent of Step 2, Column 1; Assistant Coaches shall receive two and eighty-seven one hundredths (2.87%) percent of Step 2, Column 1 of the Certificated Salary Schedule for Coaching Duties. Salary adjustments for Head Elementary Coaches shall be based on the following formula: seventy-five one hundredths (.75%) percent of Step 2, Column 1 of the Certificated Salary Schedule for coaching duties. Coaching assignments must be pre-approved by the Board of Trustees prior to the beginning of the sport season.
10. A \$500 stipend will be provided for cheerleading at Rancho Cucamonga Middle School per year.
11. Employees who are required to take over students of absent teachers, in addition to their regular assignments, shall be compensated for such duty by receiving extra compensation equal to the salary rate as set forth at Class I, Step 2 of the certificated salary schedule, prorated by the percent of the absent teacher's students assigned, as close as practicable, and the length of the assignment.
12. Beginning the 2002/2003 school year, column movement on the salary schedule shall be limited to two (2) window periods per school year with a total maximum of two columns per school year. In order to qualify for column movement, all Certificated employees who are or may become eligible for column movement must take all of the following actions and submit all the following required documentation:
  13. Complete and file with the Personnel Office a Salary Advancement Form, no later than April 15 of the preceding school year, stating the employee's intent to qualify for column movement during the subsequent school year. Certificated employees hired after April 1 may satisfy this requirement by filing their Salary Advancement Form no later than two (2) weeks following their date of hire.
  14. During the 2002-2003 school year only, to be eligible for column movement under paragraph (3) below, certificated employees must complete and file with the Personnel Office a Salary Advancement Form by January 10, 2003 stating the employee's intent to qualify for column movement.
  15. Provide all supporting records or transcripts to the Personnel Office prior to September 10 of the applicable year, in order to be eligible for column movement.
  16. Provide all supporting records or transcripts to the Personnel Office by March 10 of the applicable year, in order to be eligible for column movement effective April 1, which will be reflected on the May 1 pay warrant.
  17. If by September 10 and/or March 10, the unit member is unable to submit supporting records or transcripts verifying post-graduate units of study which are to apply toward salary advancement, official notices in the form of a grade card or letter from the college or university shall be submitted. Such temporary verification which indicate satisfactory completion of the course(s) shall be sufficient evidence to temporarily meet the above requirement. The unit member shall provide the official transcript or affidavit document to the District as soon as it becomes available.
  18. Regardless of the salaries as set forth on the certificated salary schedule, for 1988-89, the District shall pay a minimum teacher salary pursuant to the California Education Code Section 45023.4 and shall reflect that on the salary schedule by an asterisk at any listed salary below that amount, with the corresponding asterisk and footnote indicating that in any event the minimum salary shall be, in accordance with said statute, at the figures, established for this District. This provision shall be contingent upon continued state funding for this program, and shall be discontinued if said funding is not available for any reason.
  19. Staff Development and/or Curriculum Development during summer recess be compensated at the rate of 110% of the hourly rate of Class I, Step 2 of the Certificated Salary Schedule.
  20. Employees will receive one (1) additional day of sick leave for every trimester of perfect attendance. There shall be a maximum of two days per year. The employee cannot miss more than two days in the year.

**Appendix B: FRINGE BENEFITS**

Beginning the 2009-2010 school year the District's maximum annual contribution towards health benefits including medical, dental, vision and life insurance plans for unit members shall be \$9,630.63. Any cost in excess of the District's maximum annual contribution toward health benefits shall be paid by unit members through payroll deduction.

The District contributions, identified above, will be computed twelfthly, toward the fringe benefit coverage elected by unit members.

Effective July 1, 2009, the existing District Health Benefit Plan will be changed to:

**KAISER**

	<b><u>High</u></b>	<b><u>Low</u></b>
Office Visits	\$10	\$20 co-pay per visit
Emergency Room Visits	\$50	\$100 co-pay per visit
Out Patient Prescription Drugs	\$10/\$20 (100 day)	\$15/\$35 co-pay per prescription (30 day) Mail order \$30/\$70 (100 day)

**BLUE CROSS HMO**

Office Visits \$30/\$40 co-pay per visit

**BLUE CROSS PPO**

In-Network \$350 deductible  
Out-of-Network \$700 deductible  
Out Patient Prescription Drugs \$10/\$20/\$35



**E. PERFORMANCE OF NONINSTRUCTIONAL DUTIES AND RESPONSIBILITIES**

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 1. SHOWS CARE IN PERSONAL APPEARANCE.....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. PUNCTUALITY.....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. ADHERENCE TO DISTRICT POLICIES AND PROCEDURES.....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. MAINTAINS ACCURATE AND TIMELY RECORDS AND REPORTS.....                                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. MAINTAINS PROFESSIONAL RELATIONSHIPS AND COMMUNICATES WITH STUDENTS, STAFF AND PARENTS..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. PERFORMS ASSIGNED NONCLASSROOM DUTIES AND SUPERVISION.....                                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**COMMENTS:**

**OVERALL EVALUATION (CHECK APPROPRIATE SECTION)**

- |  |                                 |  |
|--|---------------------------------|--|
| <input type="checkbox"/> SATISFACTORY                  | 1) RECOMMENDED FOR REEMPLOYMENT | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| <input type="checkbox"/> SATISFACTORY WITH RESERVATION | 2) RECOMMENDED FOR TENURE       | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| <input type="checkbox"/> UNSATISFACTORY                | (IF ELIGIBLE)                   |  |

**COMMENDATIONS:**

**RECOMMENDATIONS:**

**RECOMMENDED ASSISTANCE:**

\_\_\_\_\_  
EVALUATOR'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EVALUATEE'S COMMENTS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I HAVE RECEIVED A COPY OF THIS REPORT, BUT MY SIGNATURE DOES NOT NECESSARILY INDICATE MY AGREEMENT. I UNDERSTAND I MAY ATTACH A WRITTEN RESPONSE WITHIN TEN (10) WORKING DAYS FROM THE DAY ON WHICH THE REPORT IS RECEIVED. SUCH A WRITTEN RESPONSE IS TO BECOME A PERMANENT PART OF THE REPORT.

\_\_\_\_\_  
EVALUATEE'S SIGNATURE

\_\_\_\_\_  
DATE

## **Appendix D: SCHOOL CALENDAR**

Annually, the District will negotiate with the Association regarding the calendar and the scheduling of the duty year of 183 days for new and 182 days for returning teachers. The last day of school shall be a minimum day for students in grades 1-8.

*Intent: It is the intent of the District and Association to continue discussion on this language.*