

**An
Agreement
Between
The Carlsbad
Unified School District**



**And
The Carlsbad Unified
Teachers Association
CTA/NEA**

**July 1, 2008
to
June 30, 2009**

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ARTICLE 1

AGREEMENT

1.1 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Carlsbad Unified School District ("Board") and the Carlsbad Unified Teachers Association/California Teachers Association/National Education Teachers Association ("Association"), an employee organization.

1.2 This Agreement shall remain in full force and effect from July 1, 2008, through June 30, 2009. The parties agree to reopen negotiations on compensation and fringe benefits no later than thirty (30) days after the adoption of the State Budget. Each party may reopen two articles of the agreement. Within thirty (30) days after the adoption of the State Budget, the Association shall provide written notice and amendment proposals to the District. The District will cause the public notice provisions of the law to be fulfilled and make its response.

1.3 The parties agree that the Agreement between the Board and the Association shall continue in full force and effect unless changed by mutual agreement.

1.4 Either party may notify the other party in writing of its intent to end the contract upon six (6) months notice. In the event the Agreement is terminated, a successor Agreement shall be negotiated. In the event neither party notifies the other of its intent to end the contract, the Agreement will, on July 1, 2006, renew for an additional one (1) term.

1.5 The parties shall commence to meet and negotiate on a successor Agreement beginning no later than five (5) days after the completion of the public notice requirements. Any Agreement reached between the parties shall be reduced to writing and signed by the parties.

ARTICLE 2

RECOGNITION

For the purposes of meeting and negotiating, the District recognizes the Association as the exclusive representative of summer school teachers and Certificated employees of the Carlsbad Unified School District as certified in P.E.R.B. Case #LA-R-107-784 in compliance with Government Code Sections 3540-3549.3, and the Rules and Regulations of the Public Employment Relations Board.

ARTICLE 3

NOTICE

Whenever provision is made in this agreement for the giving, servicing, or delivering of any notice, statement, or other instrument, the same shall be deemed to have been duly given, served, or delivered, either upon personal delivery or by mailing the same by United States mail to the party entitled thereto at the address set forth below:

DISTRICT: Superintendent
Carlsbad Unified School District
6225 El Camino Real
Carlsbad, California 92009

ASSOCIATION: President
Carlsbad Unified Teachers Association
2741 Vista Way, Suite 205
Oceanside, California 92054

Either party may change the address to which notice shall be given by a notice sent in accordance with the provisions of this article.

ARTICLE 4

DEFINITIONS

4.1 AGREEMENT: The collective negotiations contract between the Carlsbad Unified School District and the Carlsbad Unified Teachers Association;

4.2 DISTRICT: The Carlsbad Unified School District Board of Trustees or the designee of the Board;

4.3 BOARD OF TRUSTEES: The Board of Trustees of the Carlsbad Unified School District;

4.4 SUPERINTENDENT: The chief executive officer of the District or chief executive officer's designee;

4.5 PRINCIPAL: The chief executive officer (site supervisor) of one or more schools;

4.6 DAY: Any day in which the District Office is open for business;

4.7 SCHOOL DAY: Any day during which students are required to be in attendance;

4.8 UNIT MEMBER, TEACHER, or EMPLOYEE: Any employee who is included in the appropriate unit, as defined in Article 2, and therefore covered by the terms and provisions of this Agreement;

4.9 INSTRUCTIONAL DAY: The number of minutes of a school day that bargaining unit members are instructing students;

4.10 DAILY RATE OF PAY: The unit member's annual salary divided by the number of contractual days;

4.11 HOURLY RATE OF PAY: The daily rate of pay divided by the number of hours in a contractual day;

4.12 SUPERVISOR: The principal or other management employee responsible for general control and supervision of certificated and classified staff for whom s/he is responsible;

4.13 COMPENSATION PACKAGE: The cost of the unit members' salaries, health and welfare benefits, and of retirement benefits. Also to be considered are the costs of mandated benefits: STRS, Workers Compensation, Medicare, and Unemployment Compensation.

4.14 PAST PRACTICE: A practice that has occurred repeatedly and for some duration, is known and accepted by both parties, and has been clearly and consistently applied without objection.

4.15 COST OF LIVING ADJUSTMENT (COLA): The revenue limit COLA or the subject amount equal to the percentage increase pursuant to Section 42238.1.b of the California Education Code.

4.16 CONCURRENT PAY: The unit member's rate of pay for teaching those courses in which students are enrolled in addition to their regular schedule.

ARTICLE 5

ASSOCIATION CONSULTATION RIGHTS

5.1 It is recognized that the Association has the right to consult on the definition of educational objectives, to consult on the determination of the content of course and curriculum, and to consult on the selection of textbooks to the extent such matters are within the discretion of this District under the law.

5.2 If the Association desires to exercise this right to consult on the above-mentioned areas, it will do so by requesting a meeting with the Superintendent to discuss those issues. The Superintendent or his/her designee(s) will schedule a meeting with a committee of teacher representatives, as designated by the Association within thirty (30) calendar days, which shall be at a time when the certificated employees do not have classroom responsibilities, including preparation time, unless mutually agreed otherwise.

ARTICLE 6

DISTRICT RIGHTS

6.1 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 and this agreement.

Included in, but not limited to, these duties and powers are the exclusive right to:

- 6.1.1 Determine its organization;
- 6.1.2 Direct the work of its employees;
- 6.1.3 Determine the times and hours of operation;
- 6.1.4 Determine the kinds and levels of services to be provided and the methods and means of providing them;
- 6.1.5 Establish its educational policies, goals, and objectives;
- 6.1.6 Insure the rights and educational opportunities of students;
- 6.1.7 Determine staffing patterns;
- 6.1.8 Determine the number and kinds of personnel required;
- 6.1.9 Maintain the efficiency of District operation;
- 6.1.10 Determine the curriculum;
- 6.1.11 Build, moves, or modify facilities;
- 6.1.12 Establish budget procedures and determine and establish budgetary allocation;
- 6.1.13 Determine the methods of raising revenue;
- 6.1.14 Contract out work; and
- 6.1.15 Take action on any matter in the event of an emergency.

6.2 In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees in accordance with and limited by Education and Government Codes.

ARTICLE 7

WORK DAY/WORK WEEK/WORK YEAR

7.1 Except as modified below, the employee work day shall not be greater than seven and one-half (7-1/2) hours per day, or thirty-seven and one-half (37-1/2) hours per week of school-based service, inclusive of a daily duty-free lunch period.

7.2 The work day/work week shall be structured and directed by the employee's immediate supervisor. However, day-to-day flexibility may be arranged between any unit member and his/her immediate superior.

7.3 Faculty meetings shall normally not extend more than forty-five (45) minutes beyond the employee work day described above. The frequency of faculty meetings that extend beyond the employee's normal work day shall not be more than two (2) meetings per month. After September 15th, scheduled faculty meetings for the academic year shall not be rescheduled if cancelled.

7.4 Preparation period allowances for employees in middle schools shall be five (5) teaching periods and one (1) preparation period daily. Employees in grades nine through twelve at the Carlsbad High School, beginning with the 1994-95 academic year, shall be assigned teaching and preparation periods using block scheduling and implementation, as described in Appendix E. When split assignments occur, the unit member will have the equivalency of five (5) teaching periods and one (1) preparation period.

7.5 An immediate administrator's assignment of teacher preparations to employees shall be consistent with the above. Teaching preparations as used herein shall refer to different course titles.

7.6 In addition to the work day/work week requirements described above, the unit members shall be required, without additional compensation, to render such additional duties as are normally required of the education professions and which are consistent with past District practices, e.g., Open House, Parent Conferences, Back-to-School Night, school-wide activities, student supervision assignments.

7.6.1 As determined by the site administration, elementary and middle school sites may schedule up to two (2) after school/evening programs in any academic year which require staff attendance. High schools will not exceed four (4) after school/evening programs in any academic year and such duties shall not occur outside of the District. Special programs, generated by unit members and not requiring attendance, may occur beyond the stated requirement.

7.7 The immediate supervisor shall make a good faith effort to assign adjunct duty service in a manner that tends to equitably distribute it among unit members assigned to the work site. Employees working less than 1.0 shall be assigned a proportionate amount of assigned duties corresponding to their assignment.

7.8 Should any adjunct duty occur during evening hours, unit members may leave on that day five (5) minutes after the safe dismissal of students, based on the normal work day of each site. Further, such dismissal will occur preceding any holiday.

7.9 The work year for unit members shall not exceed 196 days.

7.9.1 Counselor - 196 day work year.

7.9.2 Psychologist - 196 day work year.

7.9.3 High School and Middle School Library Media Specialist - 196 day work year.

7.9.4 When mutually agreeable to both the District and the employee, unit members listed in 1 through 3 may agree to a flexible workday and/or work year schedule, except that the modified schedule may not exceed times identified in 7.1, 7.2, and 7.9.

7.10 The Association and the District shall meet and confer and finalize their recommended school calendar prior to the first Board Meeting in May. On the school calendar, spring break will occur no earlier than the last week of the third quarter.

7.11 Students shall observe a minimum day schedule on the last day of classes prior to summer vacation which is consistent with the minimum day schedule observed during the school year.

7.12 The student school day for teachers assigned to grades 1-5 at Elementary Schools shall be structured during a normal week, Monday through Friday, to provide 315 minutes of teacher-student contact time on every day except for Thursdays, when the teacher-student contact will be 265 minutes. Thursday will be a planning day. The planning day will remain on Thursdays, regardless of school holidays, and will not be rescheduled should a holiday fall on Thursday. The time from the bell signaling students to come in from the playground to begin the school day and from the bell during subsequent recesses is included as part of the student-teacher contact time. The planning time provided by the early release of students on Thursday shall be used for lesson planning and preparation. Preparation time is intended to provide unit members time to think, plan, and work on projects in preparation for improving the quality and delivery of classroom instruction. Staff development activities and/or meetings should not be planned or scheduled during this time by administration, except for serious reasons or emergencies. However, grades 1-5 teachers continue subject to the provisions of paragraphs 7.1 - 7.3 and 7.6 - 7.11 above.

7.13 It is the intent of the Parties to improve elementary teachers' planning and preparation time through a collaborative process. The Parties understand there will be no standard solution for each site. It is agreed that, with advance approval from a site administrator:

Teachers may combine classes for the purpose of team-teaching in order to allow one teacher to be released for planning and preparation.

Teachers will be released from enrichment classes such as Music, Art and Physical Education when a certificated teacher is providing instruction and supervision of the students.

Teachers may alter their daily schedule in order to create blocks of time for planning and preparation. For example a teacher may arrive to work earlier than the usual start time and leave earlier than the normal ending time for work.

Teachers may be released from assemblies on a rotational basis.

Teacher preparation time will normally be given priority for those lunch time minutes in excess of the duty free lunch.

7.14 Employees may be assigned during a preparatory period(s) to provide needed instruction/coverage. In the event the employee has a schedule conflict, the Principal shall consider such conflict in making the assignment.

Volunteers shall be sought first and consideration should be given to equitable distribution of assignments. Commencing the 2002-2003 school year, a monthly report of teachers who have been asked and who have provided substitute coverage during their preparation period will be provided to CUTA by the 15th of each month. A yearly summary will be provided at the beginning of each school year.

ARTICLE 8

NON-DISCRIMINATION

8.1 The Board shall not discriminate against unit members in the administration of this agreement on the basis of age, race, creed, color, religion, national origin or ancestry, sex, sexual orientation, domicile, marital status, political affiliation, physical or mental disability, medical condition including genetic characteristics, physical handicap, membership or participation in an employee organization, or on any other basis prohibited by law.

ARTICLE 9

PUBLICATION OF AGREEMENT

9.1 The Board shall post online a digital version of this agreement accessible by each bargaining unit member within 60 calendar days after ratification and Board approval and new certificated employees when they become bargaining unit members (upon Board approval).

9.2 The Board shall provide site principals printed copies of this agreement and an additional 75 copies to CUTA without cost.

9.3 Association designated representatives may proof read the contract prior to the publication by the District.

ARTICLE 10

SAVINGS

10.1 Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction or Public Employment Relations Board (P.E.R.B.), in a matter within its jurisdiction, said article, section, or clause, as the case may be, shall automatically be deleted from this agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the agreement.

ARTICLE 11

CONTRACT ENFORCEMENT

11.1 Any individual contract between the Board and an individual employee shall be subject to and consistent with the terms and conditions of this agreement.

11.2 This agreement shall supersede any policies, rules, regulations, or practices of the Board which are, or in the future may be, contrary to or inconsistent with its terms.

11.3 The provisions of this agreement shall not be interpreted or applied in a manner which is arbitrary or capricious. Rules which are designed to implement this agreement shall be uniform in application and effect.

ARTICLE 12

COMPENSATION

12.1 COMPENSATION

12.1.1 2006-2007: +1% agreed to in 2005/2006 + 4% retro to July 1, 2006 (5% total).

12.1.2 2007-2008: +3% effective November 27, 2007.

12.1.3 2008-2009: +1% effective July 1, 2008. If the bargaining parties agree on a fair share formula that results in an amount greater than 1%, this additional amount will also be applied to the salary schedule effective July 1, 2008.

If the parties cannot agree on a fair share formula, Article 12.3 (as written on May 18, 2007) will be reinstated and bargaining will begin in February 2008 on total compensation (Articles 12 & 15) and up to two additional articles opened by each party.

12.1.4 "Fair Share" Formula Sub-Committee: CUTA agrees that a sub-committee consisting of certificated and district employees will convene during 2007/2008 to develop a "fair share" formula negotiated by CUSD and CUTA to be developed no later than 12/7/2007. The sub-committee will review formula samples from each party and either party may invite outside consultants and other employee groups. The result of this sub-committee will be presented to both CUTA and CUSD bargaining teams for final approval. If a fair share formula that is acceptable to both parties cannot be negotiated, Article 12.3 (as written on May 18, 2007) will be reinstated. Any new formula will be piloted for the 2008/2009 and 2009/2010 contract years.

Negotiations will resume February 2010 to continue, modify or discontinue the formula. If the piloted agreement is discontinued, and no new formula can be agreed upon by June 1, 2010, Article 12.3 (as written on May 18, 2007) will be reinstated for the 2010/2011 school year.

12.1.5 In addition, this agreement resolves all existing grievances without prejudice and would conclude negotiations for 2006/2007, including the tentative agreement on Appendix G (February 8, 2007).

12.1.6 CUTA leadership will continue to meet with district administration monthly and in no less than four of these meetings the budget will be reviewed.

12.1.7 No negotiations would occur in 2007/2008 unless mutually agreed to by the parties.

12.1.8 Both parties agree to the extension of the side letter between CUTA and CUSD regarding Calavera Hills Middle School prep time for the 2007/2008 school year. This side letter will sunset on June 30, 2008.

12.2 BUDGET COMMITTEE:

Delete all 12.2 Budget Committee language.

12.3 ADJUSTMENT TO COMPENSATION PACKAGE

12.3.1 The compensation package shall be increased yearly at least by an amount equal to the percentage increase in the State funded, unrestricted, and received cost of living adjustment (COLA), unless the conditions in 12.3.2 exist.

12.3.2 During the term of this agreement, should the District's economic situation decline, the District and the Association hereby agree that negotiations shall commence to make any necessary adjustments appropriate to the long-term financial integrity of the District, which may include reallocation of 12.3.1 funds. During the period of negotiations, the COLA funds enumerated in 12.3.1 shall be placed in reserve.

12.3.3 The cost of living adjustment (COLA), and/or the negotiated adjustment, shall be an increase or decrease to the District's total compensation package. The parties understand that the distribution of available funds shall include health and welfare benefits, statutory benefits, retirement benefits, and salary adjustments.

12.4 Regular salary shall be payable in ten (10) or twelve (12) installments.

12.5 Salary Placement and Advancement

12.5.1 The minimum requirement for placement in Column I is the possession of an appropriate California Teaching or Services Credential.

12.5.2 The minimum requirements for initial placement or advancement to Column II are possession of an earned Bachelor's Degree and thirty (30) or more upper division or graduate semester credits earned subsequent to the Bachelor's Degree from a regionally accredited college or university and an appropriate California Teaching or Services Credential. Semester credits must meet the criteria set forth in Paragraph 6.

12.5.3 The minimum requirements for initial placement or advancement to Column III are possession of an appropriate California Teaching or Services Credential and an earned Master's Degree or an earned Bachelor's Degree plus sixty (60) or more upper division or graduate semester credits earned subsequent to the Bachelor's Degree from a regionally accredited college or university. Semester credits must meet the criteria set forth in Paragraph 6.

12.5.4 The minimum requirements for initial placement or advancement to Column IV are possession of an appropriate California Teaching or Services Credential and an earned Master's Degree plus fifteen (15) or more upper division or graduate semester credits earned subsequent to the Master's Degree from a regionally accredited college or university. Semester credits must meet the criteria set forth in Paragraph 6.

12.5.5 The minimum requirements for initial placement or advancement to Column V are possession of an appropriate California Teaching or Services Credential and an earned Doctorate Degree or an earned Master's Degree plus thirty (30) or more upper division or graduate semester credits earned subsequent to the Master's Degree from a regionally accredited college or university. Semester credits must meet the criteria set forth in Paragraph 6.

12.5.6 The following applies to units to be earned and approved after October 15, 1982. Semester credits which shall be approved and accepted for horizontal movement on the salary schedule shall satisfy one (1) of the following criteria:

12.5.6.1 Credits earned and of approved record with the District as of October 15, 1982;

12.5.6.2 Credits directly related to a credential to render District service;

12.5.6.3 Credits within college major or minor field of study;

12.5.6.4 Credits directly related to a current assignment;

12.5.6.5 Credits related to an advanced degree directly related to a current assignment, to college major or minor field of study;

12.5.6.6 Effective October 15, 1982, credits taken that are required to maintain the current assignment, provided such credits are not paid for by the District or taken during regular work hours;

12.5.6.7 Prior to enrolling in college courses referred to in the above criteria, an employee will request pre-approval from the Superintendent or his/her designee regarding the acceptability of such credits;

12.5.6.8 With prior written approval and at the discretion of the Superintendent, or his/her designee, certain lower division credits may qualify for horizontal movement on the salary schedule;

12.5.6.9 Applications for horizontal movement for the ensuing year shall be in writing on a form provided by the District and submitted by May 1 of the current year. Employee shall, by November 1, furnish the District with an official transcript. Official transcripts submitted after November 1 will not result in horizontal movement until the following year.

12.6 Step Placement/Advancement

12.6.1 New District employees holding a valid United States public teaching credential during their prior teaching experience in public, accredited non-public, private or parochial schools, or accredited colleges/universities shall be granted one (1) step for every year's prior teaching experience, not to exceed maximum placement on Step 11.

12.6.2 The service requirement for advancing one step on the salary schedule shall be in accordance with the statutory definition of one (1) year's full-time, regular contract service or the equivalent of one (1) year's full-time, regular contract service in a certificated position within the District.

12.7 Anniversary Increments

12.7.1 The requirement for advancement to Step 16 is four (4) years of certificated service in the Carlsbad Unified School District, after a year of certificated service on Step 11.

12.7.2 The requirement for advancement to Step 20 is eight (8) years of certificated service in the Carlsbad Unified School District, after a year of certificated service on Step 11.

12.7.3 The requirement for advancement to Step 24 is twelve (12) years of certificated service in the Carlsbad Unified School District, after a year of certificated service on Step 11.

12.8 Payment for Extra Duties

12.8.1 Payment for extra duties includes but is not limited to the following:

12.8.1.1 Curriculum research and development (voluntary);

12.8.1.2 Requirement to attend or supervise:

- a. Saturday event or Homecoming dance;
- b. Winter formal;
- c. Prom;
- d. Workshops;
- e. Inservice scheduled outside the workday hours;

12.8.1.3 Voluntary duty at sport or after-hours academic events in excess of five (5) adjunct events during an academic school year.

12.8.2 The non-instructional rate of pay per hour shall be $66\frac{2}{3}$ percent of .001 x the base salary.

12.8.3 Unit members presenting a workshop outside of regular working hours shall be paid at a per diem consultant rate of \$100 per half-day or \$25 per hour.

12.8.4 Payment for extra duties shall be made in regular salary payments, if the authorized time sheet is received in the business office of the District by the fifth (5th) day of the pay period.

12.9 VOLUNTARY EXTRA DUTY INSTRUCTIONAL RATE OF PAY

12.9.1 The hourly rate of pay for approved voluntary extra duty instruction not considered part of the normal teaching day of seven and one-half (7-1/2) hours will be computed in the following manner:

12.9.1.1 Concurrent courses taught in the evening and similar type classes: .001 x Column II, Step 1 of the Certificated Salary Schedule.

12.9.1.2 Tutorial programs or detention offered after school: 75% of .001 x the base salary.

12.9.1.3 Effective September 1, 1989, the formulas for the non-instructional, concurrent teaching, and tutorial rates of pay are calculated on the current February certificated salary schedule.

12.9.1.4 Compensation for substitute coverage provided by unit members will be at the instructional hourly rate as is defined in Appendix A of the Contract.

12.10 UNIT MEMBER TRAVEL

12.10.1 Unit members who use their personal automobile in the performance of their duties, with District approval, shall be reimbursed for all such travel at the IRS allowed rate per mile for all mileage within the scope of approved assignment.

12.11 SUPPLEMENTAL PAY ASSIGNMENT

12.11.1 The supplemental salary schedule and service requirements for supplemental pay assignments are set forth in Appendix C. Other

supplemental pay positions may be added as determined. Should there be a need to decrease the funding of positions due to budgetary constraints, as determined by the District in accordance with Article 6, the District and the Association shall discuss the positions to be non-funded or self-funded.

12.11.2 Payment for supplemental pay assignments shall be payable with regular salary payments prorated over the period such pay is earned.

12.11.3 When, due to a successful year, the season of a CIF sport is extended beyond that listed on the league calendar, the assigned coaches shall receive Extended Season Remuneration in the amount of ten percent (10%) of their regular season rate. Assigned coaches whose sport culminates at the championship level in the playoffs shall receive an additional ten percent (10%) of their regular season rate.

12.12 VOLUNTARY EXTENDED TEACHING ASSIGNMENT

12.12.1 The District and Association agree that the District may assign a secondary teacher in grades 6-12 to teach an additional class period when emergency situations exist for a period of time specified by the District and limited to the following conditions:

12.12.1.1 The District shall determine if there is a need for secondary teachers to teach an additional period beyond their regular teaching assignment. Assignments shall supplement, not supplant regular bargaining unit positions.

12.12.1.2 Any assignment of a unit member to teach an additional class period as a regular part of his/her teaching assignment shall be at the discretion of the District and with the agreement of the teacher.

12.12.1.3 An extended period assignment is defined as an additional, continuous teaching period assignment during the normal school day. A unit member assigned to teach a regular teaching assignment shall receive an additional stipend which is based on his/her daily rate of pay, as determined by the teacher's column/step placement on the Certificated Salary Schedule. Stipends for additional teaching period assignments for grades 9-12 shall be equal to one-fifth of the teacher's daily rate; for secondary grades 6-8, the stipend shall be equal to one-fifth of the teacher's daily rate.

12.12.1.4 The additional stipend for additional teaching assignments shall apply only to extended teaching assignments designated in advance by the District.

12.12.1.5 The District shall determine the length of additional period assignment(s) and reserves the right to discontinue said assignments.

NATIONAL BOARD CERTIFICATION

Unit members who have attained certification from the National Board for Professional Teaching Standards (NBC) shall be moved to column V of the certificated salary schedule with step placement based on appropriate years of service. Upon notification of attainment of the NBC, the unit member will receive this salary advancement retroactively to July 1 of the academic year in which the certification was attained.

SPEECH AND LANGUAGE SPECIALISTS

Unit members who have attained the Certificate of Clinical Competence shall be moved to column V of the certificated salary schedule with step placement based on appropriate years of service.

ARTICLE 13

RETIREMENT INCENTIVE PROGRAM

13.1 A unit member may be eligible for retirement with a minimum of ten (10) years in the Carlsbad Unified School District.

13.2 Unit members who have attained the age of fifty-five (55) and are eligible to retire according to the rules and regulations of the State Teachers' Retirement System shall be eligible for this program.

13.3 Contracts under this program shall require service for a minimum of twenty (20) days per year at activities agreed to by the unit member and the District. Such activities may vary with the individual, but, in general, should be similar to the following:

13.3.1 Working on staff development and inservice programs;

13.3.2 Helping with testing programs;

13.3.3 Compiling test data as it relates to reading and math profiles;

13.3.4 Orienting and providing assistance to staff;

13.3.5 Participating in any other project or service that would be mutually agreed upon by the retiree and the Administration.

13.4 A contract with the unit member under this program shall be for a period not to exceed five (5) years, or to age sixty-five (65), whichever comes first.

13.5 Retiring unit members under this program shall tender a resignation to the District and be considered retirees and not employees of the District.

13.6 Retiring members under this program shall be allowed to participate in the District's fringe benefits in accordance with the provisions in Article 15 FRINGE BENEFITS. Such payment shall terminate upon termination of the retiree's contract with the District pursuant to this provision. Then provisions applicable to retirees in the Fringe benefits article shall prevail.

13.7 All applications for participation in this program are subject to discretionary approval by the Board of Trustees. However, the tendered resignation under this Article is effective only upon Board acceptance and approval for the program. Applications for the following school year shall be filed with the District on or before February 15 of the year of anticipated retirement.

13.8 The annual compensation under this program shall be the unit member's per diem rate of his/her last year's step and column placement, less state and federal taxes and other required payroll deductions.

13.9 Termination of the contract by the retiree or District may occur at any time or for any reason by giving the other party thirty (30) days written notice.

13.10 The performance of the service may require possession of a credential by the retiree in accordance with Education Code Section 44065.

ARTICLE 14

PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

14.1 An employee may request a reduced work load with full retirement credit. The District shall review the needs of the District and may grant a reduced work load to the requesting employee, subject to the following conditions:

14.1.1 The option of part-time employment must be exercised at the request of the employee, for a period not to exceed five (5) years, after which the employee shall retire. (Ed. Code 22713)

14.1.2 The employee must have reached the age of 55 prior to reduction of work load.

14.1.3 The employee shall be paid a salary which is the pro-rata share of the salary s/he would be earning had s/he not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which s/he makes the payments that would be required if s/he remained in full-time employment. The employee participating in the program shall receive a full year's service credit towards advancement on the salary schedule.

14.1.4 The employee shall receive insurance benefits as provided for in this Agreement in the same manner as a full-time employee. Such benefits will be paid in the same manner as a full-time employee.

14.1.5 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his/her final year of service in a full-time position.

14.1.6 This option is limited in pre-kindergarten through grade 12 to certificated employees who do not hold positions with salaries above that of a school principal.

14.1.7 Reduced service shall be defined as half-time or a semester, daily or hourly basis.

14.1.8 An employee who is interested in participating in the program shall notify the District Office.

14.1.9 The District's decision regarding an employee's request to utilize the provisions of this Article shall not be subject to the Grievance and Arbitration Procedures of this Agreement (Article 21).

14.2 A unit member granted a reduced work load shall not be eligible to participate in the job-share program as specified in Article 26.

ARTICLE 15

FRINGE BENEFITS

15.1 DISABILITY INSURANCE

The Board shall provide the opportunity for continued health, dental, vision, and life insurance for all bargaining unit members receiving temporary disability allowance from the State Teachers Retirement System. Such coverage will be provided on the contributory basis required of regular bargaining unit members and so long as the recipient of a disability allowance is granted the status of an employee on leave of absence.

15.2 MEDICAL EXAM

All medical examinations and tests required by the District that are related to employment or the return to employment shall be paid for by the District.

15.2.1 Mandated T.B. Tests, if not provided by the employee health insurance provider at no charge, shall be reimbursed to an amount not to exceed the cost established by the San Diego County Health Centers for such services.

15.3 DURATION OF BENEFITS

Should an employee's employment terminate following the last day of the school year and before the commencement of the insured's school year, such employee shall be entitled to continue paid coverage under the health, dental, vision, and life insurance plans until September 30 of the ensuing school year.

15.4 RETIREES

The District shall provide medical benefits (health, dental, and vision) for STRS/PERS retirees hired prior to November 1, 2008, who have ten years of District service and who have attained the age of 55. These benefits shall be provided to age 65 or until the retiree is eligible for Medicare (premiums paid by the District shall not exceed those provided for full time employees) at which time the STRS/PERS retiree may continue in the District's fringe benefit plan of his/her choice with the retiree paying the premium. Retirees age 65 or eligible for Medicare may annually purchase the benefit plan at the full cost derived from a separate experience claims rating for retirees age 65 or eligible for Medicare.

The District shall provide the medical benefits described in the previous paragraph for employees hired after November 1, 2008 who have fifteen years of District service and who have attained the age of 55.

15.5 TAX SHELTERED ANNUITIES

Employees may participate in the tax sheltered annuity of their choice with the Board providing the payroll deduction for this purpose.

15.6 EXTENSION OF BENEFITS

Should an employee die during the term of this agreement, the deceased employee's spouse and dependent children shall continue to be covered under the District's health insurance plan until the next September 30.

15.7 DENTAL INSURANCE

Dental coverage shall be as described in Appendix D of the Agreement.

15.8 VISION INSURANCE

Vision coverage shall be described as in Appendix D of this Agreement.

15.9 LIFE INSURANCE

Life insurance shall be as described in Appendix D of this Agreement.

15.10 MEDICAL INSURANCE

The District shall provide a group health insurance package as described in Appendix D of this Agreement.

15.10.1 Married couples employed by the district or retirees who are both entitled to full medical insurance benefits shall have the option to be covered by one (1) family medical insurance benefit plan and receive the amount equal to one half (1/2) of the least expensive medical plan offered by the District.

Qualified married couples must select this option annually during the health insurance open enrollment period.

Payment of the amount equal to one half (1/2) of the least expensive medical plan offered by the district shall be paid in the June warrant to the spouse electing to relinquish his/her individual coverage for the year.

15.11 DEDUCTIONS

The language will be suspended for 2006-2007 contract year only.

Effective January 1, 2008 it is the intent of the parties to mutually agree upon a formula to be jointly developed, using June 1 enrollments, to ensure consistency in the calculation of the twenty-five percent (25%) employee contribution to the health insurance and included as an Appendix to the contract. The parties will also develop a written description, using June 1 enrollments, to be included in the Appendix for determining the amount of the District's costs for increases in health and welfare benefits from year to year.

Commencing October 1, 2002, a base contribution for medical health insurance benefits will be set at the contribution level paid by the District for medical premiums for CUTA members for October, 2001 to October, 2002. Thereafter, any increases in the costs for medical health insurance benefits above the established base amount, shall be minimized in part through authorized payroll deductions per employee as follows:

A. An employee desiring single coverage shall authorize a deduction of \$10 per month plus an additional deduction equivalent to 25% of any annual increases above the District's base contribution, payable on a tenthly basis.

B. An employee desiring family coverage shall authorize a deduction of \$24.40 per month plus an additional deduction equivalent to 25% of any annual increases above the District's base contribution, payable on a tenthly basis

15.12 OPEN ENROLLMENT

Unless otherwise mutually agreed to or if an insurance company has good cause to differ, open enrollment for all unit members will occur on November 1.

15.13 ENTITLEMENT

Unit members with a 60 percent or more assignment shall receive the District's full contribution towards fringe benefits. Unit members with less than a 60 percent assignment shall receive a pro-rated District contribution. Job-sharing positions are excluded from this entitlement, as specified in Article 26.1.1.

15.14 JOINT INSURANCE COMMITTEE

The Association will participate in a joint employer/employee insurance committee that shall be responsible for recommendations regarding the selection of a District insurance broker/consultant and for recommending changes in the existing health and welfare benefit plans and carriers. The District and the Association are committed to a continuing effort of securing economical solutions to the health coverage cost escalation and take a shared responsibility for funding and containing the increasing health and welfare costs.

15.15 MEDICARE ELECTION - OPTIONAL COVERAGE

Effective December 1, 1992, eligible employees may enroll in Medicare, with employees and the District sharing the cost equally.

15.16 SECTION 125

In compliance with Section 125 of the Internal Revenue Code, the District shall provide a Section 125 Plan effective April 1, 1994, which includes premium coverage, unreimbursed medical and dependent/child care reimbursement, so long as there is no additional expense to the District other than for District staff assisting in the administration of the program.

15.17 DOMESTIC PARTNERS

Qualified domestic partners who have met legal requirements for domestic partner status shall be entitled to health benefits under the group plan under the same terms and conditions as any other dependent of an employee.

ARTICLE 16

LEAVES

16.1 SICK LEAVE

16.1.1 The purpose of sick leave utilization shall be for physical and mental disability requiring absence which is caused by illness, injury, maternity disability, or quarantine.

16.1.2 A unit member covered by this agreement and working five (5) days per week for a full contract year shall be annually entitled to ten (10) days of leave of absence for the purpose of sick leave utilization. A unit member covered by this agreement, working less than full-time, shall be entitled to sick leave in the same ratio that his/her employment bears to full-time employment. Regular sick leave credit shall not be earned but may be utilized during any period of summer school service.

16.1.2.1 Unused sick leave shall accrue from school year to school year.

16.1.2.2 At the beginning of each school year every unit member shall be credited in advance for that school year all sick leave entitlement and any accrued, unused sick leave.

16.1.2.3 A unit member becoming aware of the need for absence due to surgery, maternity, or other predictable or scheduled cause, shall submit a statement from his/her attending physician in advance of the initial disability date, when possible.

16.1.2.4 The physician's statement should, when possible, include the beginning date of disability, the cause of the disability, and the anticipated date of return to active service.

16.1.2.5 Upon request from the District, a bargaining unit member, after sick leave utilization, may be required to present a medical doctor's certificate verifying the need for absence and/or medical authorization to return to work. The District may employ this procedure when it suspects employee's fraudulent misuse of sick leave provisions.

16.1.2.6 A bargaining unit member may be required by the District to visit a certificated medical specialist in order to ascertain the nature and severity of an extended illness or injury, and to report such findings to the Superintendent or designee. 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 the unit member, may refuse to grant such leave. If requested by the District, a unit member shall not return to work until s/he submits a medical doctor's authorization to return to work.

16.1.2.7 Medical costs incurred by a unit member in complying with number 5 or 6 (above) shall be paid by the District unless appropriate procedures result in discipline.

16.1.2.8 Whenever possible, a unit member must contact his immediate supervisor or appropriate District person as soon as the need to be absent is known, but in no event less than two (2) hours 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. A unit member who is absent for one-half day or less shall have deducted from his/her

accumulated leave an hour for each hour or fraction of an hour absent. Unit members using more than 3.75 hours of sick leave shall have a full day of accumulated sick leave deducted.

16.1.2.9 A unit member shall not be allowed to return to work and shall be placed on leave without pay if the unit member fails to notify the District of his/her intent to return to work at least two (2) hours prior to the close of the preceding work day, if such failure results in a substitute being secured.

16.1.2.10 The Board shall provide each teacher with a written statement of: (1) accrued sick leave total; and (2) sick leave entitlement for the school year. Such statement shall be expressed in total hours and total days and shall be provided to the unit members not later than October 1 of each school year.

16.2 EXTENDED ILLNESS LEAVE

16.2.1 During each school year, when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his/her employment duties due to illness or accident for an additional period of five school months, the amount deducted from his or her salary shall not exceed the sum that was or, if no substitute was employed, would have been paid, a substitute employee to fill his/her position during the absence.

16.2.2 The sick leave, including accumulated sick leave, and the five-month period shall run consecutively.

16.2.3 A unit member shall not be provided more than one five-month period per illness or accident. However, if a school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

16.3 HEALTH LEAVE (Unpaid)

The Board shall grant a unit member unpaid leave of absence for health reasons. The conditions and procedures for obtaining such leave are as follows:

16.3.1 The unit member shall provide the District with a written request.

16.3.2 Such leave shall be for the remainder of the school year or less at the discretion of the Board.

16.3.3 Upon written request, the Board may extend a unit member's health leave for an additional semester or one year. The unit member who seeks such extension shall make application within forty-five (45) calendar days, or as soon as reasonably known, prior to the beginning of the requested extension.

16.3.4 The illness shall be confirmed by a written statement from the employee's physician and may be, at the Board's expense, attested by a Board-designated physician. Medical costs shall be paid by the District unless appropriate proceedings result in discipline.

16.3.5 The physician's statement should, when possible, include the beginning date of disability, the cause of the disability, and the anticipated date of return to active service.

16.3.6 The District shall grant a health leave to any unit member who meets the criteria of 16.3.1, 16.3.3, and 16.3.4, and who has applied for and is pursuing a disability allowance from the State Teacher's Retirement System (STRS). If the unit member is determined to be eligible for the disability allowance by STRS, such leave shall be extended for the term of the disability, but not for more than thirty-nine (39) months from the date of notification of the determination.

16.4 FAMILY ILLNESS LEAVE

16.4.1 Unit members shall be allowed up to five (5) days leave per year, to be charged to their sick leave account for absences caused by illness in the "immediate family", childbirth, care for a newborn up to age one, or placement of an adoptive or foster child. Immediate family is defined to include spouse or registered domestic partner, child, parents, or a dependent living outside the household.

16.5 PERSONAL NECESSITY LEAVE

16.5.1 A unit member may use up to seven (7) days of his/her current available sick leave for cases of personal necessity per school year. Upon mutual agreement of the District and the unit member, this leave could be used in increments of less than a day.

16.5.2 Personal Necessity Leave shall be limited to circumstances that are serious in nature, that the unit member cannot reasonably be expected to disregard, that necessitate immediate action, and that cannot be taken care of after hours or on weekends.

16.5.3 A unit member shall submit a written request for his/her personal necessity leave to the District Personnel Services Office through his/her immediate supervisor, normally not less than five (5) days prior to the beginning of the requested leave. The District shall advise the unit member in writing of the approval or denial of the request normally one (1) working day prior to the requested beginning date of leave.

16.5.4 Unit members shall not be required to receive advance prior approval for the following reasons:

16.5.4.1 death or serious illness of the employee's immediate family, and

16.5.4.2 accident involving his or her person or property or the person or property of a member of his/her immediate family.

16.5.5 Personal Necessity Leave shall not include items such as social obligations, recreational activities, and personal business such as shopping or occupational investigation. Neither shall Personal Necessity Leave include work stoppages and other concerted activities.

16.6 HOME RESPONSIBILITY LEAVE (Unpaid)

16.6.1 A home responsibility leave may be granted when there is a demonstrable need for the service of a unit member in caring for a member of his/her immediate family, as defined in Section 16.4.1 of this Article. A home responsibility leave may be granted for up to four consecutive months. Summer recess shall not be included in the time

limit. This leave may be granted no more than once in a twenty-four (24) month period.

16.7 PERSONAL BUSINESS ABSENCE

16.7.1 EMERGENCY LEAVES

Principals shall have the power to grant full-time employees permission to be absent without loss of salary for parts of a day, not to exceed one-half day, when good reason (emergency) for such absence exists.

16.7.2 THREE-DAY ABSENCE

16.7.2.1 Any member may use up to three (3) days per school year of accumulated sick leave for personal business. These days may be used at the unit member's discretion. Forty-eight (48) hours advance notice to the site supervisor shall be required.

16.7.2.2 Such leave is available to unit members who have five (5) sick leave days, after the use of this leave, left in the current school year's sick leave allocation.

16.7.2.3 Such leave may not be used the day prior to or after a holiday or school recess period, or the first or last day of the school year.

16.7.2.4 Such leave shall not be used to participate in any concerted activities.

16.8 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

16.8.1 Bargaining unit members are eligible for industrial accident and illness leave. The bargaining unit member absent from duty, for whom Workers' Compensation payments are being made, shall be granted leave according to the following provisions:

16.8.1.1 Allowable leave shall be for not more than sixty (60) working days in any one (1) fiscal year for the same illness or accident.

16.8.1.2 Allowable leave shall not accumulate from year to year.

16.8.1.3 Leave shall be granted for absence due to injuries and accompanying illness suffered on school premises or in the line of duty covered by Workers' Compensation subject to certification by a duly qualified physician as to the duration of the disability. No deduction shall be made from the sick leave allowance.

16.8.1.4 Industrial accident or illness leave will commence on the first day of absence.

16.8.1.5 Payment for wages shall not exceed the bargaining unit member's normal salary when added to the award granted the bargaining unit member under Workers' Compensation laws of this state.

16.8.1.6 Industrial accident and illness leave will be used prior to sick leave.

16.8.1.7 During all paid leave of absence, the bargaining unit member shall endorse to the District salary loss benefit checks received under Workers' Compensation laws of this state.

16.9 FAMILY CARE AND MEDICAL LEAVE

16.9.1 Family Care and Medical Leave will be available to unit members with at least 12 months of paid service with the District who have worked at least 1250 hours during the twelve months immediately

preceding the date on which family care and medical leave would begin. The procedures under which an employee may request such leave for up to twelve workweeks are included in Appendix F.

16.10 BEREAVEMENT LEAVE

16.10.1 Every unit member shall be entitled to five (5) days of paid leave of absence on account of the death of any member of his/her immediate family. This leave shall not be deducted from sick leave.

16.10.2 "Members of immediate family", as used in this section, means mother, mother-in-law, father, father-in-law, husband, wife, son, daughter, brother, sister, brother-in-law, sister-in-law, former guardian, grandparent or grandchild of the employee, any relative for whom the employee is responsible, or any person living in the immediate household of the unit member.

16.10.3 The Board shall require bereavement leave before personal necessity leave days are used for purposes allowed in this paragraph.

16.11 MATERNITY LEAVE/DISABILITY

16.11.1 The Board shall provide for leave of absence from duty for any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of absence, including the date on which the leave of absence shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the school District.

16.11.2 The District shall not do any of the following because of the unit member's pregnancy:

16.11.2.1 Refuse to hire or employ;

16.11.2.2 Refuse to select for a training program leading to employment, reassignment, or promotion;

16.11.2.3 Bar or discharge from employment;

16.11.2.4 Discriminate against in compensation or terms, conditions, or privileges of employment; and

16.11.2.5 Dismiss from teaching duties.

16.12 CHILDREARING LEAVE

16.12.1 The Board shall grant a unit member, upon request, who is a natural or adopting parent, an unpaid leave of absence for the purpose of rearing his/her child. A unit member shall notify the Board that s/he intends to take such a leave at least six (6) weeks prior to the anticipated date on which the leave is to commence. Such leave shall be for the remainder of the school year. Upon request, a waiver of the six (6) weeks will be granted to an adopting parent who has received short notification from an adoption agency. A unit member may have such leave within two (2) full semesters immediately following the birth or adoption.

16.12.2 Upon written request, the Board may extend a unit member's childrearing leave for an additional semester or one year. The unit member who seeks such extension shall make application within forty-five (45) calendar days prior to the beginning of the requested extension.

16.13 JURY DUTY AND WITNESS LEAVE

16.13.1 Leave of absence for jury service shall be granted to any unit member who has been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for the period of the jury service. The unit member shall receive full pay while on leave, provided that the jury service fee for such leave is assigned to and the subpoena or court certification is filed with the District office. Request for jury service leave should be made by presenting the official court summons for jury service to the District Administration.

16.13.2 Leave of absence to serve as a witness in a court case shall be granted an employee when s/he has been served a subpoena to appear as a witness, not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court, as certified by the clerk or other authorized officer of the court. The unit member shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the District office.

16.13.3 Request for leave of absence to serve as a witness should be made by submitting the official court summons to the District Administration.

16.13.4 The jury service fee and witness fee referred to in the above paragraphs do not include reimbursement for transportation and meal expenses.

16.13.5 Certificated employees who receive notice to appear for jury duty during teaching days may postpone jury duty to non-teaching days (i.e. summer) and will be compensated at the current daily substitute rate for each such day. The procedure for such postponement/compensation is as follows:

16.13.5.1 Complete a Certificated Jury Duty Postponement Form.

16.13.5.2 Attach a copy of the original jury duty notice and signed official court validation for each day of jury duty served to the Certificated Jury Duty Postponement Form.

16.13.5.3 Forward the Form with attachments to the Personnel Office.

16.13.5.4 For purposes of this article, "summer school" will be considered teaching days for individuals teaching summer school.

16.13.5.5 The District may request further verification of any/all of the aforementioned documents.

16.14 PERSONAL/PROFESSIONAL LEAVE

16.14.1 The Board may grant an unpaid leave for personal / professional reasons for one semester or one school year which may be extended upon application year to year. Written request from a unit member shall be received by May 15 or December 15, prior to the school year or semester for which such leave is requested. After approval of the request by the Board, the leave is non-cancelable for the period of the leave, unless the District and unit member mutually agree to an earlier return.

16.15 INSERVICE LEAVE

16.15.1 A unit member may request paid leave for the purpose of improving his/her performance. Such leave may be used to visit classes in other schools or attend Association workshops related to his/her performance.

16.16 SABBATICAL LEAVE

16.16.1 The definition of "sabbatical" leave of absence is a privilege accorded to qualified certificated employees (teachers and administrators) and is provided for in the Education Code, section 44966-44974 as a leave of absence not to exceed one (1) year for the purpose of permitting the study by the employee which will benefit the schools and pupils of the District.

16.16.2 Qualifications for Sabbatical Leave:

16.16.2.1 Service - A certificated employee is eligible to apply for a one (1) year leave or a one (1) semester leave after seven (7) years of service with the District. Absence from service on a leave granted by the Board of Education shall not constitute a break in service for the establishment of eligibility for a sabbatical leave, but it shall not be counted as one of the seven (7) consecutive years.

16.16.2.1.1 Qualifying services shall be construed at 75 percent (75%) of the teaching days for each school year. Absence from service in the District for a period of not more than one (1) year under a leave of absence, without pay, granted by the Board of Education for services under a nationally recognized fellowship or foundation for research, teaching, lecturing, shall not be deemed a break in the continuity of service required and shall be included as a year of service in computing the seven (7) consecutive years of service required.

16.16.2.2 Frequency - Not more than one sabbatical leave will be granted in each seven year period. This applies equally to a full school year sabbatical leave or a one semester sabbatical leave.

16.16.2.3 Standard or Service - Any year after the first two (2) years of service in the District in which the employee receives an evaluation report of less than satisfactory shall not be included as one of the seven consecutive years of service required for sabbatical leave, although such year shall not be considered as a break in the continuity of service.

16.16.3 Types of sabbatical leaves are as follows:

16.16.3.1 ADVANCED ACADEMIC STUDY - Applicants for sabbatical leave under this section shall submit a detailed program of academic study and pursue a full load or the equivalent thereof. (This may vary considerably according to the plan of the applicant, an advanced degree, another credential, or a research problem, etc.)

16.16.3.2 PROFESSIONAL STUDY PROJECT - An applicant for a sabbatical leave under this section shall submit a detailed statement of the professional study project to be undertaken. While such studies need not be undertaken under the auspices of a collegiate institution, they must constitute an organized program of full-time study or research

designed to enhance the teacher's performance in his/her area of specialization.

16.16.3.3 STUDY THROUGH WORK EXPERIENCE - Such a program may be substituted for the unit requirements of in-residence study. This program is available chiefly to teachers of vocational or industrial subjects who intend to study in schools maintained by a business or industry for draftsmen or technical workers, or to obtain work experience in the vocational field in which the employee teaches. A specific school or job opportunity must be submitted with the program.

16.16.3.4 FOREIGN TEACHING - A sabbatical leave may be granted for overseas teaching at the discretion of the Board of Education. The compensation paid by the District to an employee on sabbatical leave shall be reduced by the amount of compensation paid to the employee by the overseas or foreign employer which exceeds one-half (1/2) of the teacher's salary.

16.16.3.5 COMBINATION LEAVE - Subject to the Board of Education's approval, an applicant can receive a sabbatical leave in combination of any of the above-stated sections. (College work plus work experience, college work plus professional study, etc.)

16.16.4 The applicant will submit a statement of the program that s/he proposes to follow while on leave to meet the purpose of sabbatical leave. The program of the applicant must be such as to assist the employee in becoming a better informed, better prepared, and more effective teacher which will contribute immediately in some identifiable manner to the benefit of the educational program for the students.

16.16.5 Sabbatical leave requirements are as follows:

16.16.5.1 RETURN TO SERVICE - The employee must agree in writing to return to service in the District for a two (2) year period after the completion of the sabbatical leave (Section 44969).

16.16.5.2 REPORTS OF COMPLETION - Upon completion of the leave, and within sixty (60) days of the employee's return to duty, s/he shall submit to the Superintendent, the following:

16.16.5.2.1 Transcripts of record of work taken and grades earned or summary of his/her study or project together with a statement of the educational growth obtained, and any other evidence which may indicate that s/he has met the objectives stated in his/her application. The requirements of the sabbatical leave shall not be considered complete until the employee's report has been reviewed by the Superintendent and the Board of Education.

16.16.5.3 APPLICATION FOR SABBATICAL LEAVE - Sabbatical leave applications shall be submitted to the District Superintendent by January 1 of the year preceding the school year for which a full year's leave is desired or at least five (5) months preceding the date of beginning a full semester leave.

16.16.6 Procedures for approval of leave are as follows:

16.16.6.1 Typewritten proposals submitted with the application for sabbatical leave shall include:

16.16.6.1.1 statement of purpose;

16.16.6.1.2 description of the activities planned during the leave;

16.16.6.1.3 contribution of the leave to:

16.15.6.1.3.1 improvement of the performance of the teacher;

16.15.6.1.3.2 the education of the students;

16.16.6.1.4 a procedure to be used in reporting the results of the leave.

16.16.6.2 If a teacher is temporarily disabled while on leave, the paid sick leave policy of the District shall be enforced as though the member is employed as a teacher during the period of leave.

16.16.6.3 Should the teacher elect to take his/her sabbatical in a part of the world where the school-paid insurance is not valid, the school District may elect to pay an equal premium for another health and accident insurance policy valid outside the United States, or the District may pay the amount of the premium of the District group health and accident policy to the employee in cash, and s/he shall select and pay for an insurance policy. A copy of said policy shall be filed with the District. Obligation of the District to provide insurance upon return is limited to the provisions of the then current plan.

16.16.6.4 Both the Board of Education and the District shall be freed from any liability for payment of any compensation or damages provided by law for the death or injury of any certificated employee of the District when death or injury occurs while the employee is on a sabbatical leave.

16.16.7 Compensation while on Sabbatical leave is as follows:

16.16.7.1 An employee while on a full school year sabbatical leave shall receive 50 percent (50%) of the contracted salary s/he would have received had s/he been serving in his/her regular assignment in the District or the difference between his/her salary and that of a substitute, whichever is greater.

16.16.7.2 An employee on a full, one-semester leave shall receive 75 percent (75%) of the contracted salary s/he would have received had s/he been in his/her regular assignment in the District or the difference between his/her salary and that of a substitute, whichever is greater. A one-semester sabbatical leave on 75 percent (75%) of a full salary uses up the seven year eligibility. Another seven (7) years of service will be required to establish additional sabbatical leave.

16.16.7.3 An employee on two non-consecutive semester sabbatical leaves of absence (as provided in Ed. Code section 44966) shall receive 50 percent (50%) of the contracted salary s/he would have received had s/he been in his/her regular assignment in the District or the difference between his/her salary and that of a substitute teacher, whichever is greater.

16.16.7.4 The salary granted the employee on leave may be paid either of two ways:

16.16.7.4.1 the salary may be paid in two equal, annual installments, one shall be paid at the end of the first year

or semester) and the other at the end of the second year (or semester) of active service following the leave;

16.16.7.4.2 the salary may be paid in the same manner, although not in the same amount, as if the employee were teaching in the District.

16.16.8 Payment of the salary shall be conditioned upon the employee furnishing a suitable bond indemnifying the Board of the District against loss in the event that the employee fails to render at least two years service in the District following the return of the employee from the sabbatical leave. (Section 45386)

16.16.9 Effect of leave on salary increments and retirement as follows:

16.16.9.1 The leave of absence shall be considered as time in service to the District for salary schedule purposes, and the employee shall not suffer any loss of increment of class changes due him/her. Further, s/he shall be subject to the existing salary schedule upon his/her return.

16.16.9.2 The leave of absence shall be considered as time in service in the District for retirement purposes. Retirement deductions will be made in proportion to the salary received.

16.16.10 BOARD OF EDUCATION ACTION

16.16.10.1 Compliance with the requirements stated in this policy does not imply automatic granting of sabbatical leave. The decision rests solely with the Board of Trustees of the District.

16.16.10.2 The recommendation of the Superintendent and the judgment of the Board, rendered in consideration of an employee's sabbatical leave request, shall not be subject to the provisions of the "Grievance Procedure" of this Agreement.

16.17 A UNIT MEMBER ON A PAID LEAVE SHALL BE ENTITLED TO:

16.17.1 Return to the same classification held before commencement of the leave.

16.17.2 Receive credit for annual salary increments.

16.17.3 Receive all pay and fringe benefits provided by this Agreement.

16.18 A UNIT MEMBER ON AN UNPAID LEAVE SHALL BE ENTITLED TO:

16.18.1 Return to the same classification held before commencement of the leave.

16.18.2 Have an option of continuing fringe benefits provided by this Agreement at his/her own cost.

16.19 Upon return to active service, the employee shall promptly complete the District's absence form and submit it to the immediate supervisor. The employee shall provide, upon District request, additional verification of the use of the unpaid provisions contained in Article 16.

16.20 Catastrophic Leave Bank:

16.20.1 Creation

16.20.1.1 The Association and the District agree to create a Catastrophic Leave Bank effective July 1, 2008. The Catastrophic Leave Bank shall be funded in accordance with the terms of Section 16.20.2 below.

16.20.1.2 For the purposes of this section, a "day" shall be any day a unit member is expected to be on duty as determined by the terms of this Agreement. (Article 7.1)

16.20.1.3 Days in the Catastrophic Leave Bank shall accumulate from academic year to academic year.

16.20.1.4 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.

16.20.1.5 The Catastrophic Leave Bank shall be administered by a joint committee comprised of two (2) members appointed by the Association and one (1) member appointed by the District.

Eligibility and Contributions

16.20.2.1 All CUSD certificated employees on active duty with the District are eligible to contribute to the Catastrophic Leave Bank.

16.20.2.2 Participation is voluntary but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.

16.20.2.3 CUSD certificated employees who elect not to join the Catastrophic Leave Bank upon first becoming eligible have a waiting period of 30 calendar days after joining the bank before becoming eligible to withdraw from the Bank.

16.20.2.4 The contribution, on the appropriate form, shall be authorized by the unit member and continued from year to year until canceled by the unit member.

16.20.2.5 Cancellation occurs automatically whenever a unit member fails to make his/her annual contribution or assessment. Cancellation, on the proper form, may be effected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of the cancellation. Sick leave previously authorized for contribution to the bank shall not be returned if the unit member effects cancellation.

16.20.2.6 Contributions shall be made between July 1 and October 1 of each school year. CUSD certificated employees returning from extended leave which included the enrollment period and new hires will be permitted to contribute within 30-calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new CUSD certificated employees and those CUSD certificated employees returning from leave.

16.20.2.7 The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave that shall be deemed to equate to the legal minimum required by Education Code Section 44043.5.

16.20.2.7.1 An additional day of contribution will be required of participants if the number of days in the Bank

falls below 200 days. Catastrophic Leave Bank unit member participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the bank. If a Catastrophic Leave Bank unit member participant has no remaining sick leave at the time of the assessment, he/she need not contribute the additional day to remain a participant in the Catastrophic Leave Bank.

16.20.2.7.2. If the number of days in the Bank at the beginning of a school year exceeds 500 days, no contribution shall be required of returning CUSD certificated employees. Those CUSD certificated employees joining the Catastrophic Leave Bank for the first time and those returning from leave shall be required to contribute one day to the Bank.

Withdrawal from the Bank

16.20.3.1 Catastrophic Leave Bank participants who have exhausted all available paid leave may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a unit member or a member of the unit member's family for over ten (10) consecutive duty days which requires the unit member to take time off work to care for that immediate family member. Immediate family shall be defined to include spouse or registered domestic partner, child, parents, other person living in the immediate household, or a dependent living outside the household. If a reoccurrence of a second illness or injury incapacitates a unit member or member of the unit member's family within 12 months, it shall be deemed catastrophic after five (5) consecutive days.

16.20.3.2 CUSD certificated employees must use all available paid leave before being eligible for a withdrawal from the Bank.

16.20.3.3 If a unit member is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the unit member's family.

16.20.3.4 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than 10 duty days. Only those days actually used will be transferred to the unit member. CUSD certificated employees may submit requests within one academic year for extensions of withdrawals as their prior grants expire.

16.20.3.5 CUSD certificated employees applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank shall be required to submit a doctor's statement to the Catastrophic Leave Bank committee indicating the nature of the illness or injury and the probable length of absence from work. A unit member's withdrawal may not exceed the statutory maximum period of 30 work days/225 hours within the academic year.

16.20.3.6 If a unit member has drawn 10 Catastrophic Leave Bank days and requests an extension, the Committee may require a medical review by a physician of the District's choice at the unit member's expense. The District shall choose only a physician who qualifies under the negotiated insurance policy. Refusal to submit to the medical review will terminate the unit member's continued withdrawal from the Bank. Committee may deny an extension of withdrawal from the Catastrophic Leave Bank based

upon the recommendation of the Assistant Superintendent as a result of the medical report.

16.20.3.7 Leave from the Bank may not be used for illness or disability which qualifies the unit member for worker compensation benefits unless the unit member has exhausted all worker compensation leave and his/her own sick leave. In addition, the unit member must sign over any worker compensation checks for temporary benefits to the District. If there are any worker compensation checks signed over to the District, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the worker compensation payment is equivalent to a regular day of pay at the negotiated rate for that unit member. If the District challenges the worker compensation claim, the unit member may draw from the Bank, but upon settlement of the claim, the Bank shall be reimbursed the days by the District.

16.20.3.8 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the unit member, in writing, of the reason for the denial.

16.20.3.9 Exception to the Grievance Clause: The committee's denial of a unit member's request to use of hours from the Catastrophic Leave Bank shall not be subject to the Grievance Procedure.

16.20.4 Administration of the Bank

16.20.4.1 The Catastrophic Leave Bank committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank described in 16.20.4, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the unit member participants, to the Association, and to the District.

16.20.4.2 The committee's authority shall be limited to administration of the Bank. The committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.

16.20.4.3 Applications shall be reviewed and decisions of the committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.

16.20.4.4 The committee shall keep all records and information confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against subsequent appeals.

16.20.4.5 By October 5 of each school year, the District shall notify the committee of the following:

16.20.4.5.1 The total number of accumulated days in the Bank on June 30th of the previous school year.

16.20.4.5.2 The number of days contributed by CUSD certificated employees for the current year.

16.20.4.5.3 The names of participating CUSD certificated employees.

16.20.4.5.4 The total number of days available in the Bank.

16.20.4.6 By the tenth day of each calendar month, the District shall notify the committee of the following:

16.20.4.6.1 The names of any additional CUSD certificated employees who have joined.

16.20.4.6.2 The names of any CUSD certificated employees who have cancelled participation.

16.20.4.6.3 The total number of days in the Bank at the beginning of the previous month.

16.20.4.6.4 The total number of days added to the Bank by new participants.

16.20.4.6.5 The total number of days awarded during the previous month and to whom they were awarded.

16.20.4.6.6 The total number of days remaining in the Bank on the last day of the month.

16.20.4.6.7 After attempts to remedy, any unresolved dispute between the committee and the District as to the accounting of Catastrophic Leave Bank days shall be immediately submitted to binding arbitration without the need to follow earlier steps of the grievance procedure as per Article 21.

16.20.4.6.8 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned evenly to the then current members of the Bank.

ARTICLE 17

TEACHER SAFETY

17.1 ASSAULT

17.1.1 Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior who shall immediately report the incident to the police. The District shall comply with the California Education Code provisions that protect unit members from assault (verbal or physical), which occur during the scheduled workday, including during the performance of assigned adjunct duties.

17.1.2 Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the unit member for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the unit member, the police, and the courts.

17.1.3 Unit members, acting within the scope of their duties and responsibilities, may exercise the amount of physical control reasonably necessary to protect themselves, maintain order, protect property, or protect the health and safety of students.

17.1.4 If a criminal or civil proceeding is brought against a unit member as a result of a unit member's legal and reasonable action while performing within the scope of his/her duties, such unit member shall receive such protection as is provided under the terms of the District's liability insurance policy.

17.1.5 The District shall provide release time for all meetings related to an assault held during the workday.

17.1.6 As used in this article, "within the scope of his/her employment" shall include any approved voluntary activities (such as field trips) which involve student personnel.

17.1.7 The District shall reimburse unit members for any and all costs incurred as a result of assault, including repairing and replacing personal property which may have been damaged or destroyed (such as eye glasses, clothing, etc.).

17.1.8 A unit member may request that the District pursue legal action against a pupil or the pupil's parent or legal guardian, if a unit member's person or property is injured or damaged by the willful misconduct of the pupil which occurs during the course and scope of employment.

17.1.9 The District shall provide inservice training to unit members on how to (1) subdue assaultive pupils, (2) break up pupil fights, (3) use conflict intervention skills, and (4) comply with blood borne pathogen protocols.

17.2 SAFE WORKING CONDITIONS

17.2.1 Bargaining unit members shall not knowingly be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being. Traffic control, crowd control, or duties

involving monetary responsibilities shall be performed with an administrator, School Resource Officer, security personnel or designee present or available. Unit members shall, when known, report such conditions to their supervisor. The District shall accordingly comply with all applicable requirements under the California Occupational Safety and Health Act (Cal/OSHA), or designee present or available.

17.2.1.1 Bargaining unit members have a responsibility to advise the District immediately of any condition, which a responsible person would consider unsafe. The District has a responsibility to respond and remedy any such conditions as necessary.

17.2.2 Facilities, grounds, machinery, and equipment should, for the safety and well-being of all unit members, meet Cal/OSHA requirements.

17.2.2.1 The Association president or his/her designee shall be immediately contacted and released with pay to participate in an opening conference between the District's representative and a Cal/OSHA Compliance Inspection Engineer.

17.2.2.2 The Association president or his/her designee shall be afforded released time with pay to accompany the District representative, if any, and the Cal/OSHA Compliance Inspection Engineer as the engineer conducts his/her walk-around inspection.

17.2.2.3 In the event a walk-around inspection occurs at a site other than the District Office, the Association on-site building representative shall also be afforded rights listed in paragraphs above.

17.2.2.4 The District shall, within three (3) days of receipt or delivery, deliver a copy of any correspondence between the District and Cal/OSHA to the Association.

17.2.2.5 The Association shall appoint three (3) representatives to the District Safety and Health Committee.

17.2.3 With unit member participation, as decided by unit members at the site, and District Safety Committee direction and guidance, each work site shall have a Site Safety Committee which shall develop and annually review its site safety, health, and emergency preparedness plan for distribution to employees at the site. The committee shall also make the District aware of any unaddressed safety issues. At least two (2) CUTA members shall serve on the District's Safety Committee. Site Safety Committees shall include, at a minimum, one (1) CUTA member, and site committees shall meet at least once quarterly.

17.3 DAMAGES OR LOSS OF PROPERTY

17.3.1 Damages or loss of personal instructional property occurring in the scope of the unit member's employment shall be compensated if the employee has met District requirements for reporting the use of the equipment and completed required forms (obtainable at school sites). District liability under this section shall be limited to the unit member's liability insurance or five hundred dollars (\$500), whichever is less, per fiscal year, per unit member.

17.3.2 The District shall provide bargaining unit members written authority to take pupils on a field trip. Written authority shall mean that the trip is a school-sponsored activity. In accordance with applicable legal requirements, the District shall be liable to the affected unit member(s) for any personal injuries, deaths, or damage to personal or real property arising during the course of such a trip.

17.3.3 While on District business, in the event an employee's vehicle is damaged as a result of vandalism, the District will reimburse the employee for the insurance deductible payment in an amount not to exceed \$250.00 per incident.

The above is contingent upon all of the following:

- (1) The employee files a police report regarding the vehicular vandalism within 24 hours of the incident.
- (2) The damaged vehicle was legally parked at an appropriate location in a legal manner while the employee was required to be engaged in District business.
- (3) The employee provides evidence of the amount of insurance deductible payment actually made by the employee to his/her insurance.

17.4 PUPIL SUSPENSION AND EXPULSION

17.4.1 A bargaining unit member may suspend a pupil from her/his class for the day of the suspension and the following day for any act that disrupts or diminishes the education process, following procedures outlined for teacher suspension of pupils in Board Policy 5112.

17.4.2 In compliance with state law, a list of student suspensions and expulsions, along with information regarding the specific causes therefore, based upon any records the District maintains in the ordinary course of business and receives from a law enforcement agency shall be provided to the teacher.

17.5 When appropriate, staff should be advised of hate crimes, vandalism incidents, or other unlawful activities which have occurred on campus.

ARTICLE 18

TRANSFER

18.1 DEFINITION

An employee- or employer-initiated transfer is defined as a change of school or position classification. Position classifications, as used in this Article, shall mean: Teacher, Counselor, Nurse, Librarian, Teacher in Charge, Psychologist, and Psychometrician.

18.2 CRITERIA FOR TRANSFER

The following criteria shall be used by the Superintendent in his/her sole discretion in determining the approval or denial of employee transfers. The Superintendent's decision, based upon these criteria, shall not be arbitrary or discriminatory;

18.2.1 The needs and efficient operation of the District.

18.2.2 The contribution the staff member can make in the new position.

18.2.3 The qualifications, including the experience and recent training, of the staff member compared to those of other candidates for both the position to be filled and the position to be vacated.

18.2.4 The length and quality of the service rendered to the District by the employee.

18.2.5 The opportunity to evaluate an employee in a different working environment.

18.2.6 The recommendation of the administrator to whom the employee is currently responsible and the administrator where the vacancy exists.

18.2.7 The preference of the employee.

18.2.8 Employee certification authorization.

In the event that the above criteria appear equal in the Superintendent's judgment, the decision shall be based upon District-wide seniority.

18.3 EMPLOYEE-INITIATED TRANSFER REQUESTS

Any employee covered by this Agreement shall have the privilege of requesting a transfer to any school within the same position classification or a position classification change, subject to the following conditions:

18.3.1 Submission of a request for transfer for the following school year, on appropriate District forms, shall be submitted prior to March 1. Properly filed transfer requests shall be given administrative consideration and shall be valid for six (6) months from date submitted to the Personnel Services Office.

18.3.2 An employee's request for transfer shall bear the signature of that employee's present administrator. Such signature is an acknowledgment only that the administrator has been informed of the employee's desire for transfer consideration. Such signature does not necessarily imply approval or disapproval of the administrator, nor may the acknowledgment be withheld by the administrator.

18.3.3 The filing of a request for transfer is without prejudice to the employee and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the employee in writing at any time prior to official notification of transfer approval.

18.3.4 The District designee shall notify appropriate administrator(s) of employee request for transfer. If requested vacancies develop, administrative consideration shall be given to all employees (including part-time employees seeking full-time employment) who submitted properly completed transfer requests for such vacancies.

18.3.5 The designee of the Superintendent shall give the employee and appropriate administrator(s) official notification of the disposition of the voluntary transfer request.

18.3.6 In the event a bargaining unit member is denied transfer once, the member may request, and will be granted, a meeting with the Superintendent or his/her designee to determine the reason for the denial.

18.4 EMPLOYER INITIATED TRANSFERS

18.4.1 INVOLUNTARY TRANSFER

A transfer may be made by the Superintendent at any time for any of the following reasons:

18.4.1.1 To balance the certificated staff of the District or a school by considering factors, including, but not limited to, experience, racial and ethnic backgrounds, staff sex and ages.

18.4.1.2 To transfer staff because of a change of enrollment.

18.4.1.3 To improve efficiency of the District.

18.4.1.4 To better a school or department.

18.4.1.5 To alleviate significant personality conflicts.

18.4.2 A list of the District's vacant assignments within the individual's present position classification or position for which they are qualified and credentialed will be made available to each employee being considered for involuntary transfer. An employee may request the positions, in order of preference, to which transfer is desired.

18.4.3 An employee may request a conference and/or a written statement regarding the reasons for the involuntary transfer, as well as reasonable District assistance in moving the employee's teaching materials to the new location.

18.4.3.1 It is not necessary that there be any vacant assignment prior to the Superintendent initiating an involuntary transfer(s).

18.4.3.2 An employee's length of service at a school site/program shall be considered by the Superintendent when initiating an involuntary transfer(s) under 18.4.1.3 and/or 18.4.1.4 of the Involuntary Transfer section.

18.4.3.3 Employees being considered for involuntary transfer will be given a list of the District's vacant positions for which the employee is credentialed and qualified, as provided in the second paragraph of the Involuntary Transfer section of Article 18. In the event that more

than one transfer is being considered, the employees shall be notified of all vacancies then being considered. It is understood that an employee statement of preference is not binding upon the Superintendent.

18.4.3.4 The District shall be responsible for moving items in the event of a classroom transfer.

In the interests of protecting the integrity of the instructional program, should a classroom teacher be required to move from one school site to another or from one room to another after the beginning of the school year, he/she shall be provided two (2) days of compensation at the substitute rate for packing and unpacking personal items.

Should a classroom teacher be required to move during the summer recess and he/she is available within the District timeline, he/she shall be responsible for packing and unpacking and the District shall be responsible for moving the items. The teacher shall be provided two (2) days of compensation at the substitute rate for packing and unpacking personal items.

Should a classroom teacher be required to move during the summer recess and he/she is not available within the District timeline, he/she shall be provided one (1) day of compensation at the substitute rate for unpacking.

ARTICLE 19

CLASS SIZE

19.1 In planning each year's enrollment of students and regular classroom teachers, the District will initially employ sufficient number of regular classroom teachers not to exceed a ratio of 32-1 total general education classroom teachers to total general education students on a District-wide basis (i.e. total general education student count divided by total general education teacher count = 32). Should a reduction in staff occur pursuant to the lay off procedures of the Education Code, the Governing Board may increase class size. The remaining effects of the lay off will be negotiated with the Association.

19.2 When a District-wide ratio greater than 32-1 occurs during the school year because of enrollment growth or population changes, the District will consider various alternatives that may result in adjustment of teacher/student ratios for the subsequent semester.

Such alternatives may include but are not limited to:

19.2.1 Reassignment or rescheduling of students.

19.2.2 Realignment of attendance areas.

19.2.3 Intra-District transfer of classroom teachers.

19.2.4 Hiring of additional staff.

Section 19.1 and 19.2 of this Article do not apply to classes participating in a Class Size Reduction Program (CSR).

The Carlsbad High School and the Valley and Aviara Oaks Middle School's leadership teams shall establish a task force at each site for the 2002-03 and 2003-04 school years, for the purpose of developing recommendations to reduce class size, keeping in mind the overall interests of CUTA and the District in providing a comprehensive, quality education.

Upon completion of a report detailing recommendations, the report shall be provided to the negotiating teams for possible consideration.

ARTICLE 20

EMPLOYEE EVALUATIONS

20.1 PROCEDURES FOR EVALUATION

20.1.1 CUSD and CUTA will select a committee of at least six people, with a minimum of 50% of the members chosen by CUTA, to develop and agree to performance evaluation forms for all certificated members, including customized forms for non-classroom teaching certificated unit members, including (but not limited to) counselors, psychologists, and librarians. Committee recommendations will come back to CUTA for ratification. Committee recommendations will be completed by May 2009 to facilitate initial implementation of the new forms effective in the 2009-2010 academic year.

20.1.2 Every probationary certificated unit member will be evaluated by the administration, in writing, at least once each school year and such written evaluation shall be transmitted to the employee not later than thirty (30) calendar days before the end of the student school year of the year in which the evaluation takes place.

20.1.3 Unit members with permanent status who have been employed by the District for at least ten (10) years may mutually agree with their evaluator that the employee will be evaluated only once every five years if the employee is highly qualified under state and federal law and if the teacher's previous performance evaluation certifies that the employee meets or exceeds District standards. Either party may withdraw consent for this evaluation option at any time without cause. This mutual agreement shall be documented in writing using the 5-Year Evaluation Cycle Agreement form.

20.1.4 Prior to setting his/her goals and objectives, the evaluatee shall be given a copy of existing relevant sections of the goals and objectives of his/her evaluator, school, or department.

20.1.5 Consistent with the Teacher Performance Evaluation and Professional Development System, the evaluatee and evaluator shall meet to establish acceptable goals and objectives upon which the evaluation shall be made. In the event mutual consent cannot be reached on the goals and objectives, the evaluator shall inform the evaluatee, in writing, of the goals and objectives on which the final evaluation will be based. If the evaluatee does not concur with said objectives and goals, he/she may submit a written statement indicating why the evaluator's goals and objectives are not appropriate for his/her class or assignment. The evaluatee's statement, as described herein, shall become a part of the official evaluation documentation.

20.1.6 If during the course of the evaluation period, mitigating circumstances arise which may require modification of the evaluation goals and objectives, the necessity for modification of the evaluation goals and objectives may be initiated by the evaluator or evaluatee, and any amended goals and objectives shall be arrived at in accordance with the above paragraph.

20.1.7 Evaluation shall include at least one classroom/assignment observation. Negative comments shall not be included in the final evaluation, unless the evaluatee has previously been notified, in writing, of said area of concern and provided an opportunity for written response.

20.1.8 The evaluatee shall have the right to initiate a written reaction or response to the evaluation. Such responses shall become an attachment to the evaluation and be placed in the evaluatee's personnel file.

20.1.9 Before the end of the school year, a conference shall be held between the evaluator and evaluatee to discuss the evaluation. At this conference, the employee and supervisor shall review and evaluate achievement of prior goals. A written summary of that conference shall be prepared, one copy for the employee, one for the supervisor, and one for the personnel file. If there is a disagreement, this shall be noted in the written summary.

20.1.10 In the event an employee receives an evaluation stating "unsatisfactory" service, the evaluator shall provide the evaluatee with specific recommendations as to areas of needed improvement in the evaluatee's performance, and the evaluator shall endeavor to assist the evaluatee to improve performance.

20.1.11 Unit members shall not be required to participate in the evaluation of other unit members, nor shall any self evaluation be included in the formal evaluation.

20.1.12 The evaluation process established by the District shall not be in conflict with the provisions of this Article or prevailing state law.

20.2 GRIEVANCES

20.2.1 Neither the District evaluation process nor the evaluator's judgment and recommendations contained in classroom observation reports and formal evaluations shall be subject to the grievance procedure contained in this agreement. However, alleged violations of the provisions of this Article are grievable.

20.3 EVALUATION DOCUMENTATION FILES

20.3.1 The following provisions shall apply to any evaluation documentation file that an immediate administrator may maintain at his/her work stations. An employee may have reasonable access to evaluation documentation files referred to in this paragraph.

20.4 PERSONNEL FILES

20.4.1 Each unit member shall have an official District Personnel File which shall be maintained at the District's central office.

20.4.2 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

20.4.3 The person or persons who draft non-routine material for the placement in an employee's personnel file shall sign said material and signify the date on which such material was placed in the file. Information of a derogatory nature, except in Section (b) of Education Code Section 44031, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter and have attached to any derogatory statement his own comments thereon.

20.4.4 Access to personnel files shall be limited to the members of the District management team, Board of Education members, and appropriate

personnel department employees, on a need-to-know basis. The contents of all personnel files shall be kept in strictest confidence.

20.4.5 The District shall keep a log indicating persons other than District management employees and appropriate personnel department employees who have examined a personnel file, as well as the dates such examinations were made. Such log shall be available for examination by the employee or an Association representative, if so authorized by the employee.

20.4.6 The provisions of this article section shall apply to the employee personnel files maintained at the District's central office.

ARTICLE 21

GRIEVANCE PROVISIONS

21.1 A grievance is defined as an alleged violation, misapplication or misinterpretation by a unit member that the District has violated a specific term of this agreement and that by reason of such violation his/her rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this agreement.

A Level 1 - Informal grievance may be filed by the Association. If that grievance continues to or beyond Level 1 - Informal, it shall name the aggrieved unit member and join him/her as the grievant.

21.2 The respondent in all cases shall be the District itself, rather than any individuals. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the procession thereof.

21.3 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise, affecting the welfare or working conditions of unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of procedure.

21.4 LEVEL 1

21.4.1 Informal: An aggrieved employee may first discuss the grievance with the immediate supervisor, either directly or through the Association's designated Grievance Representative, with the objective of resolving the matter informally. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.

The supervisor shall render a decision within five (5) days of the discussion.

21.4.2 Formal: If Section 21.4.1 is used and is unsatisfactory, the aggrieved employee may file the grievance, in writing, with the immediate supervisor, either directly or through the Association's designated Grievance Representative, with the objective of resolving the matter. He/she must do so within ten (10) work days after the occurrence of the act or omission giving rise to the grievance by presenting such grievance, in writing, to the immediate supervisor. If neither the grievant nor the Association had actual or constructive knowledge of the occurrence of the grievable act or omission and could not, with the exercise of reasonable diligence, have known about it, then the ten day (10) day limit shall begin to run on the date upon which either the grievant or the Association could, with reasonable diligence, have known of the occurrence.

A written statement shall be a clear and concise statement of the grievance, including the specific provisions of the agreement alleged to have been violated, misapplied, or misinterpreted; the circumstance involved; the specific remedy sought. The written statement described herein shall be submitted on a grievance form provided by the District. A copy of the grievance must be filed with the Association.

The supervisor must render a written decision within five (5) days of the meeting.

21.5 LEVEL 2

21.5.1 Appeal to the District: If the aggrieved employee is not satisfied with the disposition of the grievance at Level 1, and/or if no written decision has been rendered within five (5) days after presentation of the grievance, the aggrieved employee may file the grievance, in writing, simultaneously with the Association and the District within ten (10) days after the written decision at Level 1.

21.5.2 Response by Superintendent or Designee: Within ten (10) days after receipt of the written grievance by the District, the District shall meet with the aggrieved employee and a representative of the Association in an effort to resolve the grievance. The District shall render a decision, in writing, within ten (10) days of this meeting.

21.6 LEVEL 3

21.6.1 If the aggrieved employee is not satisfied with the disposition of the grievance at Level 2, or if no written decision has been rendered within ten (10) days after the first meeting with the District, the aggrieved employee may request, in writing, that the Association submit the grievance to the Contract Commission. The Association shall notify the Superintendent, in writing, within fifteen (15) days after receipt of the request from the employee of its intention to proceed to the Contract Commission.

21.6.2 Selection of the Contract Commission: The Contract Commission shall consist of three unit members appointed by the Association and three District members appointed by the Superintendent. The Commission members shall not be from the site where the alleged grievance took place. The Commission will meet within ten (10) days of the Association's submission of the grievance to the Commission.

21.6.3 Decision of the Contract Commission: The Contract Commission's decision shall be in writing and shall set forth its findings of fact, reasoning, and conclusions on the issues submitted. The Contract Commission shall be without power or authority to make any recommendations which required the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The Contract Commission shall render a decision within fifteen (15) days of the conclusion of final presentations by the District and the Association.

21.6.4 Response to Decision of the Contract Commission: The majority decision of the Contract Commission shall be final and binding on the parties unless, after review of the decision by the Board of Trustees and CUTA's Executive Board, the District or the Association decides to proceed to arbitration.

In the event that the Contract Commission is unable to render a decision by a majority vote or if no written decision has been rendered within fifteen (15) days after submission to the Contract Commission, the Board of Trustees shall have an opportunity, at the next regularly scheduled Board meeting, to review the grievance if either party indicates that they wish to proceed to arbitration.

21.7 LEVEL 4

21.7.1 The Association shall notify the Superintendent, in writing, within ten (10) days after the decision of the Contract Commission or the Board review, if it intends to proceed to binding arbitration. The Superintendent shall notify the Association within ten (10) days after the decision of the Contract Commission or the Board review, if the District intends to proceed to binding arbitration.

21.7.2 SELECTION OF ARBITRATION PANEL

The arbitration shall be heard by a panel of three (3) arbitrators.

21.7.2.1 As soon as possible, in any event no later than fifteen (15) days after the District receives the written notice of the Association's desire to arbitrate, the parties shall each select an arbitrator.

21.7.2.2 The third arbitrator shall be selected by the arbitrators appointed by the District and the Association within forty-five (45) days of the District's receipt of the Association's request to arbitrate.

21.7.3 LIMITATION UPON ARBITRATION PANEL

The arbitration panel shall have no power to alter, amend, change, add to, or subtract from any of the terms of this agreement, but shall determine only whether or not there has been a violation, misapplication, misinterpretation of this agreement in the respect alleged in the grievance. The decision of the arbitration panel shall be based solely upon the evidence and arguments presented to them by the respective parties in the presence of each other and upon arguments presented in briefs.

This agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitration panel in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitration panel is to determine disputed interpretation of terms actually found in the agreement or to determine disputed facts upon which the application of the agreement depends. The arbitration panel shall, therefore, not have authority, nor shall they consider it their function to decide any issue not submitted or to so interpret or apply the agreement as to change that which can fairly be said to have been the intent of the parties as determined by generally-accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this agreement may be considered relevant evidence. The arbitration panel shall not render any decision or award merely because in their opinion such decision or award is fair or equitable.

No decision rendered by the arbitration panel shall be retroactive beyond the ten-day period specified in Article 21.4.2 of the grievance procedure for the filing of a grievance. The arbitration panel shall have no power to render an award on any grievance occurring before or after the term of this agreement.

The arbitration panel may hear and determine only one grievance at a time, unless the District expressly agrees otherwise. However, both parties will, in good faith, endeavor to handle, in an expeditious and convenient manner, cases which involve the same or similar facts and issues.

21.7.4 DECISION OF THE ARBITRATION PANEL

21.7.4.1 The decision of the arbitration panel shall be made by a majority vote. The majority decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions only on the issues submitted. The decision shall be written by the arbitrators serving on the panel.

21.7.4.2 The arbitration panel shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. However, it is agreed that the arbitration panel is empowered to include any award for such financial reimbursement or other remedies as they judge to be proper within the scope of the agreement.

21.7.4.3 The decision of the arbitration panel shall be final and binding on the parties.

21.7.5 EXPENSES

All fees and expenses of the third arbitrator shall be shared equally by the parties. Each party shall bear the expense of the presentation of its own case and the expense of the arbitrator it has selected.

21.8 FAILURE TO MEET TIME LIMITS

Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt, in good faith, to adjust time limit problems which occur above Level 1 as a result of the summer recess.

21.9 GRIEVANCE MEETINGS

Grievance meetings normally will be scheduled by the District so as not to conflict with classroom duties.

21.10 CONFIDENTIALITY

In order to encourage a professional and harmonious disposition of unit members' complaints, it is agreed that from the time a grievance is filed until it is processed through arbitration, neither the grievant nor the Association nor the District shall make public either the grievance or evidence regarding the grievance.

21.11 NO REPRISALS

There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedure.

21.12 GRIEVANCE FILES

The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

ARTICLE 22

ORGANIZATIONAL RIGHTS AND SECURITY

22.1 SECURITY

22.1.1 Any unit member who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of standard periodic dues, initiation fees, and general assessments. Such authorization shall continue in effect from year to year, unless revoked in writing between September 1 to 30 of any year. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular dues from the regular salary check of the unit member each month for ten (10) months.

22.1.2 Any unit member who is not a member of the Association or who does not make application for membership within thirty (30) days following the effective date of this Agreement or, for those hired after the effective date of this Agreement, within thirty days from the date of commencement of duties, shall become a member of the Association or pay to the Association a fee in amount equal to standard period dues, initiation fees, and general assessments. A unit member may authorize payroll deduction for such fee in the same manner as Paragraph 22.1.1 of this Article.

22.1.3 The parties agree that the obligations herein are a condition of continued employment for unit members as per Government Code Section 3440.1 (i) (2). The parties further agree that the failure of any unit member to remain a member in good standing of the Association or to pay the equivalent of standard periodic dues, initiation fees, and general assessments during the term of the Agreement shall constitute persistent violation of and refusal to obey the school laws of California reasonable regulations prescribed for the government of the District by the governing board of the District and shall constitute cause for termination under Section 44932 (g) of the Education Code.

22.1.4 Any unit member who is not a member of the Carlsbad Unified Teachers Association CTA/NEA or does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction as provided in Article 22. The Association shall so inform the District, and the District shall immediately begin automatic payroll deduction, as provided in Education Code Section 45061, and in the same manner as set forth in Article 22 of this Agreement. There shall be no charge to the Association for such mandatory agency fee deductions.

22.1.5 Notwithstanding Paragraphs 22.1.1, 22.1.2, 22.1.3, and 22.1.4 of this Article, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership, or financially support the Association as a condition of employment; except that such employee shall be required, in lieu of a service fee, to pay sums equal to such service fee to one of the non-religious, non-labor organizations, or charitable fund exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code listed below:

22.1.5.1 Foundation to Assist California Teachers (F.A.C.T.)

22.1.5.2 C.U.T.A. Association Scholarship Fund

22.1.5.3 Carlsbad Education Foundation

22.1.5.4 Special Olympics

22.1.6 Any unit member invoking the procedures of Paragraph 22.1.5 shall submit annual proof to the District of such payment as a condition of continued exemption from the requirements of Paragraphs 22.1.1 and 22.1.2 of this Article. In the event a unit member who holds conscientious objections pursuant to this paragraph, requests the Association to use the grievance procedure including arbitration on the unit member's behalf, the Association will charge the unit member for the reasonable costs of using such procedure.

22.1.7 Any unit member who chooses not to participate in payroll deduction of membership dues or service fees shall transmit such dues or fees to the Association, with the following payment:

22.1.7.1 Complete payment by October 15, or

22.1.7.2 One-half payment by October 15 and one-half by February 15 of each school year.

Whenever a unit member is delinquent in the payment of membership dues, service fees, or charitable contributions, the Association shall give the unit member fifteen (15) days to cure the delinquency, with a copy of said notice to the Superintendent. In the event the unit member fails to cure such delinquency, the Association shall request, in writing, that the District initiate the provisions of Paragraph 22.1.3 of this Article.

22.1.8 With respect to all sums deducted by the Board pursuant to authorization of the unit member, the Board agrees promptly to remit such monies to CTA Membership Department, Post Office Box 4178, Burlingame, CA 94010, accompanied by an alphabetical list of unit members for whom such deductions have been made, and to indicate any changes in personnel from the list previously furnished.

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

22.1.10 Upon appropriate written authorization from any unit member, the Board shall make a deduction from the salary of the unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

22.1.11 The Association agrees to indemnify and hold the District harmless from any and all claims, suits, and/or any other form of liability, including costs, and expenses incurred, that may arise out of or by reason of any action taken by the District in reliance upon or in compliance with the terms and provisions of this section, whether in an administrative or judicial proceeding.

22.1.12 The District shall put into effect any new, changed, or discontinued dues deduction submitted in writing by the Association thirty (30) days prior to the date deduction is desired. Such request must be received sixty (60) calendar days prior to the requested change.

22.2 ASSOCIATION RIGHTS

22.2.1 The Association and its members shall have the right to make use of school equipment, buildings, and facilities at all reasonable hours for lawful purposes. The District shall not provide supplies for use by the Association.

22.2.2 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by teachers. The Association may use teacher mailboxes for communication to teachers.

22.2.3 Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times. Such business shall not conflict with instructional responsibility without approval of site administrator.

22.2.4 The District shall not discriminate for/against any member of the unit because of membership in or participation in the activities of any employee organization.

22.2.5 Thirteen (13) District directories shall be provided without cost to the Association as soon as printed each year.

22.2.6 The District delivery service will provide mail service twice per week at the Association office.

22.3 STATE AND NATIONAL ASSOCIATION LEAVE OF ABSENCE

22.3.1 Up to ten (10) total days per work year of paid leave of absence shall be granted to unit members elected or appointed to a position with a state or national affiliate of the Association, subject to the following conditions and limitations:

22.3.1.1 Not more than two (2) unit members shall be eligible for the annual leave described herein.

22.3.1.2 Paid leave that is granted shall be for not less than half-day increments.

22.3.1.3 Requests for said leave shall be submitted in writing by the unit member holding elective office to the Superintendent or his/her designee, as far in advance of the requested leave as possible, but in no event later than two (2) working days prior to the requested date of leave.

22.3.1.4 The written request described above shall state the specific purpose for which the leave is requested.

22.3.1.5 If the specific purpose of the elected officer's request is acceptable to the Superintendent or his/her designee, the leave shall be granted.

22.3.1.6 If the specific purpose for the Association request is not in conflict with the Management goals of the District, such leave shall be granted by the Superintendent or his/her designee.

22.3.1.7 The duration of any single absence authorized under this provision shall be limited to not more than five (5) consecutive work days.

22.3.1.8 A unit member granted leave under this provision shall not lose credit for retirement purposes or District health/dental insurance coverage during period of said absences.

22.4 CARLSBAD UNIFIED TEACHERS ASSOCIATION LEAVE OF ABSENCE

22.4.1 As defined and limited herein, not including Presidential leave, up to eighty (80) total days per work year of paid leave of absence shall be granted to the Association.

22.4.2 Leave granted under this provision shall be computed in not less than half (1/2) day increments. This shall constitute "reasonable periods of released time" within the meaning of Government Code Section 3543.1 (c), pertaining to grievance processing.

22.4.3 Presidential Leave

The Association President will be eligible for up to twenty percent (20%) leave of absence to conduct CUTA-CUSD business.

The District will pay fifty percent (50%) of the salary and labor related costs for the Association President's replacement teacher during the leave. The Association will be responsible to pay fifty percent (50%) of the salary and labor related costs for the Association President's replacement teacher during the leave. Any such leave(s) shall be carefully planned so as to minimize disruption to the educational program of the President's classroom.

22.4.4 Processing Grievances

22.4.4.1 Insofar as possible, Association released time for processing grievances shall be scheduled so as to have minimal interference with the Association representative's instructional duties in the District.

22.4.4.2 Association released time for processing a unit member grievance shall be limited to not more than one (1) Association representative for each released time period. Said Association representative shall be the Association President or his/her designee(s), as authorized in writing.

22.4.4.3 Association released time for processing grievances shall be computed in not less than quarter (1/4) day increments.

22.5 OTHER MATTERS OF ASSOCIATION BUSINESS

22.5.1 Any portion of the eighty (80) total days limitation described herein may be used by the Association President or his/her designee(s), as authorized in writing for other matters of Association business, subject to the following limitations:

22.5.1.1 Requests for released time for Association business shall be submitted in writing to the Superintendent or his/her designee(s) as far in advance of the requested leave as possible, but in no event later than two (2) working days prior to the requested date of leave.

22.5.1.2 The duration of any single Association business leave that is approved shall not be more than three (3) consecutive days.

22.5.1.3 The request for Association leave shall describe the specified purposes for which the leave is requested.

22.5.1.4 If the specific purpose of the leave request is acceptable to the Superintendent or his/her designee, the leave shall be granted.

22.5.1.5 If the specified purpose for the Association's request is not in conflict with the Management goals of the District, such leave shall be granted by the Superintendent or his/her designee.

22.5.1.6 In determining the acceptability of the Association President's purpose for paid leave, as described herein, it shall be the intent of the District to treat such requests in a fair and equitable manner.

ARTICLE 23

COMPLETION OF NEGOTIATIONS

23.1 The Association acknowledges that during the negotiations which preceded this Agreement, the Association has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement shall constitute the full and complete agreement of both parties.

23.2 The Association and the District mutually agree that for the life of the Agreement neither party shall be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement, unless there is mutual agreement by both parties to reopen negotiations on those specified matters.

23.3 The District and Association agree to annually re-open negotiations. These re-opened negotiations shall commence with the Association presenting its initial proposal to the district between March 1 and May 1, annually, during the life of the agreement.

ARTICLE 24

PEER ASSISTANCE AND REVIEW PROGRAM

24.1 INTENT

24.1.1 It is the intent of the parties to establish a teacher peer assistance and review ("PAR") system to improve the quality of instruction, teacher performance, and student achievement through professional development and peer assistance.

24.2 AGREEMENT

24.2.1 It is the intent of the parties that this agreement satisfies Education Code section 44503(a). These procedures shall comply with current law and the existing agreement between CUTA and CUSD.

24.3 IMPLEMENTATION

24.3.1 It is agreed that the Superintendent is authorized to notify the Superintendent of Public Instruction that the District and Association have reached an agreement to initiate a PAR program starting July 1, 2000. This implementation is contingent upon State funding for these purposes.

24.4 INDEMNITY

24.4.1 Teachers participating in the PAR program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title I of the Government Code.

24.5 PAR PANEL

24.5.1 The PAR Program shall be administered by the PAR Panel which shall consist of seven (7) members; three (3) shall be administrators selected by the District and four (4) shall be certificated classroom teachers selected by other certificated classroom teachers based on a selection process established by CUTA.

24.5.2 PAR Panel members will serve 3-year terms. However, during the initial year of the PAR Panel, one (1) teacher and one (1) administrator will serve 2-year terms to ensure veteran and new PAR Panel members in succeeding years.

24.5.3 The PAR Panel will determine the chairperson on an annual basis.

24.5.4 The PAR Panel shall meet each school year as deemed necessary by PAR Panel members.

24.5.5 PAR Panel meetings may take place during the regular workday, for which teacher PAR Panel members shall be released without loss of compensation. Teacher PAR Panel members shall be compensated at the non-instructional hourly rate. In no case shall administrative costs for the PAR program (including PAR Panel member compensation) exceed five percent (5%) of the District's annual PAR budget. In the event the compensation to PAR Panel members has been exhausted based upon the five percent (5%) limitation, PAR Panel member service shall be voluntary thereafter. PAR Panel members shall be compensated for trainings that take place at other than the normal contractual work year at the current non-instructional hourly rate for CUTA members. All Panel members shall

keep a log of time spent by Panel members during formally scheduled meetings or functions of the Panel for the 2001-02 year.

24.5.6 All actions of the PAR Panel shall be by majority vote.

24.5.7 Panel Responsibilities

The Panel shall:

24.5.7.1 Oversee the selection of PAR Consulting Teacher/BTSA Support Providers including BTSA liaisons;

24.5.7.2 Determine the number of Consulting Teachers;

24.5.7.3 Determine the training programs and trainers for the members of the Panel and Consulting Teachers;

24.5.7.4 Establish rules and procedures consistent with this agreement;

24.5.7.5 Develop, implement and monitor the PAR budget, other than negotiated stipends;

24.5.7.6 Fill Consulting Teacher/BTSA Support Providers vacancies including BTSA liaisons mid-term vacancies. The Panel's appointment in such cases shall only be for the completion of the original term of the vacated position;

24.5.7.7 Monitor the PAR program, and make an annual report(s) to the Association and Governing Board regarding the effectiveness of the PAR program;

24.5.7.8 Send written notification of participation in the PAR program to the Participating Teachers, Consulting Teacher/BTSA Support Providers and Principal;

24.5.7.9 Distribute copies of the PAR program to all impacted employees;

24.5.7.10 Monitor the progress of Participating Teachers referred to the PAR program and forward to the Governing Board the names of individuals who, after sustained assistance, were not able to demonstrate satisfactory improvement.

24.5.7.11 Determine district-wide staff development needs that are funded through the PAR program and provide input to the Superintendent regarding district-wide staff development that is not funded by the PAR program.

24.5.7.12 Make other determinations as the PAR program evolves.

24.6 CONFIDENTIALITY

24.6.1 All matters considered by the PAR Panel shall be treated confidentially except as provided by law.

24.7 CONSULTING TEACHER/BTSA SUPPORT PROVIDERS

24.7.1 A Consulting Teacher/BTSA Support Provider is an exemplary teacher meeting the requirements of this section who is selected by the PAR Panel to assist one or more Participating Teachers.

24.8 ELIGIBILITY

24.8.1 Consulting Teachers must be permanent certificated employees, be fully certified as classroom teachers, and have recent and substantial experience in classroom instruction. BTSA Support Providers may be permanent or retired certificated employees who are fully certified as classroom teachers, and have recent and substantial experience in classroom instruction. Consulting Teacher/BTSA Support Providers shall have demonstrated exemplary teaching ability, as indicated by, among other things, (1) effective communication skills, (2) subject matter knowledge, and (3) a mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

24.9 SELECTION

24.9.1 Unit members meeting the eligibility requirements specified above may make application to be considered for an appointment as a Consulting Teacher/BTSA Support Provider. The application must be submitted in writing and describe the applicant's qualifications and experience. Such application must include three (3) references from any three (3) individuals. Consulting Teachers will be selected by a majority vote of the Panel after observation and interview. Observation teams shall not have more than three members and not more than one of the members may be an administrator.

24.10 TERM AND RESTRICTIONS

24.10.1 The term for Consulting Teacher/BTSA Support Providers shall be on a year-to-year basis depending on program needs. In the event a Consulting Teacher/BTSA Support Provider position becomes vacant mid-term, the Panel shall fill the vacancy with a qualified individual to complete the term of the vacancy. A qualified individual so selected may be reappointed to a full term by the Panel following the selection procedure specified above. The term of a Consulting Teacher/BTSA Support Provider may be extended in circumstances wherein the Consulting Teacher/BTSA Support Provider is actively working with a Referred Participating Teacher and the extension is for the purpose of completing the monitoring process of the referred teacher.

24.11 COMPENSATION

24.11.1 Beginning in school year 2004-2005, BTSA Support Providers assigned to provide support to beginning teachers shall receive an annual stipend of \$1550 for one beginning teacher, \$3100 for two beginning teachers and \$4650 for three beginning teachers plus a \$375 meeting stipend. PAR Consulting Teachers shall be paid an annual stipend of \$4413 or a pro-rated portion if the term is less than one year. PAR Consulting Teacher/BTSA Support Providers shall be released from their regular classroom responsibilities with no loss of pay or benefits when fulfilling their PAR responsibilities during normal school days; PAR Consulting Teacher/BTSA Support Providers shall be compensated at the current non-instructional hourly rate for CUTA members for PAR service performed at times other than the contractual work year.

24.12 BARGAINING UNIT STATUS

24.12.1 Functions performed by Consulting Teacher/BTSA Support Providers shall not be considered management or supervisory functions as defined by sub-divisions (g) and (m) of section 3540.1 of the California Government Code.

24.13 PARTICIPATING TEACHERS

Participating Teachers may be any of the following:

24.13.1 A beginning teacher ("BTSA Participating Teacher");

24.13.2 A permanent classroom teacher who volunteers to participate in this program ("Non-Referred Participating Teacher") or;

24.13.3 A permanent classroom teacher who is referred for participation in the program because of an unsatisfactory evaluation in the area of teaching methods or instruction ("Referred Participating Teacher").

24.14 CONSULTING TEACHER/BTSA SUPPORT PROVIDER ASSIGNMENT

24.14.1 BTSA Participating Teachers are assigned to BTSA Support Providers for the purpose of receiving beginning teacher support and assessment as provided in Education Code sections 44279.1 et seq. Referred and Non-Referred Participating Teachers select a Consulting Teacher/BTSA Support Provider of their choice from a pool provided by the Panel. Referred and Non-Referred Participating Teachers may elect to change Consulting Teacher/BTSA Support Providers once during the term of their PAR assignment from the pool provided by the Panel. The term of assignment for a Referred Participating Teacher begins with the evaluation serving as the basis for the referral and ends no sooner than the teacher's receipt of his/her subsequent evaluation. A Non-Referred Participating Teacher participates in the PAR program on a voluntary basis and may withdraw from the program at any time. If a Participating Teacher voluntarily withdraws the Consulting Teacher may be dismissed and the stipend for that Consulting Teacher shall be pro-rated.

24.15 PARTICIPATING TEACHER GOALS

24.15.1 Performance goals shall be included in an assistance plan for each Referred Participating Teacher which shall be in writing, clearly stated, aligned with pupil learning, and consistent with evaluation guidelines established in Education Code 44662. The Parties encourage a cooperative relationship between the Participating Teacher, his/her administrator and the PAR Consulting Teacher.

24.16 OBSERVATIONS

24.16.1 Assistance and review shall include multiple observations of the Referred Participating Teacher during periods of classroom instruction. Assistance and observations for Non-Referred Participating Teachers shall be as planned by the Non-Referred Participating Teacher and Consulting Teacher/BTSA Support Provider.

24.17 TEACHER SUPPORT

24.17.1 The Panel shall provide sufficient staff development activities to assist a participating teacher to improve his or her teaching skills and knowledge.

24.18 MONITOR PROGRESS

24.18.1 The progress of each Referred Participating Teacher shall be monitored with a written PAR record and a final assessment of the Referred Participating Teacher's progress in the PAR program. The Panel's final assessment statement of the Referred Participating Teacher shall be forwarded to the Personnel Office to be filed in the teacher's personnel file and shall be available to the teacher's evaluator for consideration in preparing the teacher's evaluation pursuant to the District teacher performance evaluation article.

24.19 FINAL ASSESSMENT STATEMENT

24.19.1 The results of the teacher's participation in the PAR program shall be a statement by the Consulting Teacher/BTSA Support Provider as to whether the teacher successfully completed the program or a finding that further assistance will not be productive. The Participating Teacher shall receive a copy of the Panel's final assessment prior to its submission to the Governing Board. The Participating Teacher shall have the right to file a written rebuttal statement to the final assessment.

24.20 PANEL PROBLEM RESOLUTION

24.20.1 Any problems with a Consulting Teacher, BTSA Support Provider or Participating Teacher can be referred to the Panel for resolution by any of the parties.

24.21 RIGHT TO REPRESENTATION

24.21.1 A Referred Participating Teacher has the right to Association representation at any meeting of the Panel concerning the Referred Participating Teacher or in any meeting(s) with administrator(s) and the Referred Participating Teacher pertaining to the PAR program.

24.22 CONFIDENTIALITY

24.22.1 All matters between Referred and Non-Referred Participating Teachers shall be confidential except in accordance with law and/or in accordance with the PAR process.

24.23 GENERAL PROVISIONS

24.23.1 It is essential that the due process rights of the Referred Participating Teacher be protected at all times. All proceedings and documents related to evaluations and other personnel matters shall be confidential.

24.23.2 The District shall defend and hold harmless individual PAR Panel members and Consulting Teacher/BTSA Support Providers from any lawsuit or claim arising out of the performance of their duties under the PAR Program as provided by the California Government Code Tort Claim Act.

24.23.3 Expenditures for the PAR Program shall not exceed the funds received by the District for the program as specifically authorized by statute. The PAR Program shall be contingent upon the continuation of such State funding.

24.23.4 The PAR Panel proceedings, assistance plans, and final progress reports prepared by Consulting Teacher/BTSA Support Providers shall be confidential to the extent required by law and in accordance with Board Policy.

24.23.5 The PAR Program is not intended to replace the currently bargained teacher evaluation system.

24.23.6 The Memorandum of Understanding has been constructed through a collaborative effort. This document is considered a working document for the 2000-01 school year. As such, the District and CUTA agree to meet at the conclusion of the first year of implementation of the PAR Program to review the program based upon the recommendations of the PAR Panel.

ARTICLE 25

SUMMER SCHOOL

25.1 All provisions of this Agreement are applicable to summer school unit members, except as follows:

25.1.1 Application Procedure

25.1.1.1 Qualified teachers who teach in the basic work year and who wish to teach in the District's summer school program may apply under the provisions of procedures administered by the Personnel Services Office.

25.1.1.2 Qualified teachers currently in the bargaining unit shall be given preference over teachers not employed by the District.

25.1.1.3 A qualified teacher is one who is properly credentialed for the position to be filled.

25.1.1.4 The Personnel Services Office shall circulate job announcements of potential summer session position classes to be filled and receive applications as soon in the spring as the positions to be filled are known.

25.1.1.5 Persons who are offered a specific summer school placement and decline to accept will not be considered for employment in the current summer until all other available and qualified District applicants have been considered.

25.1.1.6 Teachers scheduled to teach specific classes which are closed due to low enrollments will be given consideration for other vacancies that occur for which they are qualified. However, such teachers do not have priority over other teachers selected for, and notified of, summer session placement.

25.1.1.7 Every reasonable effort will be made to place, as equitably and fairly as possible, qualified teachers who applied for but who were not placed in previous summer sessions.

25.1.2 Hours of Employment: The summer school work day shall be in accordance with California Education Code requirements and stipulations relating to the operation of summer school.

25.1.3 Summer Sick Leave: Carlsbad Unified School District certificated employees teaching summer school may utilize sick leave accumulated during the regular school year. In addition, summer school teachers accrue and accumulate one (1) hour of sick leave for each week in summer session. Sick leave utilized will be charged at the rate of four (4) hours for each day of illness.

25.1.4 Performance Evaluation Procedures: There shall be no separate formal performance evaluation procedure for the summer sessions. The District shall not, however, be precluded from normal supervision evaluation responsibilities.

25.1.5 Wages: The summer school hourly salary shall be computed at .001 of Column II, Step 1 on the Certificated Salary Schedule. Effective September 1, 1989, the formula for the summer school rate of pay will be calculated on the current Certificated Salary Schedule.

25.1.6 Miscellaneous: The following Articles of this Agreement are not applicable to Summer School Unit Members: Articles 7, 12, 18, and 20.

25.1.7 Preparation day: Summer school employees shall receive one (1) paid day at the instructional hourly rate of pay for the purpose of preparing for any summer school session(s). The number of hours for the preparation day shall be equivalent to the number of paid hours in a regular summer school day.

ARTICLE 26

JOB-SHARING

26.1 JOB-SHARING ASSIGNMENTS

26.1.1 A job-sharing unit member is one (1) of two (2) classroom teachers who share one (1) assignment which the employee actually works. The health and welfare benefits available to each employee are determined by the actual time worked, but shall not jointly exceed the cost of the equivalent of one (1) position's entitlement to health and welfare benefits.

26.1.2 Job-share assignments shall be limited in number to a maximum of twelve (12) pairs.

26.1.3 The percentage of the FTE that the unit member is on job-share assignment shall be treated as a temporary leave from his/her regular position. No other leave provisions or benefits apply other than those specified in Article 26.

26.2 APPROVAL PROCESS

26.2.1 Unit members interested in participation in the job-sharing program must meet all of the following criteria to apply:

26.2.1.1 Permanent status with the District.

26.2.1.2 Appropriate credentials for the proposed assignment.

26.2.1.3 Effective rating on all elements of the most recent evaluation.

26.2.2 Job-sharing assignments shall be voluntary and shall be limited to a term of one (1) school year, with renewal by mutual agreement.

26.2.3 A written plan for a job-sharing assignment shall be presented to the administrator for approval by May 1 of each school year and referred to the appropriate manager(s) and then to the District for final approval. The on-site administrator shall annually evaluate the job-share participants' program and submit this to the Assistant Superintendent, Personnel Services.

26.2.4 The granting of a job-share assignment shall be within the sole discretion of the District and its determination of what is in the best interest of the District.

26.3 COMPENSATION, FRINGE BENEFITS, AND SICK LEAVE

26.3.1 Job-sharing unit members shall be entitled to all appropriate provisions in the Agreement in the same proportion that their assignment bears to a full year's assignment.

Should either partner desire to relinquish his/her proportional share of the one (1) fringe benefit package to the other he/she may do so, provided that a written agreement delineated the exact particulars of the relinquishment, is signed and dated by both Parties. This agreement shall be attached and incorporated into the job share contract, and can be dissolved only by mutual consent of both Parties with the concurrence of the District.

26.3.2 Job-sharing unit members shall be entitled to accumulate days of service from year to year, equivalent to a proportionate full-time assignment.

26.4 JOB-SHARING RESPONSIBILITIES

26.4.1 Absences shall be covered by the job-share partner (with payment at the daily or proportionate substitute rate) or by a District-provided substitute. Trading of workdays by job-share partners shall be at the discretion of the principal or designee.

26.4.2 All job-sharing participants will attend all staff meetings, open houses, parent conferences, inservice training, and complete all other professional obligations at the discretion of the principal/designee or in accordance with the approved job-share proposal.

26.5 RETURN TO FULL-TIME POSITION(S)

26.5.1 All job-share assignments shall be for a term of one (1) year with a waiver by the affected unit members of any right to return to full time service within that year except as provided below.

26.5.2 If a particular job-share assignment is determined by the District to be ineffective during the course of the school year, the District may terminate the job-share assignment immediately and return the unit member to either his/her prior level of FTE or continue at the job-share FTE level of a regular assignment within the same classification at the District's discretion.

26.5.3 In the event that one (1) job-sharing unit member is unable to complete the assignment due to illness or other unforeseen circumstance, and in the further event that another qualified job-sharing unit member satisfactory to the District is unavailable to assume the job-share assignment, the District may terminate the job-share assignment and return the remaining job-share unit member to full-time service.

26.6 A unit member participating in the job-share program shall not be eligible for a reduced work load, as specified in Article 14.

ARTICLE 27

INSTRUCTIONAL STANDARDS

27.1 It is the policy of the District that all instruction shall be fair, accurate, thorough, objective, and appropriate to the District curriculum and applicable law. It is also the policy of the District that instruction be appropriate to the diverse community needs and the needs and values of our varied cultures and heritages. Instructional standards are essential to the fulfillment of this policy, and the District acknowledges the fundamental need to protect unit members from any contractual violation or unlawful censorship or unlawful restraint which might interfere with the unit member's obligation to pursue academic excellence in the performance of their teaching functions.

27.2 A unit member may introduce lawful political, religious, or other material, provided it adheres to the state and District adopted curriculum and is relevant and appropriate to grade level and course content.

27.2.1 A bargaining unit member will make every effort to offer differing points of view. Each teacher shall promote an atmosphere in the classroom which is conducive to free and open inquiry.

27.2.2 In performing teaching functions, unit members may express various and differing opinions on all matters relevant to the course content, in an objective manner. A unit member, however, shall not utilize his/her position to indoctrinate students with his/her own personal, political, and/or religious views.

SIGNATURE PAGE

for the
Agreement

Between

The Carlsbad Unified School District

and

The Carlsbad Unified Teachers Association

CTA/NEA

July 1, 2008 through June 30, 2009

For the Carlsbad Unified
School District

For the Carlsbad Unified
Teachers Association

John Roach, Ed.D
Superintendent

Henry Kim
President, CUTA/CTA/NEA

March 2, 2009
Date

March 2, 2009
Date

186 Work Day Certificated Salary Schedule

Appendix A
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196 Work Day Certificated Salary Schedule

Appendix A
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CERTIFICATED SALARY INDEX SCHEDULE

Step	Credential or BA	Credential w/BA + 30	Credential w/MA or w/BA + 60	Credential w/MA + 15	Credential Doctorate or MA + 30 or NBC
1	1.00	1.045	1.09	1.135	1.18
2	1.065	1.11	1.155	1.2	1.245
3	1.13	1.175	1.22	1.265	1.31
4	1.195	1.24	1.285	1.33	1.375
5	1.26	1.305	1.35	1.395	1.44
6	1.325	1.37	1.415	1.46	1.505
7	1.39	1.435	1.480	1.525	1.57
8	1.455	1.5	1.545	1.59	1.635
9	1.52	1.565	1.610	1.655	1.7
10	1.585	1.63	1.675	1.72	1.765
11	1.65	1.695	1.74	1.785	1.83
16*	1.782	1.822	1.882	1.912	1.972
20**	1.872	1.922	1.982	2.012	2.072
24***	1.962	2.022	2.082	2.112	2.172

The requirement for advancement to Step 16 is four (4) years of certificated service in the Carlsbad Unified School District after a year of certificated service on Step 11. (See Article 12.7.1).

** The requirement for advancement to Step 20 is eight (8) years of certificated service in the Carlsbad Unified School District after a year of certificated service on Step 11. (See Article 12.7.2).

*** The requirement for advancement to Step 24 is twelve (12) years of certificated service in the Carlsbad Unified School District after a year of certificated service on Step 11. (See Article 12.7.3).

NBC means National Board Certification

CARLSBAD UNIFIED SCHOOL DISTRICT
COMPENSATION SCHEDULE FOR CO-CURRICULAR ACTIVITIES

(The base salary found at Step #1, Column 1, of Appendix A shall serve as the basis utilized for computing stipends under Appendix C.)

FRINGE BENEFITS UPDATED TO CURRENT PLAN LEVELS

DENTAL INSURANCE:

The District agrees to provide family dental benefits with the current Delta Care/DMO Plan or the current Delta Dental Service Incentive Plan, which provides coverage on routine dental services at the appropriate level (70%, 80%, 90%, and 100%). Maximum benefit per calendar year for dental services is \$1,000. Major dental services such as bridgework, partials, and dentures are covered at 50 percent no matter what incentive level unit member has attained.

VISION INSURANCE:

The District agrees to provide family vision benefits for unit members as contained in Vision Service Plan, which provides one (1) vision examination per year with a \$25 co-payment, and frames/lenses every 12 months.

LIFE INSURANCE:

The District agrees to provide a \$40,000 level term life insurance plan for unit members actively at work with at least a 60 percent contract. With an additional \$5,000 benefit for spouses and dependent children between the ages of six (6) months to 21, or to age 23, if full-time students.

MEDICAL INSURANCE:

The District agrees to provide the following medical benefits effective January 1, 2009, through December 31, 2009 for all unit members and their dependent(s), subject to the specified conditions:

CUSD MEDICAL PLAN COMPARISON
(INSERT)

SECTION 125 FLEXIBLE BENEFITS PLAN:

The district offers a Section 125 Flexible Benefits Plan which allows pre-tax payroll deductions for Dependent Care and Medical Reimbursement, in addition to Premium Conversion to a pre-tax status. To follow IRS regulations, all eligible employees must sign an election form to re-enroll or decline participation annually.

OPEN ENROLLMENT:

Unless otherwise mutually agreed to or if an insurance company has good cause to differ, Open Enrollment for all unit members will occur during the month of September with changes to be effective January 1. The new employees are taken care of when hired.

ENROLLMENT:

Unit member with a 60 percent or more assignment shall receive the District's full contribution toward fringe benefits. Unit members with less than a 60 percent assignment should receive a prorated District contribution, with the exception of life insurance, which is not available for member with less than 60 percent assignment.

BLOCK SCHEDULE

1. Within ten consecutive instructional days, teachers shall receive five (5) instructional blocks for preparation, or the equivalent.
2. Within ten consecutive instructional days, teachers shall be assigned twenty-five (25) instructional blocks as teaching periods, or the equivalent (equivalent is defined as an assignment requiring teacher certification, involving instruction, student service/guidance, supervision, or resource to teachers assisting students).
3. No employees may teach more than three (3) two (2) hour teaching blocks within a given day.

Employees shall normally be on a rotating schedule of:

Three (3) instructional blocks with no prep block, or

Two (2) instructional blocks and one prep block.

4. The number of instructional minutes will be consistent with past district practice with no increase to the teacher in student contact time when calculated on a semester or yearly basis.
5. Modified block schedules will be implemented when necessary to maintain consistency in teaching and preparation period minutes assigned to employees (i.e., assembly schedule).
6. The following procedures will establish the staffing for the block schedule instructional program:
 - A. Registration enrollment by department for individual courses will be published and distributed to all staff.
 - B. Sections will be allocated to departments based on the following criteria:
 - 1.) Course Considerations
 - a. Required/core
 - b. Workstation/facility capability
 - c. Class sizes limited by mandates
 - d. Special funded (Bilingual, ESL, GATE)
 - e. Elective
 - f. Pilot Program
 - g. Curriculum innovation/implementation
 - 2.) Student Considerations
 - a. Special education
 - b. GATE/AVID
 - c. Developmental/basic
 - d. Bilingual/ESL/sheltered
 - e. Alternative education
 - f. Modified programs (e.g., P.E.)

- 3.) Student Considerations
 - g. Special education
 - h. GATE/AVID
 - i. Developmental/basic
 - j. Bilingual/ESL/sheltered
 - k. Alternative education
 - l. Modified programs (e.g., P.E.)
- 4.) Teacher Consideration
 - a. Credential(s) held
 - b. Number of teaching preparations
 - c. Multi-site assignment
 - d. Individual teacher request(s)
 - e. Multi-department assignment
- C. The principal will post the number of sections allocated for each department based on the criteria cited above.
- D. Each department will submit a tentative master schedule for the department approved by a majority vote of the department.
- E. The principal will develop and distribute a tentative master schedule based upon information from the department no later than three days prior to the end of each semester for the ensuing year.
- F. By the end of the second week of each semester, the principal will post actual class enrollment numbers.
- G. Teachers, departments, and administration will mutually problem-solve issues of class loading equity within the department.
- H. For purposes of department decisions covered by this side letter of agreement, each department member shall have one vote for each section taught in the department.

The District and the Association shall monitor the number of assigned teaching periods vs. preparation periods vs. unassigned periods of every employee. Every effort shall be made by the site to equalize the assignment schedules and class size load for all employees.

It is agreed by the District and the Association that, should the block scheduling no longer continue, the language of 7.4 of the July 1, 1992, to June 30, 1995, Agreement shall immediately be reinstated, unless otherwise renegotiated by both parties.

FAMILY CARE AND MEDICAL LEAVE

A unit member may request Family Care and Medical Leave for up to 12 workweeks for one of the following reasons, according to conditions stated in Article 16.9.1:

1. Because of the birth of a child of the employee;
2. Because of the placement of a child with the employee for the employee's adoption or foster care of the child;
3. In order to care for an employee's child, parent, or spouse who has a serious health condition;
4. Because of the employee's own serious health condition that makes the employee unable to perform the functions of the position held by the employee, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions.

An employee's family care and medical leave shall not exceed 12 workweeks during any 12-month period. This 12-month period shall coincide with the fiscal (school year) year.

"Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependant child.

"Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian.

"Serious health conditions" means an illness, injury, impairment, or physical mental condition that involves either inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision by a health care provider.

An employee who requests leave to care for a child, a spouse, or a parent who has a serious health condition may be required by the District to submit a certificate from the health care provider verifying the date on which the serious health condition commenced, the probable duration of the condition, an estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring the care, and a statement that the affected individual's condition warrants the participation of a family member to provide care. If additional leave is needed after the time estimated by the health care provider expires, the employee shall provide re-certification in the same manner specified above.

If an employee's need for family care and medical leave is foreseeable, reasonable advance notice shall be given. Where the need for family care and medical leave is known more than 30 days before the leave is to begin, the employee must provide 30 days written notice to the Assistant Superintendent, Personnel Services. Where the need for leave becomes known less than 30 days before the leave is to begin, where possible, the employee is to give five (5)

days written notice. When leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. This scheduling shall be subject to the health care provider's approval.

The District requires an employee to use any paid accrued time off, other than accrued sick leave, during the family care and medical leave. The District requires the employee to use any accrued sick leave that employee is otherwise eligible to take during family care and medical leave for the employee's own serious health condition.

Leave taken for worker's compensation or short-term disability which meets the state or federal requirements relating to a serious health condition will run concurrently with family care and medical leave.

All unpaid leave available to employees under this Article will be substituted by the District to be taken by the employee concurrently with the employee's family care and medical leave.

Leave taken for disability on account of pregnancy, childbirth, or related medical condition shall be taken pursuant to Government Code Section 12945 and shall be taken in addition to family care and medical leave for a period not to exceed four months. During the employee's pregnancy disability leave, such employee may use any accrued vacation, sick time or other paid leave.

While an employee is on family care and medical leave, the District shall maintain and pay for the employee's health coverage at the same level and under the same conditions under which the District would have provided health coverage if the employee had continued working rather than taken a leave. This obligation to make employee contributions commences on the date leave first begins and continues up to a maximum of 12 workweeks in a 12-month period. The District may recover the District's contribution to the employee's health coverage if the employee fails to return from leave for reasons other than the continuation, recurrence, or onset of a serious health condition that otherwise entitles the employee to take family care, and medical leave or for other circumstances beyond the employee's control.

When both parents are employed by the District, "child rearing" leave connected with the birth, adoption, or foster care of a child shall cumulatively be no greater than 12 workweeks.

At the conclusion of the family care and medical leave, the employee shall be returned to the same position classification held by the employee and at the same geographically approximate work site the employee worked at prior to the commencement of the leave. In some instances, reinstatement may be denied to employees who are among the 10 percent of the highest paid employees working for the District.

Appendix G

AB 825 (or any program named a future date to replace it)

Effective July 1, 2007, the work year for all bargaining unit members shall be one hundred eighty six (186) or 196 as applicable. The equivalent of three (3) of the workdays will be designated as staff development days and will occur outside of the instructional days.

Using the district-adopted data collection system, employees must document participation in the AB 825 Professional Development program and verify completion of all related requirements, including District reporting and compliance mandates. Prior approval from the Assistant Superintendent of Instructional Services (or designee) must be obtained on all AB 825 activities.

Continuation of the AB 825 program is contingent upon continued funding from the state. Should the state reduce or eliminate funding in the future, the salary schedule enhancement shall also be reduced or eliminated proportionately, and the work year reduced by the corresponding number of days.

Employees who do not participate and/or provide documentation of participation in the AB 825 Professional Development program and verify completion of all related requirements using the aforementioned system will be paid the proportion of documented completion multiplied by their daily rate of pay up to three days. These requirements include adherence to district-adopted procedures and timelines for submission and approval of documentation.

Part-Time Staff and Employees hired after the beginning of the school year:

Teachers working less than a full 1.0 FTE participate in the AB 825 Professional Development program up to the proportion of their FTE.

CUSD and CUTA will collaborate to monitor, evaluate, and improve program effectiveness.

NORTH COASTAL BTSA CONSORTIUM AGREEMENT

The Parties agree to the provisions of the North Coastal BTSA Consortium Agreement, which was accepted by the Board of Trustees at the regularly scheduled board meeting of March 10, 1999.

APPENDIX H

Side Letters

And

Memorandums of

Understanding

**SIDE LETTER
BETWEEN
CARLSBAD UNIFIED SCHOOL DISTRICT & CUTA

BTSA**

For the duration of the 2008-2009 school year, Article 24.11.1 shall be amended in the following manner:

For the 2008-2009 school year, a BTSA selection panel consisting of seven (7) members; three (3) administrators selected by the District and four (4) certificated classroom teachers selected by the process established by CUTA, shall consider applications for the appointment of BTSA Support Providers.

It is the intent of CUTA and CUSD that the PAR Panel shall convene and provide peer assistance as outlined in Article 24.

Released BTSA Support Providers shall be paid a salary which is equivalent to the salary he/she would be earning had he/she not accepted the full-time Support Provider assignment and shall retain all other rights and benefits of other full-time bargaining unit members.

BTSA Support Providers, at their own discretion, shall be compensated either at the non-instructional hourly rate or provided the equivalent amount of release time for their voluntary time beyond the 37.5 hour work week. All non-instructional hours must be pre-approved by the supervising administrator of the BTSA Support Providers.

The staffing ratio of beginning teachers to mentors shall be 16-1 for the duration of the 2008-2009 school year.

This letter will sunset on June 30, 2009.

- Agreement to this side letter is contingent on CUSD's agreement to the following change in Articles 7.6.1 and 7.6.2:

Revised 7.6.1

As determined by the site administration, elementary and middle school sites may schedule up to two (2) after school/evening programs in any academic year which require staff attendance. High schools will not exceed four (4) after school/evening programs in any academic year and duties shall not occur outside of the District. Special programs, generated by unit members and not requiring attendance, may occur beyond the stated requirement.

**SIDE LETTER
BETWEEN
CARLSBAD UNIFIED SCHOOL DISTRICT & CUTA**

**CALAVERA HILLS MIDDLE SCHOOL PREP TIME
2008-2010**

Preparation period allowances for employees in grades 6-8 (Middle Schools) shall normally be five (5) teaching periods and one (1) preparation period daily. With the approval of a majority of the CHMS certificated staff, alternate schedules may be adopted. For alternate schedules, the number of instructional minutes and prep time will be consistent with past district practice with no increase in student contact time when calculated on a semester or yearly basis.

This side letter expires June 30, 2010.