

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**TEMECULA VALLEY UNIFIED
SCHOOL DISTRICT**

AND

**TEMECULA VALLEY EDUCATORS
ASSOCIATION, CTA/NEA**

TERM OF CONTRACT:

JULY 1, 2005 - JUNE 30, 2008

TABLE OF CONTENTS

PREAMBLE	1
Article 1	RECOGNITION	1
Article 2:	UNIT RIGHTS.....	1
Article 3:	DISTRICT RIGHTS	2
Article 4:	ORGANIZATIONAL MEMBERSHIP	3
Article 5:	HOURS.....	4
5.10	ELEMENTARY PREPARATION TIME	6
Article 6:	YEAR-ROUND-EDUCATION - SUSPENDED.....	6
Article 7:	COMPENSATION AND BENEFITS	6
7.1	COMPENSATION - SALARY AND STIPENDS.....	6
7.2	HEALTH AND WELFARE BENEFITS.....	6
7.3	LIFE INSURANCE COVERAGE (STANDARD INSURANCE CO).....	7
7.4	DEATH BENEFIT	7
Article 8:	REIMBURSEMENTS.....	7
Article 9:	PROFESSIONAL GROWTH AND DEVELOPMENT PLAN	7
9.1	GOAL.....	7
9.2	ADMINISTRATION.....	7
9.3	DESCRIPTION OF THE PROGRAM	8
9.4	LONGEVITY	8
Article 10:	LEAVE	9
10.1	PERSONAL ILLNESS AND INJURY	9
10.2	PERSONAL NECESSITY.....	10
10.3	PERSONAL BUSINESS.....	10
10.4	EXTENDED ILLNESS AND INJURY	11
10.5	BEREAVEMENT	11
10.6	PREGNANCY DISABILITY.....	11
10.7	LEAVE WITHOUT PAY FOR CHILD-BEARING PREPARATION AND CHILD REARING	12
10.8	FAMILY CARE LEAVE	13
10.9	INDUSTRIAL ACCIDENT	13
10.10	JUDICIAL.....	14
10.11	SABBATICAL	14
10.12	OTHER LEAVE WITHOUT PAY.....	15
10.13	ADOPTION.....	15
10.14	LEAVE VERIFICATION.....	15
Article 11:	CLASS SIZE	15
Article 12:	ASSIGNMENTS, TRANSFERS AND FILLING OF VACANCIES.....	16
12.1	DEFINITION OF TERMS.....	16
12.2	VACANCIES.....	16
12.3	VOLUNTARY TRANSFERS/REASSIGNMENTS.....	17
12.4	INVOLUNTARY TRANSFERS/REASSIGNMENTS	18
Article 13:	EVALUATION PROCEDURE	18
13.8	OBSERVATION.....	19
13.9	EVALUATION	20
Article 14:	PEER ASSISTANCE AND REVIEW PROGRAM (PAR)	20
14.1	PURPOSE	20
14.2	DEFINITIONS.....	21
14.3	JOINT PEER REVIEW PANEL.....	21
14.4	JOINT REVIEW PANEL RESPONSIBILITIES	22
14.5	CONSULTING TEACHERS.....	23
14.7	PARTICIPATING TEACHERS.....	25

TABLE OF CONTENTS

14.8	STATUS AND LIABILITY PROTECTION OF UNIT MEMBERS	26
14.9	BUDGET PRIORITIES AND CONSIDERATIONS	26
Article 15:	COMPLAINTS CONCERNING SCHOOL PERSONNEL.....	27
Article 16:	GRIEVANCE/ARBITRATION PROCEDURE	27
16.1	DEFINITIONS.....	28
16.2	GENERAL	28
Article 17:	DUE PROCESS/JUST CAUSE	31
17.1	DUE PROCESS	31
17.2	JUST CAUSE	31
17.3	DUE PROCESS (PROGRESSIVE DISCIPLINE PROCEDURES).....	31
17.4	SUSPENSION PROCEDURES.....	32
Article 18:	EXTENDED SCHOOL YEAR REMEDIAL PROGRAMS (ESYRP)	33
Article 19:	HOME TEACHING	33
19.1	HOME TEACHING ASSIGNMENTS	33
19.2	SELECTION FOR HOME TEACHING - ELEMENTARY.....	33
19.3	SELECTION FOR HOME TEACHING - MIDDLE AND HIGH SCHOOL.....	34
19.4	RATE OF PAY	34
See Stipend Schedule (Appendix C-2).	34
Article 20:	RETIREMENT	34
20.1	EARLY RETIREMENT - SUSPENDED	34
20.2	RETIREMENT	34
Article 21:	MENTOR TEACHERS - SUSPENDED	34
Article 22:	SHARED TEACHING	34
22.3	SHARED BENEFITS	35
Article 23:	SAFETY.....	35
Article 24:	EFFECT OF AGREEMENT	36
Article 25:	SUPPORT OF AGREEMENT.....	36
Article 26:	CONCERTED ACTIVITIES	36
Article 27:	SAVING PROVISION	37
Article 28:	TERM	37
SIGNATURES	38
APPENDICES	39
APPENDIX A	STUDENT/TEACHER CALENDAR 2006-2007 SCHOOL YEAR.....	40
APPENDIX A	STUDENT/TEACHER CALENDAR 2006-2007 EXPLANATION.....	41
APPENDIX B-1	CERTIFICATED SALARY SCHEDULE "A" 2006-2007 SCHOOL YEAR.....	42
APPENDIX B-2	CERTIFICATED SALARY SCHEDULE "B" 2006-2007 SCHOOL YEAR.....	43
APPENDIX B-3	COUNSELOR/LIBRARIAN SALARY SCHEDULE 2006-2007 SCHOOL YEAR	44
APPENDIX B-4	PSYCHOLOGIST SALARY SCHEDULE 2006-2007 SCHOOL YEAR	45
APPENDIX B-5	ROTC/LEAD NURSE CERTIFICATED SALARY SCHEDULE.....	46
APPENDIX B-6	HEALTH AND WELFARE BENEFITS INFORMATION 2006-2007.....	47
APPENDIX C-1	STIPEND SCHEDULE 2006-2007 SCHOOL YEAR	48
APPENDIX C-2	EXTRA DUTY STIPEND SCHEDULE 2006-2007 SCHOOL YEAR.....	49
APPENDIX D-1	CONTRACT GRIEVANCE FORM – LEVEL II.....	50
APPENDIX D-2	CONTRACT GRIEVANCE FORM – LEVEL III.....	51
APPENDIX D-3	CONTRACT GRIEVANCE FORM – LEVEL IV	52
APPENDIX E-1	CERTIFICATED GOAL SETTING FORM	53
APPENDIX E-2	CERTIFICATED EVALUATION REPORT	54
APPENDIX E-3	CERTIFICATED EVALUATION REPORT CRITERIA	57
APPENDIX E-4	NURSE EVALUATION REPORT	64
APPENDIX E-5	MIDDLE SCHOOL COUNSELOR EVALUATION REPORT.....	67

TABLE OF CONTENTS

APPENDIX E-6	HIGH SCHOOL COUNSELOR EVALUATION REPORT	70
APPENDIX E-7	PSYCHOLOGIST EVALUATION REPORT.....	73
APPENDIX E-8	SPEECH AND LANGUAGE SPECIALIST EVALUATION REPORT	76
APPENDIX F	REQUEST FOR APPROVAL OF COURSE WORK.....	79
APPENDIX G-1	CERTIFICATED EMPLOYEE'S REQUEST FOR SABBATICAL LEAVE	80
APPENDIX G-2	SABBATICAL LEAVE FORMULA FOR LOAN REPAYMENT/GRANT FORGIVENESS.....	81
APPENDIX G-3	APPLICATION FOR UNPAID LEAVE OF ABSENCE	82
APPENDIX G-4	EMPLOYEE LEAVE REQUEST	83
APPENDIX H-1	LONGEVITY AND PROFESSIONAL GROWTH PLAN/REQUEST APPROVAL OF PLAN.....	84
APPENDIX H-2	VERIFICATION OF SUCCESSFUL SERVICE FORM	85
APPENDIX H-3	LONGEVITY PROFESSIONAL GROWTH PLAN AND RECORD	86
APPENDIX H-4	CATEGORIES OF ACCEPTABLE ACTIVITIES.....	87
APPENDIX I	SHARED TEACHING CONTRACT AGREEMENT	92
APPENDIX J	REQUEST FOR TRANSFER/REASSIGNMENT.....	93
APPENDIX K	EXTENDED WORK YEAR AGREEMENT	94
APPENDIX L	PROFESSIONAL RELEASE DAY PLAN	95

PREAMBLE

This is an Agreement made and entered into on July 1, 2006, between the Temecula Valley Unified School District (hereinafter referred to as "District") and the Temecula Valley Educators Association, CTA/NEA (hereinafter referred to as "Association").

Article 1: RECOGNITION

- 1.1 The Board recognizes the Association as the exclusive representative of all certificated employees of the District, excluding substitute, management, supervisory, and confidential employees.

Article 2: UNIT RIGHTS

- 2.1 The Association and its representatives shall have the right to:
- 2.1.1 Use school mailboxes, e-mail and the District mail service to the extent authorized by law; such use shall be limited to communications by the Association with its unit members; the Association will provide the Superintendent with a copy of any such communication it feels may be of concern to the District;
 - 2.1.2 School Bulletin board space in designated areas to which bargaining unit members have access, for use by the association;
 - 2.1.3 Obtain from the District the names of all unit members and their assigned work site as soon as possible after the beginning of each school year; an updated list may be requested by the local Association chapter at the end of the first semester of each school year;
 - 2.1.4 Obtain from the District the names and addresses of all new unit members employed by the District, unless a new unit member requests in writing that the District not provide this information;
 - 2.1.5 Use District facilities at reasonable times before and after duty hours, provided that prior approval is obtained according to District 'Use of Facilities' regulations, and;
 - 2.1.6 Transact official Association business on District property during non-duty hours, so long as the transaction of such business does not interfere with the educational process or a unit member's professional duties.
- 2.2 The District shall, within forty-five (45) days of ratification of this Agreement by both the Board of Education and the Association, prepare and deliver sufficient copies of this Agreement to the Association's Executive Board, one (1) per school site TVEA representative, one (1) per site library, and will post a copy of the text of entire collective bargaining agreement as ratified on the District's website and up to ten (10) copies per site by site request.
- 2.3 The Association shall receive a copy of all adopted policies of the District Board of Education and a copy of all District Administration Regulations.
- 2.4 The Association will receive time off from duties for the processing of grievances past Level I of the grievance procedure, Article 16 herein, for unit members who are designated as unit representatives, subject to the following conditions:

- 2.4.1 By no later than two (2) days following the signing of the Agreement, the Association will designate in writing to the Superintendent three (3) unit members who may receive the release time;
 - 2.4.2 Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative informs his/her immediate supervisor in order that an adequate substitute may be obtained, if such is necessary; and
 - 2.4.3 That such time off shall be limited solely to representing a grievant in a conference with a management person beyond Level I, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.
- 2.5 The District agrees to allow CTA workshops and conference attendance, up to thirty (30) days per year, for the Association President or designee, with costs of the substitute, if one is needed, borne by TVEA. Prior notice of intent to use these provisions shall be extended to the Superintendent, whose advance approval must be obtained.
- 2.6 The TVEA President shall be released from his or her regular duties to the District for the full term of this Agreement. That term shall commence on July 1, 1999.
- 2.6.1 The President shall be paid in the usual manner as if he or she were a regular employee of the District and shall suffer no reduction in salary, step, fringe, or other benefits. The President shall also be guaranteed the right to return to the site occupied before taking office if said position is still available in the normal course of events.

The parties will mutually agree upon a job description of the duties to be done during the release time.
 - 2.6.2 The TVEA shall compensate the District for the release-time presidency. The compensation shall also include the cost of benefits, STRS, Medicare, and workman's compensation.

TVEA will be invoiced in ten (10) monthly payments, September through June, and will pay within thirty (30) days. A charge of 1½ % per month will be assessed on late unpaid balances.

Article 3: DISTRICT RIGHTS

- 3.1 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.
- 3.1.1 Included in, but not limited to, those duties and powers are the exclusive right to: Determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine 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 allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency.
 - 3.1.2 In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

- 3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 3.3 The District retains its right to temporarily amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergencies such as national, state, or county declared emergencies and natural disasters for the duration of such emergencies.

Article 4: ORGANIZATIONAL MEMBERSHIP

- 4.1 Any unit member who is a member of the Temecula Valley Educators Association, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period which commences thirty (30) days or more after submission to the District payroll office.
- 4.2 Any unit member who is not a member of the Temecula Valley Educators Association, CTA/NEA, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments (as determined by PERB), payable to the Association in one lump sum cash payment or in the same manner as required for the payment of membership dues, provided, however that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 4.1 of this article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 4.1, the Association shall so inform the District. 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 4.1 of this article. There shall be no charge to the Association for such mandatory fair share deductions.
- 4.3 Any unit member who is a member of a religious body whose traditions, tenets or teachings include objections to joining financially supported employee organizations shall not be required to join or financially support the Temecula Valley Educators Association, CTA/NEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
- Temecula Valley Scholarship Foundation, Promising Christmas, United Way, Red Cross, Assistance League, Community Pantry, or other charitable organization as mutually agreed upon.

- 4.4** Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditions, tenets, or teachings object to joining or financially supporting employee organizations, pursuant to the Association and District as a condition of continued exemption from the provisions of Sections 4.1 and 4.2 above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 30 of each school year.
- 4.5** With respect to all sums deducted by the District pursuant to Sections 4.1 and 4.2 above, whether for membership dues for fair share, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- 4.6** The Association agrees to furnish any information needed by the District to fulfill the provisions of Section 4.5 of this Article.
- 4.6.1** The Temecula Valley Educators Association shall indemnify, defend, and hold harmless the District's Board of Education, including each individual School Board Member, and employees, agents, and representatives of the District against any and all claims, demands, suits or other forms of liability; including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees and any back pay, penalties or awards resulting from any court, arbitrator or PERB orders, judgments or settlement which may arise by reason of, or resulting from the operation of this article. The Temecula Valley Educators Association shall bear all costs defending against any and all such claims, demands, suits or other forms of liability; including, but not limited to, court costs, attorney fees and all other costs of litigation.
- 4.6.2** The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in 4.6.1 above shall or shall not be compromised, resisted, defended, tried or appealed.
- 4.7** The Association's decision thereon shall be final and binding upon all Parties protected by Section 4.6. This paragraph shall not be construed as a waiver on the part of the District, Board of Education, or any individual protected by this Section of any claim against the Association for failing to act in good faith in settling a claim or any failure to competently defend and hold them harmless. Within ten (10) days of proper service of a claim, demand, suit, or other legal action against any protected Party, the District shall inform the Association and provide the Association with copies of any documents received as a result of the legal action. Upon request, the District shall provide the Association's legal counsel with documents and information reasonably related to providing a defense.

Article 5: HOURS

- 5.1** The length of the unit member work day, including lunch and including relief periods and time required before and after school, shall not exceed seven (7) hours. The Administration may require unit members to attend two (2) faculty meetings every four (4) weeks. Psychologists shall have a seven and one-half (7½) hour on-site work day.

- 5.1.1** Unit members shall report for duty at their assigned work site at least thirty (30) minutes before the beginning of the instructional day, unless in doing so would exceed the seven (7) hour work day.
- 5.2** In addition to the time in Section 5.1, unit members are responsible for other instructional and non-instructional duties such as bus duty, morning yard duty, instructional responsibilities, preparation for instruction, approved program development, professional growth activities, parent and/or student conferences, committee assignments, special help to students, Back-to-School Night, Open House, faculty and District meetings, supervision and leadership of student organizations and activities, student supervision within and outside the classroom and class hours, and other assignments which are determined by management to be necessary for the efficient operation of the District.
- 5.3** Faculty meetings are not to exceed two (2) hours every four (4) weeks. An agenda shall, whenever practicable, be made available to unit members at least one (1) day in advance so unit members may place items on the agenda.
- 5.4** Nothing in this Article limits the initiative on the part of the unit member to take whatever action he/she may consider necessary in the accomplishment of his/her duties as long as such action is not in violation of this agreement, Board policy, or administrative regulations.
- 5.5** All unit members shall be entitled to a duty-free lunch period of at least thirty (30) minutes.
- 5.6** Unit members teaching in grades six (6) through and including twelve (12) shall have one (1) class period per day to be utilized for preparation time, except on modified days. The period shall be the same length as a regular instructional period. The District reserves the right to assign duties, including classroom instructional duties, at any time during the work day, other than the duty-free thirty (30) minute lunch period and assigned preparation time, as set forth herein.
- 5.7** Unit members teaching in grades Kindergarten through and including fifth (5th) shall have one hundred fifty (150) minutes per week to be utilized for preparation time. These minutes may be reduced in number if prep minutes fall on a non-student or modified day, or due to an unforeseeable circumstance, such as, but not limited to, inability to secure substitute coverage, fire/earthquake drills, building evacuation, etc.
- 5.7.1** Kindergarten teachers shall be assigned by the site administrator to assist other K-3 teachers for ninety (90) minutes per day; a minimum of forty five (45) of these minutes per day shall be assigned in a Kindergarten classroom.
- 5.8** In preparing the initial master schedule, the Administration shall consider employing full-time unit members before considering offering extra period assignments to current unit members.
- 5.8.1** A unit member teaching an extra period assignment will earn an additional 20% of his/her per diem rate.
- 5.9** Unit members shall not be required to substitute except in the event of an emergency. If a unit member does substitute, he/she will be paid the hourly rate or receive compensation time.

5.10 ELEMENTARY PREPARATION TIME

- 5.10.1** Unit members in grades 1-5 shall use modified days as preparation time for individual and team planning, except for the modified days designated for K-8 parent conferences. The modified day time shall not be used for school-wide or District-wide planning, training or committees unless 2/3 majority of the school staff supports this time usage.
- 5.10.2** As a result of serving assigned supervisory duties, each unit member of grades 1-5 shall be accorded two professional release days per year for purposes of planning and preparation. These days shall be scheduled by each unit member with the principal. The unit member shall submit to the principal a plan for the use of the professional release day. Professional release days for individual unit members shall be scheduled by the principal to assure that no detriment to the school program occurs (e.g. too many subs on campus, holiday or weekend extensions, or special needs at the site), (Appendix L).

Article 6: YEAR-ROUND-EDUCATION - SUSPENDED

Article 7: COMPENSATION AND BENEFITS

7.1 COMPENSATION - SALARY AND STIPENDS

- 7.1.1** Compensation for the 2006-2007 school year will be increased by funded COLA (10%) effective July 1, 2006, according to Appendix B-1 (Certificated schedule); Appendix B-2 (Counselor/Librarian schedule); Appendix B-3 (Psychologist schedule); and Appendix B-4 (ROTC/Lead Nurse schedule).
- 7.1.2** For the 2006-2007 school year, unit members will be compensated for extra duty and stipends based on the attached Extra Duty Schedule, Appendix C-1 and C-2.
- 7.1.3** Unit members will be paid twelfthly.

7.2 HEALTH AND WELFARE BENEFITS

- 7.2.1** The District contribution limit to the cost of medical, dental and vision insurance premiums per each eligible, full-time unit member and his/her dependents shall be \$699.00 per month (twelfthly) for the 2006-2007 school year. Payment of any additional medical, dental or vision insurance premium costs shall be paid by the individual unit member, (Appendix B-5).
- If the preliminary estimate for health benefits for the 2006-2007 fiscal year exceeds the contribution limit, after adding in the funds from the insurance reserve, the IAC will be convened to develop plan and coverage modifications.
- 7.2.2** All rebates from the District JPA shall be applied directly to reduce the cost of Health and Welfare Benefits.
- 7.2.3** The Joint TVEA Committee shall continue a review of the District's medical and benefit plans to study and recommend benefit providers and cost efficiencies.
- 7.2.4** The District shall establish an insurance advisory committee for the purpose of researching available options and cost economies to maximize plan benefits and minimize premium costs to the District and employee participants. The Committee shall consist of fifteen (15) representatives, five (5) appointed by TVEA, five (5) appointed by Classified bargaining unit, and five (5) appointed by the District. Each of these groups shall designate three (3) voting members, with the two (2) alternates having the ability to vote in the absence of voting members. The Committee shall annually appoint a chairperson. The chairperson position

shall rotate between the three (3) parties. In the first year of existence of the Committee (2006-2007), TVEA and Classified bargaining units shall determine between them, which party shall appoint a chairperson (subject to Classified bargaining unit approval). In the second year of the existence of the Committee, the union that did not appoint the chairperson in the first year shall appoint a chairperson. In the third year of the existence of the Committee, the District shall appoint a chairperson. The District shall provide the Committee and TVEA with relevant data within a reasonable time of the request concerning the health and welfare costs, experience, and plan expenses.

The Committee shall meet at least quarterly. It shall solicit proposals and estimates, study costs of providing insurance coverage and usage by District employees, and shall make recommendations to their respective employee units.

7.3 LIFE INSURANCE COVERAGE (STANDARD INSURANCE CO)

The District shall pay the premium for term life insurance in the amount of \$25,000 for the employee only.

7.4 DEATH BENEFIT

In the event of the death of a unit member, the surviving spouse and/or dependent children shall be eligible to receive fully paid health, vision, and dental benefits for six (6) months.

Article 8: REIMBURSEMENTS

8.1 Unit members who may be required to use their own automobiles in the performance of their duties and unit members who are assigned to more than one school a day shall be reimbursed for all such travel at the standard IRS computation rate.

8.2 Unit members who may be requested to use their personal cars for field trips or other business of the District shall receive the benefits provided in 8.1 above.

Article 9: PROFESSIONAL GROWTH AND DEVELOPMENT PLAN

9.1 GOAL

9.1.1 To promote individual development of unit members, recognizing that each person must continue to grow professionally in order to achieve success and security in his/her position.

9.2 ADMINISTRATION

9.2.1 Forms - The unit member wishing to take courses for salary advancement shall use the District form (Appendix F) submitting it to his/her administrator and then forwarding to the HRD for final approval.

9.2.2 If approval is denied, it may be appealed through a Professional Growth Committee consisting of the following: One (1) administrator, President of the Temecula Valley Educator's Association, one (1) elementary unit member, one (1) middle school unit member and one (1) high school unit member.

9.2.3 A majority vote of the unit members (2 out of 3) will carry with the administration.

9.2.4 The committee will meet as necessary after school.

9.3 DESCRIPTION OF THE PROGRAM

- 9.3.1** Courses taken for salary advancement shall be college work taken from an accredited institution. A grade of C or higher, or its equivalent (Pass), must be earned for course work to count toward salary advancement.
- 9.3.2** Courses taken for salary advancement must relate to the education of the students of the District, recognizing that expanding a unit member's area of expertise will benefit the student body. Courses taken may include:
- 9.3.2.1 Content Areas** - should include all subjects taught in the District or being considered for inclusion in the District curriculum.
 - 9.3.2.2 Enrichment Areas** - should include courses in subject areas taught within the District as enrichment and/or elective classes, or subjects that could be considered for future curriculum enrichment.
 - 9.3.2.3 Methodological Areas** - should include courses in teaching techniques, motivation, classroom management, school and District administration, etc.
 - 9.3.2.4 Effective Areas Of Interpersonal Relations** - of students and faculty, pupil growth and development, staff communication, problem solving, decision making, etc.
 - 9.3.2.5** Six (6) of the required fifteen (15) units needed for column advancement must be taken from the following course content areas: Reading Strategies, Math, Technology, CLAD/SDAIE/BCLAD, Writing (Writing Strategies), Teaching Special Needs Students, Classroom Management and content specific to teaching assignment.
- 9.3.3** Prior approval from the site level administrator shall be obtained for all units, which apply to advancement.
- 9.3.4** The official date of eligibility for salary increase shall be the date verified transcripts or official grade reports are received by the Human Resources Office. These documents shall determine college course unit verification.
- A certificated employee who qualifies for a salary increase shall be paid the increased salary no later than three (3) pay periods or three (3) months, whichever is longer, after the employee files proper documentation required for the salary increase. Interest will be applied per Ed. Code 45048 if the District does not meet payment timelines.
- 9.3.5** In the event that doubt as to the acceptability of a particular course arises, approval from the HRD Office should be obtained prior to class enrollment.
- 9.3.6** Employees may, but are not required to, submit a request for approval of an entire program; i.e., a master's program, or a program for a particular credential. The request must list and have approved each course in the program. Any changes in the program courses must be resubmitted for approval to the Personnel Office.

9.4 LONGEVITY

- 9.4.1** Column F of the Certificated Salary Schedule shall include longevity/ professional growth steps for unit members upon completion of fifteen (15), eighteen (18), and twenty-one (21) years of full-time teaching. Such members shall be granted longevity increments at the beginning of their sixteen (16), nineteen (19), and

twenty-two (22) years of credentialed experience and providing they meet the following criteria:

- 9.4.1.1** A minimum of 50% of the years of experience (that is, the completion of eight (8), nine-and-a-half (9.5), and eleven (11) years respectively) shall have been earned in the Temecula Valley Unified School District or its predecessor District: Temecula Union School District or the Elsinore Union High School District.
- 9.4.2** To receive credit for each longevity increment, five (5) semester units or seventy-five (75) Professional Growth Hours or a combination units/hours study plan shall be submitted to the site principal for his/her approval then forwarded to the HRD Office. All parts of Section 9.2 (Administration of Professional Growth and Development Plan) shall apply. This approval must be sought prior to the unit member's participation in the college/university classes.
 - 9.4.2.1** A certificated employee who qualifies for longevity advancement shall be paid the increased salary not later than three (3) pay periods or three (3) months, whichever is longer, after the employee files proper documentation required for the salary increase. Interest will be applied per Ed. Code 45048 if the District does not meet payment timelines.
- 9.4.3** The Professional Growth Study Plan shall be linked to at least one of the following:
 - 9.4.3.1** The credential(s) currently held by the unit member.
 - 9.4.3.2** The college major or minor held by the unit member.
 - 9.4.3.3** Additional professional credentialing or certification.
 - 9.4.3.4** Any sequence of coursework and/or professional growth activities which will produce learning beneficial to the unit member and his/her students.
- 9.4.4** Professional Growth Study Plans which include activities other than college coursework for longevity increments must be approved by the site principal or the Human Resources Development Office to assure that the work done is within the scope of the guidelines set forth in Appendix H-1.
- 9.4.5** Each longevity/professional growth increment shall be compensated at the rate of 2.5% above the previous step. Step 16, then, shall be F/13 + 2.5%, Step 19 shall be Step 16 + 2.5% and Step 22 shall be Step 19 + 2.5%.
- 9.4.6** Units/hours earned after verification of the master's degree are eligible for credit towards longevity.

Article 10: LEAVE

10.1 PERSONAL ILLNESS AND INJURY

- 10.1.1** 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 fulltime shall receive a prorated amount of the ten (10) days, based upon the number of hours that they actually work. If, in the opinion of management, it appears that there is an abuse of this section, it is agreed that the District may take whatever it considers reasonable action to verify the unit member's illness.
- 10.1.2** If a unit member does not utilize the full amount of leave as authorized in 10.1.1 above in any school year, the amount not utilized shall be accumulated from year to year.

- 10.1.3** Whenever possible, a unit member must contact the substitute caller as soon as the need to be absent is known, but in no event less than one (1) hour prior to the start of the work day to permit the employer time to secure a substitute service. Failure to provide adequate notice shall be grounds for denial of leave with pay or other disciplinary action.
- 10.1.4** A unit member's reported absence shall be deducted hour-for-hour from sick leave up to three (3) hours. If the absence exceeds three (3) hours, a full day shall be deducted from sick leave.
- 10.1.5** A unit member shall not have a substitute assigned for an additional day(s) unless he/she calls the Substitute Finder System indicating an extension of an absence. In addition, a unit member shall call his/her District site of employment one (1) hour prior to the close of the school day on the day of absence to request the same substitute for an additional day(s) of absence.
- 10.1.6** Extension of paid leave for adoption, personal necessity, or Family Care Emergency may be requested in writing, pending accrued sick leave availability, by the unit member from HRD and approved on a case by case basis.

10.2 PERSONAL NECESSITY

- 10.2.1** Leave which is credited under Section 10.1.1 of this Article may be used, at the unit member's election, for purposes of personal necessity, provided that use of such personal necessity leave does not exceed seven (7) days in any school year.
- 10.2.2** For purposes of this provision, personal necessity shall be limited to: (a) death or illness of a member of the unit member's immediate family; (b) a circumstance which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family; or (c) appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena, or any order made with jurisdiction; (d) other personal necessity which is allowed at the discretion of the Superintendent or designee, provided that under no circumstances shall leave be available for purposes of personal convenience, for matters which can be taken care of outside the work hours, or for recreational activities.
- 10.2.3** Before the utilization of personal necessity leave, a unit member must obtain prior written approval from the appropriate management person, except for cases of (a) and (b) in Section 10.2.2 above. Should the circumstances outlined in (a) and (b) arise, the employee shall make every effort to comply with District procedures to enable the District to secure a substitute.
- 10.2.4** Under all circumstances, a unit member shall verify in writing that the personal necessity leave was used only for purposes as set forth in Section 10.2.2 above, (Appendix G-4).

10.3 PERSONAL BUSINESS

- 10.3.1** A unit member may elect to use one (1) personal business day, chargeable to the seven (7) personal necessity days, without explanation. Personal Business leave may not be carried over to succeeding years.

10.4 EXTENDED ILLNESS AND INJURY

10.4.1 After all earned leave as set forth in Section 10.1 is exhausted, additional non-accumulated leave shall be available, for a period not to exceed five (5) school months, provided that the following provisions are met.

10.4.1.1 District management may require a unit member to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work if the illness or injury exceeds five (5) consecutive days.

10.4.1.2 The District may require a certified medical specialist to visit the unit member and make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury, and to report such findings to the Superintendent or designee.

10.4.1.3 If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to unit member, may refuse to grant such leave.

10.4.1.4 If requested by the District management, a unit member shall not return to work until he submits a medical doctor's authorization to return to work.

10.4.1.5 The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or if no substitute is employed, the amount which would have been paid to a substitute.

10.5 BEREAVEMENT

10.5.1 A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if travel of more than 300 miles from home is required, without loss of salary on account of the death of any member of his/her immediate family.

10.5.2 For purposes of this provision, an employee or spouse of the employee's immediate family member shall be limited to:

- Mother
- Father
- Grandmother
- Grandfather
- Grandchild
- Sister
- Brother
- Daughter
- Daughter-in-law
- Son
- Son-in-law, or
- Any relative living in the immediate household

10.6 PREGNANCY DISABILITY

10.6.1 Unit members are entitled to use sick leave as set forth in Sections 10.1 and 10.4 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of

absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

- 10.6.2** Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Sections 10.1.1 and 10.2 has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician. However, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.
- 10.6.3** The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

10.7 LEAVE WITHOUT PAY FOR CHILD-BEARING PREPARATION AND CHILD REARING

- 10.7.1** Leave without pay or other benefits may be granted to a unit member for preparation for child bearing and child rearing.
- 10.7.2** The unit member shall request such leave as soon as practicable, but under no circumstances less than twenty (20) working days prior to the date on which the leave is to begin. Such requests shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.
- 10.7.3** The determination as to the date upon which the leave shall begin and the duration of such leave shall be made at the discretion of the District when considering the scheduling and replacement problems of the District, but in no case shall such leave be granted for more than twelve (12) consecutive months. An extension of leave may be granted, not to exceed an additional twelve (12) months.
- 10.7.4** The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on child-bearing preparation leave or leave for child rearing whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery therefrom.
- 10.7.5** There shall not be a diminution of employment status for child bearing or child rearing except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction-in-force purposes, nor shall the time taken on parental leave count toward credit for probationary unit members in earning tenure status.
- 10.7.6** If a unit member is on leave for child bearing or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the unit member to a position as soon as practicable.

10.8 FAMILY CARE LEAVE

- 10.8.1** In accordance with law, the District shall grant family care leave to eligible unit members, without discrimination, when such leave does not constitute an undue hardship upon District operations. Unit members who are granted such leave shall be employed in the same or a comparable position upon returning from family care leave.
- 10.8.2** The District shall not be required to pay an eligible unit member during the period of any family care leave. A unit member shall not use sick leave during the period of any family care leave unless mutually agreed to by the District and the unit member.
- 10.8.3** If the eligible unit member's need for family care leave is foreseeable, he/she shall provide the District with reasonable notice of the need for the leave.
- 10.8.4** If the eligible unit member's need for family care leave is foreseeable due to a planned medical treatment or supervision, he/she shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District, subject to the approval of the health care provider of the individual requiring the treatment or supervision.
- 10.8.5** An eligible unit member's request for family care leave to care for a child, a spouse, or a parent who has a serious health condition must be supported by a certification issued by the health care provider of the individual requiring care. The certification shall include the information set forth in subsection (i) (1) (A-D) of Government Code Section 12945.2. Upon expiration of the time estimated by the health care provider believes the employee needs to care for the individual requiring care, the unit member must immediately return to work.
- 10.8.6** Leave Provisions, including, but not limited to, Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA), shall be in accordance with Federal and State Law. Where differences between Federal and State provisions occur, the eligible unit member may request the more beneficial of the two.

10.9 INDUSTRIAL ACCIDENT

- 10.9.1** Unit members will be entitled to industrial accident leave according to the provisions in Education Code Section 44984 for personal injury which has qualified for worker's compensation under the provisions of the State Compensation Insurance Fund.
- 10.9.2** Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.
- 10.9.3** The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 10.9.4** For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the State Compensation Insurance Fund which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.

10.9.5 If the unit member fails to endorse to the District any wage loss disability, indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

10.10 JUDICIAL

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

10.11 SABBATICAL

10.11.1 By January of each school year, the Governing Board of Education shall determine the number of sabbatical leave opportunities available for the coming year. To be eligible for a sabbatical leave, the unit member must have completed seven (7) consecutive full school years of service in the District. A sabbatical leave shall not be less than a quarter/trimester or exceed a one (1) year period.

10.11.1.1 Following the Governing Board of Education's decision regarding the number of sabbatical leaves available for the coming year, a thirty (30) day application period shall begin. All eligible applicants shall be considered, (Appendix G-1).

10.11.1.2 The Governing Board shall consider sabbatical leaves based upon the benefit that will be gained by the District and the students. The sabbatical applicant shall clearly outline the benefit to be gained by the District and students. There shall be a detailed plan of academic study, as well as a plan of how the applicant will follow-up the sabbatical with activities/in-services that will extend experiences to staff and students.

10.11.2 No other compensation, benefit, or seniority credit will be granted to those on leave, except that the unit member will be entitled to return to a position comparable to that which was held at the time of granting of leave.

10.11.3 The terms and conditions of the leave shall be agreed upon in writing, and shall include, but not be limited to, the following: an indemnification bond for failure to successfully complete the sabbatical program or to render any portion of the necessary post-leave service; a description of the sabbatical program; and appropriate in-progress reporting procedures as may be designated by the District.

10.11.4 A formula for a non-interest loan and District grant is found in Appendix G-2.

10.11.4.1 Default is defined as any one of the following:

- Terminating employment with the District before the five (5) year's post-sabbatical. (See Appendix G-2 for repayment schedule).
- Failure to fulfill agreed upon post-sabbatical responsibilities developed in coordination with the appropriate curriculum director.

10.12 OTHER LEAVE WITHOUT PAY

10.12.1 Upon recommendation of the Superintendent and approval by the Board of Trustees, leave without compensation, increment, seniority or tenure credit, may be granted for a period of not less than one (1) semester/trimester and not more than one (1) school year for the following purposes: Peace Corps; care for a member of the immediate family who is ill; long-term illness of the unit member; service in an elected public office; professional study or research; or for personal reasons. The employee may request the option to purchase all fringe benefits while on leave without pay pursuant to this section.

The application for and granting of such leaves of absence shall be in writing. (Appendix G-3). In addition, a unit member on such leave shall notify the District personnel office by March 1st of the school year as to intent to return to employment in the District. Failure to so notify will be considered an abandonment of position.

10.13 ADOPTION

10.13.1 Provided accrued sick leave is available, an employee who adopts a child may be granted the use of his/her accumulated sick leave at the time of the adoption to a maximum of fifteen (15) days.

10.14 LEAVE VERIFICATION

10.14.1 Whenever there is a reason to question the validity of a request for paid leave, the District may require a unit member to provide a personal affidavit, doctor's certificate or other documentation on District approved forms, as verification of the unit member's request for paid leave.

Article 11: CLASS SIZE

11.1 The District shall attempt to maintain an average District-wide class size ratio of thirty (30) students to one teacher. This ratio shall be applied on a site-by-site basis.

11.1.1 The calculation of the ratio mentioned above shall exclude class size reduction classrooms, activity classes (for example: physical education, drama, chorus, band) special education classes and EL classes.

11.1.2 The District shall attempt to determine parameters of class size based upon factors to include student safety, subject matter being taught, room capacity, and amount of available student furniture.

11.2 The maximum number of students per class, including mainstreamed special education students are:

- CSR classes K, 1, 2, and 3 will maintain a maximum class size of 20 contingent upon continued state funding.
- 4-5 32
- 6 34
- 7-8 36
- Middle School PE 60

11.2.1 Excluded from these class maximums are activity classes such as drama, band, and chorus.

- 11.2.2 High School CSR classes, English 9 and Algebra 1 will maintain an average class size of twenty (20) contingent upon sufficient federal funding and facilities.
- 11.2.3 Within five (5) days of exceeding the maximum level in an individual class, the site administrator will initiate action to reduce the numbers at or below the maximum.
- 11.3 The District shall make a reasonable effort to balance elementary class sizes at the same site and grade level.
- 11.4 The District shall assist site administration to evaluate and problem solve high school counselor caseload issues.
- 11.5 The District shall assist site administration to evaluate and problem solve special education caseload issues.
- 11.6 Each school site shall post the class size by individual classes each Friday starting with the third Friday of the site's new attendance year. The posting will be in an area where all teachers may view. A copy will be provided to the Association each week.

Article 12: ASSIGNMENTS, TRANSFERS AND FILLING OF VACANCIES

12.1 DEFINITION OF TERMS

- 12.1.1 **Assignment** - An assignment is the work site, grade level, or subject area to which a unit member is employed to fulfill his/her contract duties.
- 12.1.2 **Reassignment** - A reassignment is the movement of a unit member from one subject area to another subject area, one grade level to another grade level, or from one configuration to another within the same school site. Example: roving, ELD, Bilingual, team houses, or GATE.
- 12.1.3 **Transfer** - A transfer is the movement of a unit member from one work location to another work location.
- 12.1.4 **Vacancy**
 - 12.1.4.1 At the end of a school year a vacancy is a position that becomes unfilled after preliminary assignments are made.
 - 12.1.4.2 During the school year, a vacancy is a position that becomes unoccupied due to a resignation, retirement, death, etc., or any promotional or newly created position.

12.2 VACANCIES

- 12.2.1 The District shall post, at all work sites, a list of all vacancies, promotional positions and new positions, which occur during the school year and for the following school year, upon knowledge of the vacancies. The District shall make the list available to the Association.

The posted list shall contain the following:

- 12.2.1.1 A closing date of at least five (5) working days after the posting date.
- 12.2.1.2 Qualifications:
 - (a) Possession of appropriate credential or certification authorizes service in the subject area;

- (b) Satisfactory in most recent evaluation;
 - (c) Academic program requirements (e.g. BCLAD, CLAD, SDAIE, GATE, AP, AVID, etc.);
 - (d) Contracted stipend positions – see Appendices C-1 and C-2 (Yearbook 6-8 and ASB 6-8);
 - (e) Experience in credential area.
- 12.2.2** All voluntary transfer/reassignment requests shall be considered before the District interviews outside applicants.
- 12.2.3** No vacancy shall be filled until after the closing date.
- 12.2.4** The District shall, upon written request by a unit member, notify the member by mail of any posted openings that may arise during off duty periods or during a period of leave by the unit member.
- 12.2.5** If a unit member already has a written transfer request on file, it is not necessary to make another application to be considered for any vacancies which are within the scope of the transfer request.

12.3 VOLUNTARY TRANSFERS/REASSIGNMENTS

- 12.3.1** Unit members who desire to transfer to a posted vacancy at another District work site must submit a proper request for transfer/reassignment with the Human Resources Development (HRD) office, (Appendix J).
- 12.3.1.1** A separate form is required for each new posting.
 - 12.3.1.2** It is the responsibility of the employee requesting a transfer or reassignment to submit the request form and any required/suggested documentation to Human Resources Development at the District Office prior to the posted closing date.
 - 12.3.1.3** Voluntary transfer/reassignment requests shall be based upon the following non-ordered criteria:
 - (a) Interview
 - (b) Program Requirements
 - (c) Experience in Credentialed area
- 12.3.2** A unit member who meets qualification criteria 12.2.1.2 shall be granted an interview for any position for which he/she has submitted a transfer/reassignment request.
- 12.3.3** If a unit member's request for a voluntary transfer/reassignment is denied, the unit member shall, upon request, be provided a written explanation of the reason(s) for the denial by the Superintendent or designee.
- 12.3.4** In no case may a unit member “bump” another unit member in the school or District in order to acquire a particular assignment.
- 12.3.5** When planning for the next school year and/or prior to October 1st, when a vacancy is anticipated and a unit member at that school site requests reassignment to that position, with the Principal’s agreement, the assignment will be made prior to posting that vacancy.
- 12.3.6** Unit members at a site hired prior to October 1st will be notified of preliminary assignments for the following year before unit members at that site hired after October 1st are considered for and notified of their preliminary assignments for the following year.

12.3.6.1 Unit members hired prior to October 1st may request reassignment to vacancies created after October 1st for the following year.

12.3.7 When downsizing and/or opening a new school, voluntary transfer requests will be considered first.

12.4 INVOLUNTARY TRANSFERS/REASSIGNMENTS

12.4.1 Reasons for Involuntary transfers/reassignments of unit members may include, but are not limited to, the following:

12.4.1.1 A decrease in the number of pupils which requires a decrease in the number of unit members pursuant to Article 11, Class Size; elimination and/or addition or change of program(s) and/or funding; boundary changes; or school openings.

12.4.2 No unit member shall be involuntarily transferred/reassigned as a result of disciplinary action or for negative evaluations.

12.4.3 It is not the intent of the District to disrupt other unit members in order to implement an involuntary transfer/reassignment.

12.4.4 When an involuntary transfer/reassignment is necessary and all other qualifications (see 12.2.1.2) are equal, District seniority shall prevail.

12.4.5 A unit member being transferred/reassigned shall be placed in a position not more than two grade levels up or down from his/her present position, except in cases which are determined necessary by the Superintendent or requested by the unit member.

12.4.6 Unit members who are involuntarily transferred or reassigned during the current school year shall be allowed three (3) days of release time to implement the transfer/ reassignment. The District shall provide assistance in moving the unit member's materials.

Article 13: EVALUATION PROCEDURE

13.1 The evaluation and assessment program shall be a comprehensive one. It is the intent of the parties that the provisions of SB 813, as they relate to evaluation, will be incorporated into this evaluation procedure as needed.

13.2 Every probationary unit member shall be evaluated by the administration in writing at least once each school year, no later than sixty (60) calendar days before the last scheduled school day in which the evaluation takes place. Every permanent unit member shall be evaluated by the administration in writing at least every other year, no later than thirty (30) days before the last scheduled school day in which the evaluation takes place.

13.3 Each unit member evaluated shall have the opportunity to participate in the goal setting conference, at the building and classroom level, of the objectives and standards of performance in light of which he/she will be assessed. These objectives and standards shall be mutually agreed upon between evaluator and evaluatee. At this time, the Goal Setting Form (Appendix E-1) shall be completed.

13.4 Evaluation and assessment of the competence of certificated personnel shall be based upon behavior to include, but not limited to, consideration of: (See Appendix E-2 and E-3).

- 13.4.1** Engaging and supporting all students in learning.
 - 13.4.2** Creating and maintaining effective environments for student learning.
 - 13.4.3** Understanding and organizing subject matter for student learning.
 - 13.4.4** Planning instruction and designing learning experiences for all students.
 - 13.4.5** Assessing student learning.
 - 13.4.6** Developing as a professional educator.
- 13.5** The principal or administrative designee is responsible for the evaluation of all school-based employees.
- 13.6** When a unit member has responsibilities in two or more areas, the supervisor of each of these areas will provide information relating to the evaluation. However, one person shall be designated as the evaluator with responsibility for making the summary assessment report in writing and submitting a copy thereof to the employee evaluated. The designated evaluator shall be the supervisor of the area in which the employee has the greater assignment. In the case of assignments which are equally split, the employee may recommend an evaluator to the Personnel Administrator. The Personnel Administrator shall designate the employee's evaluator.
- 13.7** Evaluation shall be continual with frequent communication between the evaluator and the evaluatee.
 - 13.7.1** No later than the end of the seventh (7th) week of the year in which the evaluation is to take place, a preliminary evaluation conference will be held between the evaluator and the unit member. At this time, the evaluator and unit member shall meet and mutually agree to the elements upon which evaluation is to be based. These elements will be outlined in the completed Goal Setting Form (Appendix E-1).
- 13.8 OBSERVATION**
 - 13.8.1** The evaluator shall observe certificated personnel early in the school year. Prior to the last day of January, unit members to be evaluated that year shall have received at least one (1) scheduled classroom observation of at least twenty (20) minutes in duration. The scheduled classroom observation shall be followed, within ten (10) work days (or longer by mutual consent), by an observation conference. Comments on an observation shall be in writing. A scheduled observation shall be arranged by the evaluator and evaluatee at least two (2) days in advance of the observation.
 - 13.8.2** Additional observations shall be conducted upon request by either evaluator or evaluatee.
 - 13.8.3** Unscheduled classroom observations may occur throughout the school year without notice.
 - 13.8.4** If the unit member receives an observation summary that cites deficiencies, the administrator will observe the unit member again and conference with the unit member. During the observation conference, or soon thereafter, written recommendations for improvement will be given to the unit member.

13.9 EVALUATION

- 13.9.1** Written evaluation reports (Appendix E-2) of unit members shall include descriptions of unsatisfactory performance, if any, with specific recommendations for means of improvement. Subsequently, one or more conferences and observations shall be held with the unit member to assist the employee in correcting deficiencies previously noted. The unit member's evaluator shall take affirmative action to correct any cited deficiencies. Such action shall include specific recommendations for improvement and direct assistance in implementing such recommendations. A record of such conferences shall be prepared by the evaluator for the file of the evaluatee and a copy submitted to him/her. The evaluator shall base his/her evaluation on reliable information collected through direct observation or other valid methods.
- 13.9.2** The unit member may submit a written response before the end of the school year to the evaluator discussing the evaluation. The evaluator shall then file in the records of the evaluatee a statement regarding the conference with a copy of the written assessment and any written response the evaluatee may wish to submit.
- 13.9.3** The Evaluation Report (Appendix E-2) shall be reduced to writing and a copy thereof shall be transmitted to the unit member no later than thirty (30) days before the last school day scheduled on the school calendar adopted by the Board for the school year in which the evaluation takes place. An unsatisfactory evaluation shall include specific recommendations for improvement, directions for implementing such recommendations and/or a referral to PAR Program (Article 14). A conference shall be held between the evaluatee and evaluator to discuss the evaluation no later than the last school day scheduled on the school calendar adopted by the Board for the school year in which the evaluation takes place. The evaluatee must sign the evaluation signifying only that the evaluatee has read the document.
- 13.10** Changes in the forms for unit members' evaluations shall be subject to the approval of both parties.
- 13.11** Any unit member who receives a Requires Improvement or Unsatisfactory final evaluation, shall be evaluated annually until the unit member achieves a positive evaluation or is separated from the District.
- 13.12** The content of the written evaluation is nongrievable under this contract. The sole remedy for such problems shall be those as provided for in the Education Code. A violation of the process of the evaluation is grievable under Article 15 of this contract.
- 13.13** No unit member shall be held accountable for any aspect of the educational program over which he/she has no authority or ability to correct deficiencies.

Article 14: PEER ASSISTANCE AND REVIEW PROGRAM (PAR)

14.1 PURPOSE

- 14.1.1** The Association and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of this program to improve the quality of

instruction through Peer Assistance and Review. The Peer Assistance and Review Program (PAR) allows exemplary teachers to assist permanent teachers.

- 14.1.2** Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard. Peer Assistance shall be provided through consulting teachers as described in this Article. It shall not involve the participation of the consulting teacher in the evaluation of the unit member required by the Education Code and Article 13 of this agreement.
- 14.1.3** The final report of a referred teacher's participation in the program shall be made available for placement in the personnel file of the teacher receiving assistance.
- 14.1.4** The extent of assistance and review depends upon whether the participating teacher is a volunteer permanent teacher, or a "referred teacher," e.g., a permanent teacher who has received an unsatisfactory evaluation pursuant to Article 13 of this agreement.
- 14.1.5** The PAR Program does not apply to temporary and probationary teachers.

14.2 DEFINITIONS

- 14.2.1** Participating Teacher is a permanent teacher who either volunteers or is required by this article to participate in the program.
 - 14.2.1.1** Referred Teacher is a teacher with permanent status whose most recent performance evaluation was unsatisfactory pursuant to Article 13 of this agreement and required by this article to participate.
 - 14.2.1.2** Voluntary participating teacher is a permanent teacher who is not required to participate in this program. Voluntary participation is for the purpose of professional growth utilizing the assistance of a consulting teacher.
- 14.2.2** Consulting Teacher is an exemplary teacher meeting the requirements of this article, selected by the joint panel to provide program assistance to a participating teacher.
- 14.2.3** Principal or evaluator is the certificated administrator appointed by the District to evaluate a permanent teacher.

14.3 JOINT PEER REVIEW PANEL

- 14.3.1** The PAR Program shall be administered by a Joint Peer Review Panel ("The Panel"), which shall consist of seven (7) members, three (3) of whom shall be selected by the District, and four (4) of whom shall be permanent teachers who are chosen to serve by the Association. The Panel shall be chaired in the first year by a teacher and in the following year by a member selected by the District. The chair shall thereafter rotate on an annual basis between teacher and District members.
- 14.3.2** The term of service for teacher Panel members shall be staggered so that two of the four members shall be appointed each year for a 2-year term as follows: two (2) one-year terms and two (2) two-year terms. District Panel members and all subsequent teacher members shall serve for two (2) years. The appointments will be determined by May 15th.

- 14.3.3** The Panel shall establish its own meeting schedule. To meet and/or conduct business five (5) of the panel members, at least three (3) of the Association members and two (2) of the District members, must be present.
- 14.3.4** Teacher members of the Panel shall receive release time to be determined by the panel in order to perform their duties. Where practicable, the work of the Panel shall be completed during the regular teacher workday. When the Panel's work is completed during the regular teacher workday, the teacher members shall be compensated for two (2) hours at the Staff/Curriculum Development rate for substitute planning time.
- 14.3.5** If in carrying out their responsibilities as a member of the Panel, teachers find it necessary to work beyond their regular work day, they shall be compensated at the hourly rate for Staff/Curriculum Development.
- 14.3.6** The Panel shall make all decisions through consensus in the areas of appointments, recommendations to the Board, program plan, and recommended budget. In the absence of consensus, decisions will be made by an affirmative vote of at least five panel members.

14.4 JOINT REVIEW PANEL RESPONSIBILITIES

Responsibilities of the Panel shall include the following:

- (a) Providing annual training for the Panel members.
- (b) Adopting Rules and Procedures to effect the provisions of this Article and distributing them to all bargaining unit members.
- (c) Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.
- (d) Establishing the timeline, selection procedure, and selecting Consulting Teachers.
- (e) Selecting and providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
- (f) Preparing written guidelines and necessary report forms for Consulting Teachers and their activities.
- (g) Reviewing reports prepared by Consulting Teachers by May 30th.
- (h) Making a report to the Governing Board of the District concerning referred Participating Teachers, including forwarding the names of Participants, who after sustained assistance, are not able to demonstrate improvement to a successful standard.
- (i) Preparing an annual review of the impact of the PAR Program, including recommendations for improvement.
- (j) Developing an annual PAR program budget proposal within District's Business Support Services timelines. PAR program budget subject to Board approval.
- (k) Determining the caseload of the Consulting Teachers and assigning Consulting Teachers to Participating Teachers.
- (l) Determine eligibility of volunteer Participating Teachers and assigning Consulting Teachers to those eligible.
- (m) Reviewing the performance of the Consulting Teacher.

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

14.5 CONSULTING TEACHERS

A Consulting Teacher is an exemplary teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. Consulting Teachers shall have the following minimum qualifications:

- (a) A permanent teacher with at least three (3) active and consecutive years of substantial recent teaching experience in the District.
- (b) Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of students in different contexts.
- (c) Demonstrated ability to communicate effectively both orally and in writing.
- (d) Demonstrated ability to work cooperatively and effectively with other teachers and administrators.
- (e) Demonstrated effective leadership skills and experience in working on school and/or District committees.

14.5.1 Application Process

A notice of vacancy will be posted at all sites in order to fill a Consulting Teacher position. Each applicant is required to submit three (3) references from individuals with specific knowledge of his/her expertise as follows:

- (a) A reference from at least one (1) site principal or immediate supervisor.
- (b) A reference from at least one (1) certificated colleague.

All applications and references shall be treated with confidentiality. Applicants for Consulting Teacher position will submit a completed application by posted closing date.

14.5.2 Selection Process

Based on a review of the application, the Panel shall select candidates for an interview. Part of the interview process shall include the observation of each candidate at least once by no fewer than two (2) Panel members (one administrator and one teacher).

Consulting Teachers shall be selected by a majority vote of the Joint Review Panel following completion of the application review process. The Panel, based upon participation in the PAR Program, the budget available, and other relevant considerations will determine the number of Consulting Teachers in any school year.

14.5.3 Terms and Conditions

14.5.3.1 Consulting Teachers shall receive a stipend of \$3,000 per referred teacher, and/or \$2,000 per voluntary teacher, when assigned to provide peer assistance as described in this Article. The Panel may appropriately prorate stipends for partial year service. Funds shall be allocated for release of consulting teachers to provide services, workshops for participating teachers, administrative costs, and training or meetings. No more than two (2) participating teachers may be assigned to each consulting teacher.

14.5.3.2 The Panel may select one or more consulting teachers as "Teacher on Special Assignment" with full or partial release (minimum of 50%). In the event that a consulting teacher is provided with full or partial release time to perform duties, no

stipend shall be issued. No more than fifteen (15) participating teachers may be assigned to any full time released consulting teacher.

14.5.3.3 The Consulting Teacher's term will be one (1) year, and may be renewed by the panel for a total of three (3) consecutive years of service as a Consulting Teacher, provided that the annual service as a Consulting Teacher has been satisfactory to the Panel. A released Consulting Teacher may reapply after returning to the classroom for one (1) year.

14.5.3.4 Upon completion of the released Consulting Teacher's first year, the Consulting Teacher will have the right to return to his/her previous assignment. After the first year, Consulting Teachers will be guaranteed a teaching position for which they are credentialed or legally authorized; however, it may not be the same assignment or work site.

14.5.3.5 Consulting Teachers will be trained to understand the specific functions of the PAR Program. The Panel will monitor and evaluate the effectiveness of the Consulting Teacher and make decisions regarding their continuation in the program. The Panel may remove a Consulting Teacher from the position at any time because of the specific needs of the PAR Program (i.e. reduction in number of participating teachers), not fulfilling Consulting Teacher responsibilities, or other just cause. Prior to the effective date of such removal, the Panel will provide the Consulting Teacher with a written statement of the reasons for the removal and, at the request of Consulting Teacher, will meet to discuss the reasons.

14.6 CONSULTING TEACHER RESPONSIBILITIES

Responsibilities of Consulting Teachers shall include the following:

- (a) Establish mutually agreed upon performance goals with the Referred Teacher and principal/evaluator.
- (b) Provide consultative assistance to improve in the specific areas targeted by the principal/evaluator, in the case of the referred teacher, or the areas targeted by the Voluntary Teacher.
- (c) For referred teachers, conduct at least two (2) observations per month during periods of classroom instruction. For Voluntary Teachers, observations will be as outlined in the assistance plan developed by the Consulting Teacher and the Voluntary Teacher. The Voluntary Teacher assistance plan shall be submitted to the Joint Panel within fifteen (15) working days of the assignment.
- (d) Demonstrate effective teaching practices to the Participating Teacher and facilitate the observation of other exemplary teachers.
- (e) Access District resources to assist the Participating Teacher.
- (f) Provide a monthly log to the Referred Teacher and the Panel regarding the specific nature of assistance being provided for each objective, and meeting with the Referred Teacher on a regular basis.
- (g) Attend training as determined by the Panel.

- (h) The Consulting Teacher shall provide each Referred Teacher no less than fifteen (15) hours of assistance per trimester. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.
- (i) The Consulting Teacher shall complete monthly logs for referred teachers for the Panel and shall appear before the Panel on a regular basis as determined by the Panel to discuss the progress of the Participating Teacher. The written monthly logs shall at a minimum, include an assessment as to whether the referred teacher is demonstrating improvement and whether continued assistance is necessary.
- (j) The Consulting Teacher shall complete and submit a monthly log to the Panel reflecting observations and/or contact with the Voluntary Teacher and whether continued assistance is necessary.
- (k) The Consulting Teacher shall submit a Final Report by April 15th to the referred teacher. The referred teacher may attach written comments and return the report to the Consulting Teacher within five (5) working days. His/her signature indicates receipt of the document, but not necessarily agreement with its contents. No later than May 1st, the Final Report including any referred teacher's comments shall be submitted to the Panel and principal/evaluator.
- (l) All reports shall be placed in the personnel file of the Referred Participating Teacher. The District in any personnel decisions or proceedings regarding the Referred Teacher may use the information obtained through participation in PAR Program. This information shall be accessible to the administrator(s) responsible for evaluating the performance of the Referred Teacher.

14.7 PARTICIPATING TEACHERS

(a) Referred Teacher

A Referred Teacher is a permanent teacher who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation (Article 13). The principal/evaluator will provide the teacher with specific objectives and written recommendations regarding areas of improvement.

After the final written evaluation by principal/evaluator, fifteen (15) days prior to the end of the school year, the Panel will assign the Consulting Teacher to address the areas for improvement as identified by the principal/evaluator. The Participating Teacher may request to be assigned to a specific Consulting Teacher.

Once the teacher is referred and before the end of the school year, the principal/evaluator, the Referred Teacher, and the Consulting Teacher shall meet to discuss the unsatisfactory performance and recommended areas of improvement outlined by the principal, and to collaboratively identify types of assistance to be provided.

It is anticipated that a referred teacher shall stay in the PAR Program for no more than a calendar year. However, a Referred Teacher may, under special circumstances, remain in the Program for a total of eighteen (18) months upon a Panel recommendation.

Documents generated by Consulting Teachers and Panel Members regarding specific Referred Teachers as part of the assistance process set forth in this agreement shall be deemed personnel records and shall remain confidential to

the extent required by the law. All reports shall be placed in the personnel file of the referred Participating Teacher. The District in any personnel decisions or proceedings regarding the Referred Teacher may use the information obtained through participation in PAR Program. This information shall be accessible to the administrator(s) responsible for evaluating the performance of the Participating Teacher.

(b) Voluntary Teachers

A Voluntary Teacher is a permanent classroom teacher who volunteers to participate in the PAR program.

The Voluntary Teacher may apply to the Panel in writing to be assigned to work with a Consulting Teacher. The Voluntary Teacher may request to be assigned to a specific Consulting Teacher.

Upon assignment, the Consulting Teacher shall meet with the Voluntary Teacher to develop a plan for voluntary assistance. The plan may be submitted to the principal for purposes of coordination and planning, upon the Voluntary Teacher's consent. The purpose of participation in the PAR Program for the Voluntary Teacher is for peer assistance designed to promote professional development. The documented hours spent by a Voluntary Teacher may count towards professional growth. The Consulting Teacher shall not participate in a performance review of the Voluntary Teacher.

The Voluntary Teacher may terminate participation in the PAR program at any time. The Joint Panel may terminate participation in the PAR program based on program parameters (Article 14.4 (l), Article 14.6 (j), Article 14.7(b) paragraph 7).

A Voluntary Teacher may be involuntarily placed in the Program in the event the teacher receives an unsatisfactory evaluation.

Voluntary Teachers in the PAR Program shall not have any documentation placed in their personnel files issued as a result of their participation.

Resources of the program budgeted by the Board for PAR shall first be allocated to Referred Teachers.

14.8 STATUS AND LIABILITY PROTECTION OF UNIT MEMBERS

Functions performed by unit members under this Article shall not constitute either management or supervisory functions as defined in the Educational Employment Relations Act.

Unit members who perform functions as Consulting Teachers or Panel members shall have the same protection from liability and access to appropriate defense as afforded to other public school employees under the provisions of the California Government Code.

14.9 BUDGET PRIORITIES AND CONSIDERATIONS

The District shall not be required to allocate funds for the programs as set forth in this Article in addition to those funds provided by the Legislature for implementation.

The Joint Panel shall recommend to the Governing Board a budget for the program and administrative expenses within the allocated legislative funding limits.

Article 15: COMPLAINTS CONCERNING SCHOOL PERSONNEL

15.1 Any student, parent or citizen complaint concerning school personnel shall be made directly by the complainant to the person against whom the complaint is lodged whenever appropriate. Parents/guardians are encouraged to attempt to orally resolve concerns with the staff member personally. An administrator receiving a complaint about an employee shall inform the employee of the complaint and attempt to facilitate direct communication between the employee and the complainant.

15.1.1 In the event that a public complaint involves accusations of the following, the provisions of 15.1 shall not apply:

- Child abuse
- Sexual abuse/harassment
- Discrimination
- Civil rights violations, or
- Other statutory violations.

15.2 If the complaint is not resolved at this level, the complainant may submit the complaint in writing to the school principal or designated District Complaint Officer, whichever is most appropriate, and the person against whom the complaint is lodged.

The Governing Board designates the following District Complaint Officer, as the Superintendent's designee, to receive and investigate complaints and ensure District compliance with law:

Chris Cordner
Assistant Superintendent
Human Resources Development
31350 Rancho Vista Road
Temecula, CA 92592
(951) 506-7960

15.3 The person against whom the complaint is lodged shall have five (5) work days from his/her receipt of the written complaint to submit to the Superintendent's office a written reply to the complaint.

15.3.1 A copy of a timely submitted written reply shall be attached to the complaint if the complaint is filed in the employee's personnel file.

15.4 All parties involved shall attempt to resolve the complaint at the lowest administrative level.

15.5 No complaint shall be filed in an employee's personnel file until the procedures set forth in this Article are exhausted.

15.6 A violation of this process set forth in this article shall be subject to the grievance procedure. The substance of the complaint shall not be subject to the grievance procedure as set forth in Article 16 of this agreement.

Article 16: GRIEVANCE/ARBITRATION PROCEDURE

16.1 DEFINITIONS

- 16.1.1** A **grievance** is a formal written allegation by one or more unit members, or unit members as a group represented by the Association, or by the Association, that there has been a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrations regulations and procedures must be undertaken under separate legal processes.
- 16.1.2** A **day** is a day upon which the District Office is open for business. Computation of time shall begin on the day following the alleged violation of the Agreement.
- 16.1.3** The **immediate supervisor** is the lowest level supervisor or management employee having immediate jurisdiction over the issue.
- 16.1.4** The **grievant** is the unit member, unit members, or the Associations making the claim.

16.2 GENERAL

- 16.2.1** The grievant and immediate supervisor must be present at all levels of the processing of a grievance. The grievant may, at her/his election, be represented by the Association at all levels of the grievance process. The administration or Board may be represented by any person or agent designated by them to act on their behalf.
- 16.2.2** A grievance shall not be valid for consideration unless it is submitted in writing, on the prescribed grievance form, a copy of which is attached to this Agreement as Appendix D-1, to the immediate supervisor setting forth the facts and specific provision(s) of the Agreement allegedly violated and the particular relief sought. The written grievance must be submitted within twenty (20) days from the date of the most recent act, omission or practice giving rise to the grievance. Failure to file any grievance within such time period shall be deemed a waiver thereof.
- 16.2.3** A decision rendered at any level in these procedures becomes final, unless appealed within the time period specified.
- 16.2.4** Failure by the District or its representative(s) to render a decision within the time periods specified herein shall constitute a denial of the grievance and the grievant may appeal to the next level.
- 16.2.5** Time periods given in these procedures may be modified by written agreement between the Association and the District.
- 16.2.6** If the same problem is identified by more than one (1) unit member, the Association or one (1) unit member on behalf of herself/himself and the other members may process the problem through the grievance resolution process. Names of unit members known to be affected shall appear on all documents related to the processing of the grievance. This provision may be waived by written agreement between the Association and the District.
- 16.2.7** A unit member may present grievances to the employer at any time, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration, and such adjustment is not inconsistent with the terms of the written Agreement. If any employee presents a grievance on her/his own behalf, the Association shall have the right to be present, and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy

of the grievance and the proposed resolution, and has been given the opportunity to file a response.

- 16.2.8** A unit member's grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities. Unit members shall carry out all management directives pending the final resolution of a grievance.
- 16.2.9** All documents resulting from the processing of a grievance shall be kept in a separate grievance resolution file and shall not be kept in a unit member's personnel file.
- 16.2.10** At any time after Level II, the Superintendent/designee may attempt to resolve the grievance by meeting with the grievant and the Association representative.
- 16.2.11** Whenever possible, grievance meetings shall occur outside of the grievant's regular work hours. When this is not possible, and it becomes necessary for a single representative designated by the Association to attend a grievance hearing during the day, she/he shall be provided reasonable release time without loss of pay in order to permit participation in the foregoing activity. Witnesses for both parties shall be released with regular pay and benefits in time for testimony with as little disruption to the instructional schedule as possible.
- 16.2.12** Grievance processing timelines contained in this Article shall be suspended during an official District break or action period of five (5) consecutive days or more for the duration of the break period unless otherwise mutually agreed in writing by the parties.
- 16.2.13** Neither the Association nor the District, nor their respective representatives shall retaliate against a unit member who elects to participate or not participate in the grievance process as a grievant, witness, or representative.

16.3 GRIEVANCE STEPS

16.3.1 Level I Problem Solving

Prior to filing a grievance, the potential grievant will schedule a meeting with the immediate supervisor to identify the problem and seek resolution. The potential grievant shall notify the supervisor that the meeting is requested pursuant to this section. In the event the problem is not resolved at Level I, a grievance may be submitted on the prescribed form (Appendix D-1) at Level II within the twenty (20) day time limitation provided in paragraph 16.2.2.

16.3.2 Level II Immediate Supervisor

After receipt of the completed grievance resolution form, the immediate supervisor shall have ten (10) days in which to render a written decision regarding the grievance. In the event the grievance is not resolved at Level II, the decision may be appealed to Level III, provided such appeal is submitted on the prescribed form (Appendix D-2) to the immediate supervisor within ten (10) days after receipt of the decision at Level II.

16.3.3 Level III Superintendent

Within ten (10) days after receipt of the appeal, the Superintendent or designee shall render a decision in writing to the grievant. In the event the grievance is not resolved at Level III, the decision may be appealed to Level IV, provided such appeal is submitted on the prescribed form (Appendix D-3) to the Superintendent within ten (10) days after receipt of the decision at Level III.

The parties may, by mutual agreement, within the ten (10) days for appeal to Level IV, agree in writing to submit the grievance to an informal hearing and non-binding recommended resolution of a mediator. If the grievance is not resolved

in such a fashion, the grievant has ten (10) days from the date of the optional mediation meeting to file the grievance at Level IV.

16.3.4 Level IV Board of Education.

16.3.4.1 The grievant has ten (10) days from receiving the level III reply to file a Level IV grievance. A Level IV grievance must be filled out on a new grievance form, including a notice to the District that the grievant is proceeding to the Board of Education and be submitted to the Superintendent's Office.

16.3.4.2 The grievant may present her/his case to the Board of Education at their next regularly scheduled meeting or, at the Board's discretion, at a special meeting.

16.3.4.3 The Board shall, within twenty (20) days after the hearing, render a decision in writing.

16.3.4.4 If the grievant is not satisfied with the results of Level IV, she/he has ten (10) days from the written decision to file a Level V grievance.

16.3.5 Level V Arbitration – (Effective July 1, 2001)

If the grievant is not satisfied with the disposition of the grievance at Level IV, the grievant may, within ten (10) days after Board review or ten (10) days after receiving notice of the Board's decision, request in writing that the Association submit the grievance to binding arbitration. Once the Association has received the request to proceed to binding arbitration, it has twenty-four (24) hours to notify the Superintendent of the request. Within fifteen (15) days after receipt, the Association, by written notice to the Superintendent, may elect to submit the grievance to binding arbitration.

16.3.5.1 In the event the parties are unable to mutually agree upon an arbitrator, they shall request that a panel of seven (7) names of individuals experienced in the area of public school labor relations be submitted to both parties by the California Mediation and Conciliation Service. Upon receipt of the list, the parties shall alternately strike names until only one (1) remain, who shall be selected as the arbitrator.

16.3.5.2 If any question(s) arises as to the arbitrability of the grievance, such question(s) shall be first decided by the arbitrator in a separate hearing before consideration of the merits of the grievance.

16.3.5.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

16.3.5.4 The arbitrator may hear and determine only one grievance at a time unless both parties mutually agree to consolidate similar grievances.

16.3.5.5 The arbitrator's decision shall be final and binding upon the parties, shall be in writing, and shall set forth findings of fact, reasoning, conclusions, and remedy. The jurisdiction of the arbitrator and the arbitrator's authority shall be confined exclusively to the interpretation of the express provisions of this Agreement which are at issue. The arbitrator shall be limited to

deciding the issues submitted by the parties; and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District. The arbitrator shall not have the authority to impose limitations or obligations not expressly provided for in this Agreement. The arbitrator shall be without the power or authority to make any decision which requires the District to do any act prohibited by law or in violation of this Agreement.

16.3.5.6 All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any hearing room will be borne equally by the parties. All other costs will be borne by the party incurring them.

16.3.5.7 The arbitrator's decision shall be submitted to the District and the Association within thirty (30) calendar days of submission of the matter.

16.4 MISCELLANEOUS

16.4.1 The exercise of management rights and prerogatives by the Board under Article III, which are not limited by the express terms of this Agreement, shall not be subject to the grievance resolution process.

16.4.2 This Article is not cumulative and shall be the exclusive procedure and remedy for the determination of any claim, the subject matter of which constitutes a grievance. Any unit member who brings an action on any such claim, or on whose behalf such an action is brought, in a court of law or equity, state or federal, or before any administrative tribunal, thereby waives any and all rights under this Article.

16.4.3 The District shall not be required to process any grievances upon expiration of this Agreement, except for grievances arising prior to the expiration date of the contract or any extension thereof.

Article 17: DUE PROCESS/JUST CAUSE

17.1 DUE PROCESS

17.1.1 The District shall not dismiss any unit member without fulfilling all appropriate provisions of the California Education Code.

17.2 JUST CAUSE

17.2.1 The District has the right and the responsibility to take appropriate action to discipline unit members for just cause which shall include, but not be limited to, instances of unprofessional conduct or violation of, or refusal to obey the school laws of the state or reasonable regulations prescribed for the governance of the public schools by the State Board of Education or by the Governing Board or by the School District, or by reasonable school level administrative rules.

17.3 DUE PROCESS (PROGRESSIVE DISCIPLINE PROCEDURES)

17.3.1 Verbal Warning. A verbal warning shall not be used unless the unit member has first been made aware of the performance standard. The unit member shall sign and date a receipt that he/she has received a verbal warning. Exceptions to

a verbal warning may be made when safety and legal compliance issues are involved.

17.3.2 Written Warning. A written warning shall not be used unless the unit member has been given at least one (1) verbal warning about similar actions within the past twelve (12) calendar months. Written warnings shall not be placed in the unit member's personnel file unless a written reprimand is later issued. The unit member shall sign and date a receipt that he/she has received a written warning.

17.3.3 Written Reprimand. Written reprimands shall not be used unless the unit member has received a written warning about similar actions within the previous twelve (12) calendar months. At this point, the counseling conference/verbal with written summary and/or conference/written warning documentation may be attached to the written reprimand as examples. The unit member shall sign the reprimand to acknowledge receipt, and a copy shall be placed in the unit member's personnel file.

17.3.4 Suspension. Except as noted in 17.3.5, a suspension shall not be imposed unless the unit member has received a written reprimand during the previous twelve (12) calendar months. No unit member shall receive more than three (3) days, without pay, for the first suspension. Thereafter, suspensions shall not exceed six (6) days, without pay, per suspension.

In all instances, the length of the suspension shall relate to the severity of the incident and the unit member's overall disciplinary record.

17.3.5 The Superintendent may suspend an employee pending Board or legal action when, in the opinion of the Superintendent, continuation of the unit member in his/her position would present a clear danger to the students, staff, property, or reputation of the District, or to the unit member.

17.4 SUSPENSION PROCEDURES

17.4.1 The Superintendent, or designee, shall give written notice to the unit member of the District's intent to suspend the unit member.

17.4.2 The notice shall include the cause(s) on which the suspension is to be based, the date(s) on which the suspension shall take place, a statement that the unit member has a right to discuss the proposed suspension with the Superintendent or designee prior to the suspension, and a proposed date, time and place for such pre-suspension discussion.

17.4.3 The unit member shall have five (5) working days in which to respond to the notice of suspension. If the unit member does not respond, the District will schedule the suspension and provide notice thereof to the unit member. The unit member's response to the notice of suspension, if any, shall confirm the proposed date and time for the pre-suspension discussion or waive such discussion. The pre-suspension discussion, unless waived, shall take place within five (5) school days from the date of the notice.

17.4.4 The unit member shall be given the opportunity to present facts and arguments regarding the proposed suspension and to be represented at the pre-suspension discussion.

17.4.5 The Superintendent or designee shall inform the unit member of the decision to suspend or not to suspend within three (3) working days from the date of the pre-suspension discussion or after five (5) days from the date of the notice of suspension if the unit member did not respond.

17.4.6 The District shall schedule the suspension.

- 17.5 This Article shall not reduce the rights of permanent bargaining unit members contained in Education Code 44932 and 44944.

Article 18: EXTENDED SCHOOL YEAR REMEDIAL PROGRAMS (ESYRP)

- 18.1 The District retains the right to determine annually whether or not an extended school year remedial program (ESYRP) will be conducted, to make (ESYRP) assignments, and to reduce (ESYRP) staffing assignments in the event of a reduction in District-wide enrollment.
- 18.2 All unit members are eligible and may apply for (ESYRP) assignments.
- 18.3 Vacancies for (ESYRP) positions shall be posted at each District school site as soon as possible prior to the commencement of the (ESYRP) that year.
- 18.4 In considering applications for (ESYRP) assignments, the District management will apply the following non-ordered criteria:
- 18.4.1 Credential required for the position.
 - 18.4.2 Grade level experience in credential area.
 - 18.4.3 Program requirements.
 - 18.4.4 Interview.
 - 18.4.5 Priority shall be given to site personnel when filling ESYRP positions.
- 18.5 Notification of (ESYRP) assignments shall be in writing.
- 18.6 If a unit member's application for an ESYRP assignment is denied, the unit member shall, upon request, be provided a written explanation of the reason(s) for the denial by the ESYRP principal.
- 18.7 (ESYRP) pay - See Extra Duty Stipend Schedule (Appendix C-2).

Article 19: HOME TEACHING

19.1 HOME TEACHING ASSIGNMENTS

- 19.1.1 Qualified unit members are eligible and may apply for home teaching positions.
- 19.1.2 Management shall make Home Teaching assignments in the most equitable manner possible.
- 19.1.3 Home Teaching opportunities shall be effectively publicized at each school site.

19.2 SELECTION FOR HOME TEACHING - ELEMENTARY

- 19.2.1 Selection for a home teaching assignment may be made using one (1) or more of the following factors, as well as other factors unique to a given assignment:
 - 19.2.1.1 Present homeroom teacher of the student.
 - 19.2.1.2 Unit members who teach the same grade level as the student's placement.

19.2.1.3 If two (2) or more applications are received, the best match for the specific assignment will be selected.

19.2.1.4 Assigned unit member's performance in cooperating with the home school (i.e. following curricular guidelines, teaching to objectives, reporting progress to the home school and completing all necessary paperwork).

19.3 SELECTION FOR HOME TEACHING - MIDDLE AND HIGH SCHOOL

19.3.1 Where possible, the home teacher assignments may be offered to a teacher in the student's schedule. Otherwise, the home teaching assignment will be offered to another unit member who has applied for home teaching, if qualified and available. In cases where no unit member has applied, the District will seek out other qualified teachers.

19.4 RATE OF PAY

See Stipend Schedule (Appendix C-2).

Article 20: RETIREMENT

20.1 EARLY RETIREMENT - SUSPENDED

20.2 RETIREMENT

20.2.1 The District will adhere to all applicable State and Federal guidelines related to retiree access to District health benefit programs.

20.2.1.1 A retiree may elect to consult/substitute as a means to reduce benefit costs.

Article 21: MENTOR TEACHERS - SUSPENDED

Article 22: SHARED TEACHING

22.1 The Temecula Valley Unified School District will consider a shared teaching contract when the following conditions are met:

22.1.1 Both unit members are fully credentialed for the specific position to be shared.

22.1.2 Unit members involved in job share shall complete the Shared Teaching Contract Agreement (Appendix I) annually.

22.1.3 The site principal and the Superintendent (or his/her designee) must approve the job share.

22.1.4 If a unit member's request for a shared teaching assignment is denied, the unit member shall, upon request, be provided a written explanation of the reason(s) for the denial by the site principal.

22.1.5 Unit members involved in the job share must jointly attend all pre-service, in-service, Back-to-School, and Open House events. All obligations regarding duty schedules and District committees must be met.

22.1.6 Unit members involved in the job share may agree to substitute at the current substitute pay rate for each other to promote program continuity.

- 22.1.7** Unit members involved in the job share must provide the principal with assurances that articulation and joint planning are taking place on a regular basis.
- 22.2** Unit members on a part-time or shared contract program may be returned to full-time employment the following year if all of the following criteria are satisfied:
- 22.2.1** A full-time vacancy for which he/she is credentialed exists the following year.
- 22.2.2** A properly credentialed part-time replacement is available the following year to replace the unit member.
- 22.2.3** The continuity of the District's educational program will not be affected adversely by the unit member's return to full-time employment the following year.
- 22.2.4** Unit members requesting to return to a full time assignment the next school year shall notify their site administrator in writing of such request prior to beginning of the spring break.
- 22.3 SHARED BENEFITS**
- 22.3.1** Each shared contract provides one (1) District employee benefits package pursuant to Article 7.1. Each partner's share of the District employee benefits package is equal to the percentage of his/her shared contract.
- 22.3.2** The shared contract partners may elect to purchase their unfunded portion of the benefits package.
- 22.3.3** Either contract partner may waive his/her percentage of the benefits package to his/her partner upon verification of other insurance coverage.
- 22.3.4** Upon approval, each shared contract partner will inform Fiscal Services of planned insurance coverage using the Shared Teaching Contract Agreement form (Appendix I).
- 22.4** Approval for participation in a shared teaching contract must be obtained on a yearly basis. Approval must be granted by the site administrator and the Superintendent (or designee).
- 22.5** Each unit member participating in a job share will receive his/her pro-rata share of credit towards salary advancement. In an equal job split, each unit member would earn 50% credit for the year. Because 75% or more of the school year must be worked to earn a year's credit, the 50% will be banked until another full year or fraction of a year can be added to exceed the minimum percentage necessary to gain a year's credit. Salary schedule movement related to experience will be granted as for all staff members, at the beginning of the school year (Appendix I).

Article 23: SAFETY

- 23.1** The District is committed to providing a safe and healthful workplace for all of its employees. To fulfill its obligation the District will incorporate an Injury and Illness Prevention Program in accordance with Senate Bill 198.
- 23.2** All District administrators and employees are expected to adhere to the policies and procedures set forth under this program.

- 23.3** The District safety committee is considered an important part of the overall system of communication. The committee shall include, at all times, representation from management, classified personnel and certificated personnel.
- 23.4** It is the intent of the District to provide qualified personnel for the treatment of mainstreamed students who require special health care procedures which are beyond the scope of normal teaching responsibilities.
- 23.5** Bargaining unit members who believe they may be working in unsafe conditions or asked to perform tasks that endanger their health, safety or well-being may notify their site administrators who shall immediately forward such concerns to the appropriate District personnel.
- 23.6** Upon notification, the District shall investigate the condition and take appropriate action to correct any unsafe or hazardous condition and report such actions to the site administrator in a timely manner.

Article 24: EFFECT OF AGREEMENT

- 24.1** It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District policy, practices and procedures and over State laws to the extent permitted by State law, and that, in the absence of specific provisions in the Agreement, such policies, practices and procedures are discretionary with the District.

Article 25: SUPPORT OF AGREEMENT

- 25.1** The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the District and the Association will support this Agreement for its term and will not appear before any public bodies to seek changes or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

Article 26: CONCERTED ACTIVITIES

- 26.1** It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing of the District by the Association or by its officers or agents, during the term of the Agreement. It is further agreed that there will be no lock-out by action of the Board of Trustees, nor denial of rights guaranteed the Association and its members by law.
- 26.2** The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees represented by it to do so. In the event of a strike, work stoppage, slowdown or picketing of the District by employees represented by the Association, the Association agrees to act in concert with the District to advise and direct those employees to cease such action. It is further understood that any employee who fails to comply with such a cease and desist request may be subject to discipline or discharge by the District in accordance with procedures established by law.
- 26.3** It is understood that the District shall be entitled to withdraw any privileges or services provided for in this contract from any employee, or group of employees, who engage in concerted activities as defined in Section 26.1.

Article 27: SAVING PROVISION

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

Article 28: TERM

- 28.1** The new term of the Agreement will be from July 1, 2005 through June 30, 2008.

For the 2007-2008 contract year the parties agree to reopeners on salary and health and welfare benefits contribution amount and other matters relating directly to the funding and offering of health and welfare benefits. In addition, the District and the Association shall have the ability to reopen two (2) articles for negotiations.

- 28.2** If desired, either the District or the Association may notify the other in writing no sooner than January 1 and no later than April 1, annually of its desire to reopen negotiations.

SIGNATURES

GOVERNING BOARD

Barbara Touber
Board President

[Signature]

[Signature]

[Signature]

RCSH

7-18-06
Date

ASSOCIATION

[Signature]
Association President

[Signature]

[Signature]

7/18/06
Date

APPENDICES

Appendix A	Student/Teacher Calendar 2006-2007 School Year Student/Teacher Calendar 2006-2007 Explanation
Appendix B-1	Certificated Salary Schedule "A" 2006-2007 School Year
Appendix B-2	Certificated Salary Schedule "B" 2006-2007 School Year
Appendix B-3	Counselor/Librarian Salary Schedule 2006-2007 School Year
Appendix B-4	Psychologist Salary Schedule 2006-2007 School Year
Appendix B-5	ROTC/Lead Nurse Certificated Salary Schedule 2006-2007
Appendix B-6	Health and Welfare Benefits Information – 2006-2007
Appendix C-1	Stipend Schedule 2006-2007 School Year
Appendix C-2	Extra Duty Stipend Schedule 2006-2007 School Year
Appendix D-1	Certificated Contract Grievance Form – Level II
Appendix D-2	Certificated Contract Grievance Form – Level III
Appendix D-3	Certificated Contract Grievance Form – Level IV
Appendix E-1	Certificated Goal Setting Form
Appendix E-2	Certificated Evaluation Report
Appendix E-3	Certificated Evaluation Report Criteria
Appendix E-4	Nurse Evaluation Report
Appendix E-5	Middle School Counselor Evaluation Report
Appendix E-6	High School Counselor Evaluation Report
Appendix E-7	Psychologist Evaluation Report
Appendix E-8	Speech and Language Specialist Evaluation Reports
Appendix F	Request for Approval of Course Work
Appendix G-1	Certificated Employee's Request for Sabbatical Leave
Appendix G-2	Sabbatical Leave Formula for Loan Repayment/Grant Forgiveness
Appendix G-3	Application for Unpaid Leave of Absence
Appendix G-4	Employee Leave Request
Appendix H-1	Longevity and Professional Growth Plan/Request Approval of Plan
Appendix H-2	Verification of Successful Service Form
Appendix H-3	Longevity Professional Growth Plan and Record
Appendix H-4	Categories of Acceptable Activities
Appendix I	Shared Teaching Contract Agreement
Appendix J	Request for Transfer/Reassignment
Appendix K	Extended Work Year Agreement
Appendix L	Professional Release Day Plan

APPENDIX A STUDENT/TEACHER CALENDAR 2006-2007 SCHOOL YEAR

APPENDIX A STUDENT/TEACHER CALENDAR 2006-2007 EXPLANATION

APPENDIX B-1 CERTIFICATED SALARY SCHEDULE "A" 2006-2007 SCHOOL YEAR

APPENDIX B-2 CERTIFICATED SALARY SCHEDULE "B" 2006-2007 SCHOOL YEAR

APPENDIX B-3

**COUNSELOR/LIBRARIAN SALARY SCHEDULE 2006-2007 SCHOOL
YEAR**

APPENDIX B-4 PSYCHOLOGIST SALARY SCHEDULE 2006-2007 SCHOOL YEAR

APPENDIX B-5 ROTC/LEAD NURSE CERTIFICATED SALARY SCHEDULE

APPENDIX B-6 HEALTH AND WELFARE BENEFITS INFORMATION 2006-2007

APPENDIX C-1 STIPEND SCHEDULE 2006-2007 SCHOOL YEAR

APPENDIX C-2 EXTRA DUTY STIPEND SCHEDULE 2006-2007 SCHOOL YEAR

APPENDIX D-1 CONTRACT GRIEVANCE FORM – LEVEL II

APPENDIX D-2 CONTRACT GRIEVANCE FORM – LEVEL III

APPENDIX D-3 CONTRACT GRIEVANCE FORM – LEVEL IV

APPENDIX E-1 CERTIFICATED GOAL SETTING FORM

APPENDIX E-2 CERTIFICATED EVALUATION REPORT

APPENDIX E-3 CERTIFICATED EVALUATION REPORT CRITERIA

APPENDIX E-4 NURSE EVALUATION REPORT

APPENDIX E-5 MIDDLE SCHOOL COUNSELOR EVALUATION REPORT

APPENDIX E-6 HIGH SCHOOL COUNSELOR EVALUATION REPORT

APPENDIX E-7 PSYCHOLOGIST EVALUATION REPORT

APPENDIX F REQUEST FOR APPROVAL OF COURSE WORK

APPENDIX G-1 CERTIFICATED EMPLOYEE'S REQUEST FOR SABBATICAL LEAVE

**APPENDIX G-2 SABBATICAL LEAVE FORMULA FOR LOAN REPAYMENT/GRANT
FORGIVENESS**

APPENDIX G-3 APPLICATION FOR UNPAID LEAVE OF ABSENCE

APPENDIX G-4 EMPLOYEE LEAVE REQUEST

**APPENDIX H-1 LONGEVITY AND PROFESSIONAL GROWTH PLAN/REQUEST
APPROVAL OF PLAN**

APPENDIX H-2 VERIFICATION OF SUCCESSFUL SERVICE FORM

APPENDIX H-3 LONGEVITY PROFESSIONAL GROWTH PLAN AND RECORD

APPENDIX H-4 CATEGORIES OF ACCEPTABLE ACTIVITIES

APPENDIX I SHARED TEACHING CONTRACT AGREEMENT

APPENDIX J REQUEST FOR TRANSFER/REASSIGNMENT

APPENDIX K EXTENDED WORK YEAR AGREEMENT

APPENDIX L PROFESSIONAL RELEASE DAY PLAN