

EAST WHITTIER CITY SCHOOL DISTRICT

and

EAST WHITTIER EDUCATION ASSOCIATION

CONTRACTUAL AGREEMENT

2017-2020

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ARTICLE I
AGREEMENT

1. The articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the East Whittier City School District (“District”) and the East Whittier Education Association, an affiliate of the California Teachers Association and the National Education Association (“Association”), an employee organization.
2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540 - 3549 of the Government Code (“Act”).
3. This Agreement shall remain in full force and effect from the first workday of the 2017-2018 school year through and including August 31, 2020 or until a successor agreement is negotiated. This Agreement may be reopened by either party consistent with the provisions outlined in Article IV. During that reopening period, each party may reopen Article XIX, Salaries, plus one other Article during the term of this agreement. Article VXII, Benefits, shall remain closed and not be subject to reopeners for the term of this agreement.

ARTICLE II

RECOGNITION

1. Pursuant to Section 3544.1 of the Government Code, the District recognizes the Association as the exclusive representative of a bargaining unit of the District's employees, which unit shall include all certificated employees of the District, excluding only employees in the following positions (or equivalent positions which may be established by the District from time to time):

- Superintendent
- Assistant Superintendent
- Director
- Coordinator
- Principal
- Assistant Principal
- Substitute Teacher
- Home Teacher
- Program Specialist

Such certificated positions not hereby excluded are as follows:

- Permanent Teacher
- Probationary Teacher
- Temporary Teacher
- Intern Teacher
- Intervention Specialist
- Itinerant Teacher
- Program Developer/Teacher Trainer
- Psychologist
- Speech Teacher
- Counselor/Social Worker
- Nurse
- Permit Teacher-School for the Severely Handicapped
- Contract Substitute Teacher

2. Classroom teaching responsibilities are to be performed by certificated bargaining unit members unless no unit members are interested in or qualified to perform the work.

ARTICLE III

DEFINITIONS

1. "Certificated employee" (unless specifically referred to in this Agreement as "teacher", "nurse", "psychologist", or "counselor/social worker") means any employee who is included in the appropriate unit, as defined in Article II, and is therefore covered by the terms and provisions of this Agreement.
2. "Day" means any day on which the District Office is open for business.
3. "School Day" means the amount of time each day students are required to be in school.
4. "Daily Rate of Pay" means the certificated employee's annual salary divided by the number of days he/she is required by the Agreement to be present or, for a part-time certificated employee, the certificated employee's annual salary divided by the number of days he/she is required by the Agreement to be present multiplied by the F.T.E. rate.
5. "Hourly Rate of Pay" means the daily rate of pay divided by seven and one-half (7-1/2). Psychologists and Counselors/Social Workers' daily rate of pay will be divided by eight (8) hours.
6. "Board" means the Governing Board of the District, sometimes referred to as the Board of Education.
7. "Registered Domestic Partner" means two members of the same sex, sharing a common residence. Domestic Partner also means members of the opposite sex, sharing a common residence, not married to anyone else, where at least one person is over age 62 and meets the eligibility requirements of Social Security. For purposes of this Agreement, such Domestic Partner must have filed a "Declaration of Domestic Partnership" and be registered with the State of California and have submitted a copy of such declaration in the District's Personnel Services Office.

ARTICLE IV

NEGOTIATIONS AND MEETING PROCEDURES

1. At the second regular Board meeting in March, the Association shall present its proposals for a re-opener or successor Agreement to the Board. At the second regular Board meeting in April, the Board shall present its proposals for a re-opener or successor Agreement to the Association and the public.

Not later than May 15, the District and the Association shall meet and negotiate in good faith within the scope of representation, as provided in Section 3543.2 of the Government Code. Any agreement so negotiated will be reduced to writing and signed by the District and the Association.

2. The District and the Association agree to meet and negotiate any impact of the implementation of the Every Student Succeeds Act (also known as "ESSA") legislation if those issues come under the scope of bargaining and are not currently covered by this Agreement. If and when such issues arise, the Association shall submit written proposals to the District.
3. Either party may utilize the services of outside consultants to assist in the negotiations, such consultants not to include any bargaining unit members.
4. The District and the Association may discharge their respective duties by means of authorized officers, individuals, representatives, or committees, subject to the limitations specified in this Agreement. Any agreement reached and signed shall not take effect until and unless it is ratified by the Association and the Board. The foregoing provision shall not be deemed to waive the District's rights under Section 3546(a) of the Government Code.
5. All meetings for negotiation shall take place at the headquarters building of the District, the office of the East Whittier Education Association, or at another location if mutually agreed.
6. No more than four (4) certificated employees shall participate in meetings for negotiation as members of the Association's bargaining team. No more than four (4) District representatives shall participate in meetings for negotiation as members of the District's bargaining team.
7. The Association's bargaining team shall have mutually agreed upon release time in accordance with law for the negotiation of any re-opener or successor agreement.
8. In the event that such future negotiations reach an impasse as defined in Section 3540.1(f) of the Government Code, the parties will proceed under the impasse procedures described in Article 9 of Chapter 10.7 (Sections 3549 et seq.) of the Government Code.

ARTICLE V

ASSOCIATION RIGHTS

1. The Association and its members shall have the rights provided to a representative in Section 3543.1(b.) of the Government Code.
2. The Association shall have the right to post notices of its activities and matters in readily accessible spaces designated by the District on District bulletin boards, at least one (1) of which shall be provided in each school in an area designated by the District for certificated employee use, such as certificated employees' lounge or workroom. The Association may have reasonable access to the intra-district mail and fax services and certificated employee mailboxes for communications to certificated employees. The District shall not be responsible for sorting Association mail into the boxes of individual certificated employees at schools.
3. Authorized representatives of the Association shall be permitted to transact official Association business on school property following the same procedure for access at the school generally available to the public, including checking in at the school office. Unless otherwise mutually agreed upon, an Association representative shall not enter a classroom while class is in session.
4. The name, address and assigned location of any new or transferred certificated employee shall be provided to the Association within ten (10) days of the certificated employee's first day of service or transfer to the District, unless the certificated employee specifies that such information shall not be furnished.
5. The Association President or designee shall have the right, subject to reasonable notice to his/her immediate supervisor and the Assistant Superintendent of Personnel Services or designee, to be released from his/her duties for Association business not to exceed the equivalent of thirty (30) days per school year. The Association shall reimburse the District for the cost of any substitute employed to replace the President or designee during these release times.
6. The Association President shall also have the right to one day per week of release time to conduct Association Business, not to exceed thirty-six (36) days per school year. The Association and District shall negotiate a rate of pay for the substitute teacher (President's Release Substitute) employed for this release time. The rate for the President's Release Substitute (PRS) will be listed on the District substitute rate sheet.

In order to provide continuity for students, whenever possible the President's Release Substitute teacher will substitute for the Association President anytime he/she is absent.

- a. When the Association President is absent for illness, personal necessity or school business, the District will have the PRS substitute for the Association President, if possible, and will pay the PRS the negotiated rate of pay.
 - b. When the Association President uses any of the 30 days that are allotted to the Association for business, the District will have the PRS substitute for the Association President, if possible, and the Association will reimburse the District for the negotiated rate of pay.
 - c. When the Association President is absent on CTA/NEA business it is understood that CTA/NEA will reimburse the District only at the regular substitute rate. It will be the option of the District to either pay the difference in order to use the PRS, or to use a different substitute for those days.
7. In accordance with District and school policies, the Association shall have the right to make advance arrangements for meetings and other Association activities to use school facilities and equipment when school is not in session.
8. The District and the Association shall furnish to each other any information or documents which are reasonably necessary for each to fulfill its role in the negotiation process, to the extent such documents are not communications among the members of the management of the District or otherwise confidential. The District agrees to work in good faith to furnish such information in a timely manner. Only one (1) copy of any document requested hereunder need be furnished, which shall be at the expense of the requesting party at a cost of five cents (\$.05) per page. The Association shall be entitled to four (4) free copies of the Board's agenda packet (excluding any closed session material).
9. Association meetings of certificated employees shall take place as follows, unless otherwise mutually agreed upon:
 - a. The meeting takes place in its entirety before or after a school site's scheduled workday.
 - b. The meeting takes place in its entirety during the duty free lunch period of the certificated employees involved.
 - c. No Association meeting shall conflict with a staff or in-service meeting called by a principal or other District manager, but no District meeting shall be called for the purpose of interfering with a duly scheduled Association meeting.
 - d. Time will be provided at the conclusion of staff meetings, if requested, for Association business.

- e. Association meetings are for EWEA members only. Guests are by invitation of the Association representative.
10. A list of members of District Committees on which teachers are serving will be provided to the Association in a timely manner. The Association shall designate one member of the Committee to act as a liaison between the Committee and the Executive Board of the Association. If there is no suitable candidate, the Association shall submit additional names from which a liaison will be selected.

ARTICLE VI

DISTRICT RIGHTS

1. The District shall have within its complete discretion, except as explicitly described in this Agreement, all of the rights normally possessed by a public school district in the State of California. The said rights shall include but shall not be limited to those described in Sections a through u below.
 - a. Determine the location and number of schools; build, lease, rent, occupy, vacate, demolish, sell, or relocate school or administration buildings.
 - b. Establish, move, sever, or consolidate school attendance area boundaries and/or the boundaries of the District itself.
 - c. Assign students to school attendance areas or classes or grades; determine matters relating to transportation of students to and from schools (not including hours of employment of certificated employees); establish and administer student medical care, welfare, and attendance policies; suspend, exempt, expel, and/or exclude students (except to the extent safety of certificated employees is involved).
 - d. Recruit, hire, assign, evaluate, promote, terminate, and discipline certificated employees.
 - e. Establish and administer wages, hours, and other terms and conditions of employment of non-bargaining unit employees.
 - f. Determine summer school programs, if any, and assign certificated employees to summer school positions.
 - g. Establish new positions or classifications within the bargaining unit.
 - h. Assign certificated employees during working hours to specific in service/staff development activities which are designed to improve their performance in the classroom and to provide substitutes for the certificated employees so assigned.
 - i. Establish and administer any affirmative action or integration policy which affects certificated employees.
 - j. Establish and administer budgets, budget procedures, and methods of raising revenue. This provision is not intended to exclude bargaining over wages or working conditions defined in Government Code Section 3543.2.

- k. Establish and administer standards and procedures for the retirement of certificated employees.
 - l. Make decisions and negotiate based on the welfare of students and the use of resources.
 - m. Determine the time and hours of operation.
 - n. Determine the kinds and levels of services to be provided and the methods and means of providing them.
 - o. Establish District educational policies, goals, and objectives.
 - p. Ensure the rights and educational opportunities of students.
 - q. Determine staffing patterns.
 - r. Determine the kinds and number of personnel required.
 - s. Maintain efficiency of District operations.
 - t. Determine the curriculum with consultation from teaching staff.
 - u. Take action on a matter in the event of an emergency, as defined in Section 3.
2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States.
 3. The District retains its right to implement, amend, modify, or rescind employment and educational policies and practices referred to in this agreement in cases of emergency. An emergency is a natural or human catastrophe such as fire, earthquake, flood, or large-scale student disturbance. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the provisions of Article VII, "Grievance Procedure". The District agrees to refrain from arbitrary and capricious conduct and act in a reasonable manner in exercising its rights in an emergency situation.
 4. This article is not intended, nor shall it be construed as expanding the rights of the District beyond statutory and constitutional limits or waiving the rights of employees under the Education Code or other statutes on constitutions.

ARTICLE VII

GRIEVANCE PROCEDURES

Informal Settlement of Disputes

1. It is the intention of the parties that all disputes and complaints be settled informally at the lowest possible administrative level with the least possible loss of time.
2. To that end, certificated employees and management representatives will, whenever possible, meet in informal conferences to settle disputes before they become grievances.
3. Any informal personnel conferences between a management representative or other supervisor and a certificated employee, called by the management representative, shall not be deemed to be part of the grievance process.

Definitions

1. A “grievance” is a claim, by one or more certificated employees covered by this Agreement or the Association, that there has been a violation of any specific provision or provisions of this Agreement which adversely affects the certificated employee or employees or the Association.
2. A “grievance” does not include any allegation that the District has acted or failed to act with regard to any specific provision or provisions contained in Article VI, “District Rights” of this Agreement.
3. “Workday” is any day in which the grievant is required by contract to render service.

Formal Procedure, Level I

1. If the matter is not resolved informally, the grievant, or the Association, may submit the claim as a formal grievance no later than fifteen (15) workdays after the alleged violation or within fifteen (15) workdays of when the grievance first came to the attention of, or in the exercise of reasonable diligence would have come to the attention of the grievant.
2. Written Grievance. Grievances shall be filed in writing either on the District Grievance Form (Attachment A) or in a similar format that contains the following information:
 - Name of Grievant
 - School or Department
 - Position
 - Date and Time of Grievance
 - Collective Bargaining Agreement (Article and Section)

- Statement of Grievance
- Remedy Desired
- Date Filed
- Signature of Grievant

3. Within ten (10) workdays after receipt of the written grievance by the principal or immediate supervisor, the principal or immediate supervisor shall meet with the aggrieved and/or an Association Representative, if requested by the aggrieved, in an effort to resolve the matter.
4. Within ten (10) workdays after receipt of the written grievance, or five (5) workdays after the Level I meeting, the principal or immediate supervisor shall render a response in writing, together with reasons if denied.

Formal Procedure, Level II

1. Within ten (10) workdays of receipt of the response at Level I, or if no response is provided within the required time, if the grievant is not satisfied with the response, the grievance may be appealed to the Superintendent, or designee.
2. The notice of appeal shall be in writing.
3. Within ten (10) workdays after receipt of the written appeal, the Superintendent or his/her designee shall meet with the aggrieved teacher and an Association Representative, if requested by the aggrieved, in an effort to resolve the matter.
4. Within ten (10) workdays after the receipt of the written appeal, or five (5) workdays after the Level II meeting, the Superintendent or designee shall forward a response in writing to interested parties.

Formal Procedure, Level III

1. If the aggrieved is not satisfied with the response at Level II, or if no response is rendered within the time limits specified in #3 and #4, the grievant may request that the Association submit the grievance to arbitration.
2. If the Association decides to send the grievance to arbitration, notification of such must be sent to the Superintendent within ten (10) workdays of receipt of the Level II response.
3. An Association Representative and the Superintendent, or designee, shall meet within five (5) workdays to attempt to agree upon an arbitrator.
4. If agreement is not reached within five (5) workdays thereafter, either party may request the State Conciliation and Mediation Service or the American Arbitration Association to

submit a list of seven (7) arbitrators to hear the dispute. Within ten (10) workdays of receipt of the list, the parties shall select an individual from the list supplied by the alternate strike method. The parties agree to notify the arbitrator immediately to schedule a hearing.

Formal Procedure, Arbitration Hearing

1. The arbitrator shall convene the hearing at the earliest possible mutually agreeable date to consider evidence and arguments.
2. All fees, expenses and costs of the arbitrator shall be paid by the party against whom the decision is rendered. The costs of a reporter's transcript, if requested and furnished to both parties, shall be shared equally. If the decision of the arbitrator is not entirely favorable to either party, the arbitrator shall decide the cost liability of each party. Each party shall bear the expense of presenting its own case.
3. The award of the arbitrator shall be binding.
4. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
5. The arbitrator shall only find whether there has been a violation of the expressed terms of this Agreement and, if there has been such a violation, the arbitrator shall order an appropriate remedy.

Individual Grievance

1. The Association may designate a member of the Bargaining Unit to serve as a representative to any grievant. However, any member of the Bargaining Unit may at any time present grievances to the District and have such grievances adjusted without the intervention of the exclusive representative as long as the adjustment reached is prior to Level III and the adjustment is not inconsistent with the terms of this Agreement.
2. The District shall promptly provide to the Association, through its President, or designee, the grievance and all written responses, appeals and other documents related to the individual grievance. The Association shall be permitted to file a written response to any such documents.
3. No individual grievance shall be finally resolved before the date the Association has received a copy of the proposed resolution, and has been given five (5) workdays to file a response.

General Provisions

1. The Association on its own behalf or on the behalf of an affected employee may initiate a grievance.
2. The Association may represent a bargaining unit member at any level in the grievance procedure. The District may reasonably assume the Association has full authority to act for the aggrieved bargaining unit member when it purports to so act.
3. The Association representative may, in addition, include a non-bargaining unit member or a consultant to the Association. This contract does not limit the Association from designating non-bargaining unit members as representatives in arbitration.
4. Association representatives shall be allowed up to twenty (20) half days of release time for the processing of grievances through all levels specified in this article including the informal settlement of disputes. The said twenty (20) half days shall constitute the total amount of release time for all such representatives. Prior to the utilization of any release time for such purposes, the Assistant Superintendent of Personnel Services or the Director of Personnel Services shall be notified.
5. Since it is important that grievances be settled as rapidly as possible, time limits stated herein are mandatory maximums and may not be waived except by mutual agreement. Waiver of time limits at one level of the grievance procedure does not constitute waiver at any other level.
6. Responses rendered at Levels I and II of the grievance procedure will be in writing setting forth reasons, if denied, and will be transmitted promptly to all parties of interest and to the Association.
7. Failure of the District to render a response within the prescribed timelines shall constitute default and permit the lodging of an appeal to the next level. Failure of the grievant and/or the Association to file a grievance or appeal within the specified timeline will nullify the grievance and the District shall consider the grievance/appeal dropped.
8. If the grievance arises out of the action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved may submit the Level I grievance in writing to the appropriate District level administrator and/or the Assistant Superintendent or designee and the Association directly.
9. No reprisals shall be made against a unit member for participation in the grievance procedure.

ARTICLE VIII

ORGANIZATIONAL SECURITY

1. It is the intent of this article to implement the provisions of SB 1960 (Chapter 893, Statutes 2000) regarding membership dues and fair share service fees.
2. Except as expressly exempted herein, all bargaining unit employees who do not maintain membership in the Association are required as a condition of continued employment to pay service fees to the Association.
 - a. Any certificated employee who is a member of the East Whittier Education Association (EWEA), CTA/NEA, or who has applied for membership, shall continue to have a payroll deduction in the amount equal to the unified membership dues, initiation fees, and the general assessments of the Association.
 - b. Any certificated employee, who prefers to make direct payment to the Association rather than payroll deduction, shall provide written notice to both the District and the Association of such preference prior to September 1 or within fifteen (15) days of initial employment whichever is later. Once this written notification is on file, the direct payment method shall continue unless the employee changes his/her method of payment to payroll deduction by providing written notification to both parties prior to September 1 of the succeeding school year.
 - c. Any certificated employee who is not a member of the EWEA, CTA/NEA, or who does not make application for membership within fifteen (15) days from the date of commencement of teaching duties, the District will automatically deduct and pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessment.
 - d. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from unit members.
3. The Association has the exclusive right to have employee organization membership dues and service fees deducted by the District from the wages or salary of employees in the bargaining unit in accordance with the provisions of this article.
 - a. The District shall cause payroll deductions to be made in accordance with the District's procedures and the Association's dues and service fees schedule or payments to a designated charity set forth in Section 4 in lieu of service fees in case of an employee's bona fide religious objection.

- b. Payroll deductions shall be processed tenthly in accordance with standard District operating procedures. All authorized payroll deductions shall, unless rescinded, continue in effect through the duration of the Agreement or until a new Agreement is ratified.
 - c. The Association may specify a change in the amount of the dues or service fees provided an authorized Association officer submits a written notice to the District for such an adjustment.
 - d. The District shall, without charge, transmit to the Association the sums deducted under this article, except that the District shall transmit to a designated charitable fund sums deducted in lieu of service fees in the case of an employee's religious objection. The Association shall regularly be provided with a list of certificated employees for whom dues, fees, or charitable deductions are being made.
4. a. Any certificated employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, or whose sincere religious beliefs, observances, or practices include such objections, shall not be required to join, maintain membership in, or financially support the Association as a condition of employment. However, such employee shall be required to pay through payroll deduction sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
- 1) Children's Hospital of Los Angeles
 - 2) City of Hope
 - 3) American Cancer Society
- b. The Association shall be the sole determiner of an employee's eligibility to claim a religious objection.
5. The Association shall indemnify and hold the East Whittier City School District harmless as follows:
- a. The Association shall assume the defense of the District in any court action and/or administrative proceeding by unit members challenging the legality or constitutionality of EERA sections 3543(a), 3543.1(d), and 3546.3 and their implementation under this Agreement. The Association shall retain the exclusive right to decide and determine whether any such court action and/or administrative proceeding shall or shall not be compromised, resisted, defended, tried, or appealed.

- b. In any action and/or administrative proceeding referred to in subparagraph a, above, the Association shall pay all reasonable legal fees and costs incurred in the defense of the District; and the amount of any monetary damages, awards, or judgements; or settlement costs arising from such action and/or administrative proceedings.

ARTICLE IX

HOURS OF EMPLOYMENT

1. The work week for teachers and nurses shall not be less than 37.5 hours, based upon a regular work day of 7.5 hours of service, including a 30-minute duty free lunch period. In cases of unscheduled fire drills and emergencies such as disasters and acts of God, the duty-free lunch may be less than 30 minutes. The 7.5 hours of site-based service shall include 30 minutes before the student day begins, and 20 minutes after the site's student attendance hours, excluding minimum days. The remaining time of an employee's flexible 7.5 hour workday shall be worked at the school site before or after those times at the discretion of the unit member. Parties agree that an employee is expected to perform other duties outside the regular workday in accordance with other sections of the article.
2. The parties recognize that professional responsibilities of teachers require their diligent performance of instructional and other responsibilities, including among many others, planning, selecting, and preparing materials for instruction; evaluating work of students; providing for the needs of students (educational and related as described in this document) after the end of the students' instructional day; and all of those duties set forth by way of illustration as "general" and "special" and other duties in this article.
3. Taking into account the professional responsibilities and assignments of certificated employees referred to in this article, a teacher, psychologist, counselor/social worker and/or nurse may be permitted to leave the work site before the end of the regular work day on a limited basis provided that the certificated employee has:
 - completed all professional responsibilities of that day
 - not more than 30 minutes remaining in the regular work day
 - notified the office that he/she is leaving the site.
4. On request, certificated employees will be permitted to leave at the end of the student day to handle an emergency situation, to keep medical or dental appointments or when they are expected to be back at school for an evening meeting, or alternatively, requests may be made for the day following an evening meeting.
5. The work week for a full time psychologist and counselor/social worker shall not be less than forty (40) hours based upon eight (8) hours of service per day, including a thirty (30) minute duty-free lunch period. The eight (8) hours of service shall be structured and directed by the psychologist's and counselor/social worker's immediate supervisor. A good faith effort shall be made by the District to work with the psychologists to keep the number of evaluations manageable. In the event that the number of evaluations

becomes a concern, the Director of Special Education will work with psychologists to find and implement solutions.

6. A lavatory break will be provided in conjunction with regular work assignments. Where regular duty assignments prevent taking a lavatory break, a plan or schedule shall be developed by the site administrator, which shall ensure that all certificated employees have the opportunity for a break. If problems with the schedule arise, they will be resolved with input from the staff.
7. Teachers shall be provided with daily preparation time. Regularly scheduled staff meetings shall normally not occur more than one day per week. At least three days of a regular work week shall be available to the individual teacher to plan, conference with students and/or parents, review student progress and schedules, and evaluate and correct student work. A good faith effort will be made to schedule SST and IEP meetings on the other two days of the week.
8. Teachers are not required to remain with their students during PE Coach time which is designed for teacher collaboration/planning.
9. Grade 4-5 teachers will receive on average, in a normal month, at least 200 minutes for planning time (use to be determined by the individual teachers) in lieu of PE instruction. The scheduling of this planning time shall be determined at the individual school sites. One teacher is required to remain with students during PE Aide time which is designed for teacher planning.
10. All schools will have approximately one hour of collaboration time per week. Currently, this occurs on Early Release Days. The time is to be used for discussion/analysis/implementation of curricular content, target students, strategies and activities, student data and student work.
11. Teachers shall not receive extra pay for extra duty during their regular work day, except for:
 - a. The supervision of student teachers or interns. Compensation for such supervision shall be limited to the amount received from the institution sponsoring the student teacher or intern.
 - b. On those rare occasions when a substitute is requested and the District is unable to obtain a substitute teacher and a classroom teacher chooses to cover a class or accept students from the class that does not have a substitute. Compensation shall be at the top level of the short-term substitute rate for the portion of the school day that the teacher has extra students. If this instruction is less than a full day but at least fifty (50) minutes for grades K-5 and one full period for grades

6-8, the pay shall be in quarter-day increments at the elementary level and in period increments at the middle school level. The compensation shall be divided equally if more than one teacher accepts the students from the class. However, total compensation shall not exceed the substitute rate.

- c. If a teacher is required to change classrooms involuntarily at the same site, she/he shall receive one day of compensating time off.

12. Middle school teachers will be provided with a staggered duty-free preparation period within the student-contact day. The preparation period is an integral part of the teaching day, and teachers will be at school actively participating in instructional responsibilities. The uses of the preparation period shall include, but are not limited to the following: preparing lessons, grading papers, calling or meeting with parents, collaborating with other teachers/specialists/administrators, holding or attending IEP meetings, and other related activities.

- a. A teacher who is asked by an administrator or designee and agrees to substitute during his/her preparation period for another teacher who is absent, will be compensated for one hour at his/her hourly rate of pay.

- b. Special Education Mild/Moderate teachers shall not receive an additional preparation period other than the one designated preparation period which may be used for testing individual students, preparing IEP documents, holding IEP meetings, planning lessons, grading papers, calling or meeting with parents, collaborating with other teachers/specialists/administrators, etc. Special Education Moderate/Severe teachers do not have a specified designated preparation period, but, are allowed to work together to allow time for testing individual students, preparing IEP documents, holding IEP meetings, planning lessons, etc.

- c. Teachers assigned to the Alternative Learning Center (ALC) do not have a specified designated preparation period, but will not be assigned a "homeroom" period.

13. When additional period assignments are needed, all site middle school teachers will be informed of this opportunity prior to selection for the assignment. Any teacher who volunteers and is selected to teach an additional period in lieu of his/her preparation period for at least one quarter/semester shall be compensated by having his/her salary increased by eighteen percent (18%) for the duration of the additional assignment. It is understood by both parties that a teacher is making a commitment to teach the additional period in lieu of his/her preparation period for the full length of the course. (Some courses may be for only one quarter/semester while others would be for the full length of the school year.) In order to be considered for this additional period, volunteers must meet the credential requirement(s) for the assignment. If more than one teacher volunteers for the position, the assignment will be made on a rotating basis of qualified

volunteers. A record of the volunteers will be maintained and a copy will be provided to the Personnel Services Department so that the rotation applied can be monitored for equity and consistency. An attempt will be made to keep these assignments at a minimum.

14. Teachers shall not be paid overtime, except for work on State legal holidays when the teacher's regular hourly rate shall be paid, up to a maximum of seven and one-half (7.5) hours per such holiday, with any additional hours worked to be treated as uncompensated additional duties.
15. A good faith effort will be made to gain input from teachers in the planning of the teacher duty schedule. The following are helpful suggestions to be considered when creating the teacher duty schedule:
 - a. Rotate schedule when beneficial (duty, location and times).
 - b. Shift groups/positions to avoid the same teachers having the less desirable weeks and time of day (such as first week of school, teacher conference week).
 - c. Consider all instructional staff.

Definition of Duty:

- a. Required supervision of students, within student contact time, and on the duty schedule.

Frequency of Duty:

- a. Typically one (1), no more than two (2) duties assigned per week.

Duty Time:

- a. A good faith effort will be made to keep total duty minutes to no more than an average of 20 minutes per day during the course of the year. Every effort will be made to work within the confines of the duty schedule parameters for kindergarten and special education teachers. However, we recognize they may require special considerations.
16. The parties recognize that teachers will be expected to perform certain duties within and outside the regular work day without additional compensation, except as otherwise provided in this Agreement. Such duties may be of a kind required of teacher's generally (hereinafter called "General Duties"), whereas others will be of a kind involving supervision of student activities or events or having special needs (hereinafter called "Special Duties").

General Duties include:

- a. Faculty meetings and in-service training sessions.
- b. Teacher meetings relating to special programs such as school improvement plans or title programs.
- c. Parent or administrative conferences regarding students.
- d. Participation in District programs, including community relations activities where active teacher participation is involved shall number no more than three events per member (including open house and back-to school night).
- e. Before-school and after-school supervision of students.
- f. Bus duty.
- g. Escort duty, involving escorting students off the school campus or to the school office.
- h. The Early Release Day on the week before or the week after parent conferences may be utilized in fall or spring to allow elementary teachers to schedule parent conferences on those days. Whenever possible, conferences should happen for every elementary student.
- i. At the discretion of the site administrator and with a majority vote of the certificated staff, teachers may be required to conduct night conferences one evening during the fall conference week. The evening conferences shall take place on an evening other than a Friday night and shall not exceed two and one-half (2 ½) hours in length. An administrator will be on site during the parent conference hours. If the night conference is held, teachers may at their discretion work only until noon on the Fall Parent Conference Day.
- j. During the school year, teachers will have at least three (3) full workdays after the end of the trimester or semester to prepare report cards before they are due to the site administrator. For the final trimester or semester, report cards will be due no later than the Friday before school is out.

Special Duties include:

- a. Weekend supervision of student activities or events (weekend supervision, beginning at 3:30 p.m. on Friday until the beginning of the workday on Monday), shall be voluntary.

b. Sponsorship of student clubs which shall be voluntary.

The foregoing list of General and Special Duties represents the parties' mutual effort to identify the normal and anticipated activities in each category, so that teachers will be fairly advised of the additional duties they can normally be expected to perform. However, the District reserves the right to assign duties that are not specifically listed above, but will exercise that right in keeping with the purpose of this article and not unreasonably.

In requiring teachers to perform either General or Special Duties, the District will act in a reasonable manner and not abuse its authority. The school principal will endeavor to distribute such assignments on an equitable basis, including the review of such assignments with all affected teachers in the building as needed or requested.

17. In addition to the performance of General or Special Duties provided in Section 16 above, teachers will be expected to work beyond the regular work day from time to time in accordance with the demands of their professional duties, such as preparation for class instruction and evaluation of student work, without additional compensation except as otherwise provided in this Agreement.
18. In assigning both General and Special Duties, the District is required to follow an equitable assignment model. Past practice may be considered and utilized Districtwide. Assignment of general and special duties shall not be different from school to school, except as the needs of each school may require.
19. Except in unusual circumstances, but with due regard to this article, any in-service training related to the implementation of laws relating to special education shall occur during the regular work day.
20. The provisions of this article shall govern additional duties of nurses, psychologists, and counselor/social workers to the extent such duties relate to their job functions.
21. A good faith effort will be made to gain input from teachers in the planning of staff development activities.
22. In years without furlough days, teachers, nurses and counselor/social workers shall be required to work one hundred eighty-six (186) days; Infant Family Program Teachers shall be required to work two hundred one (201) days; psychologists shall be required to work one hundred ninety (190) days. The scheduling of such work days for the school calendar will be negotiated.

ARTICLE X

LEAVES

1. Those provisions of the Education Code which relate to leaves of absence for certificated employees, including Sections 44962 through 44985 and Section 44801 are incorporated into this Agreement.

Leaves of absence may be granted to permanent certificated employees and probationary certificated employees who will sign a statement indicating intentions to return to the District following the termination of the leave. The District shall notify the Association of Certificated Unit Members' leaves that may affect CTA/Income Protection Benefits.

Other than for health reasons, leaves of absence are granted for a maximum of one (1) year but, under special circumstances, may be extended for up to one (1) additional year. Certificated employees who plan to return to a regular position at the beginning of the ensuing school year and/or fiscal year must notify the Assistant Superintendent of Personnel Services of this intention by January 15. Failure to do so by January 15 may be construed by the District as a resignation effective as of June 30, provided that the District has previously notified the teacher of this possibility pursuant to Education Code Section 44842.

Except as permitted by this article, consent of the Superintendent or designee must be secured for all absences. Unauthorized absence from duty is cause for the dismissal of the certificated employee, whether tenured, probationary, or temporary, subject to any other relevant provision of this Agreement and Sections 44932 et seq. of the Education Code.

Unpaid absence up to fifteen (15) days for personal reasons may be authorized by the Assistant Superintendent of Personnel Services with consent of the certificated employee's immediate supervisor. Salary deductions shall be made for each day of absence.

A leave of absence will be considered null and void if the certificated employee on such leave accepts employment, other than as a substitute, in another school district within a 100 mile radius of the District Office. Such acceptance of employment in another district will be considered as the employee's resignation from the East Whittier City School District.

When an employee returns from any leave, he/she must complete a "Verification of Absence" form within five (5) working days and submit it to his/her School Office Coordinator or timekeeper.

2. Sick Leave

Each full-time certificated employee shall be entitled to ten (10) days leave of absence each year for illness or injury. Part-time certificated employees shall be entitled to such leave in an amount which bears the same ratio to ten (10) days per year as the ratio of the certificated employees working to full-time hours. The District shall, prior to the beginning of the school year, advise each certificated employee of his/her total accumulated sick leave days, including the current year.

Unused but accrued sick leave days may be carried over from year to year, as long as the certificated employee remains in the employ of the District, and may be carried to another California school district according to law.

A certificated employee may use up to ten (10) days of accrued and available sick leave days within a school year to attend to an illness of a child/step-child, parent of employee or spouse/registered domestic partner of the employee.

Proof of illness or injury shall be made by the certificated employee as follows:

- a. Verification of absence due to illness or injury for a period not exceeding five (5) consecutive work days shall be provided by the certificated employee by means of a written statement verifying such absence. Such statement shall be submitted to the immediate supervisor of the certificated employee on a form to be prescribed by the Board of Education.
- b. The parties recognize that sick leave is a benefit designed to assist unit members to protect loss of income because of unanticipated illness whether short term or extended duration.

The parties also recognize that most unit members, if not all, use these days for illness and/or approved personal necessity.

To support the fair use of sick leave by unit members, the parties agree to the following procedures:

- 1) When a unit member demonstrates sick leave usage which is excessive and/or is determined to be a consistent pattern of missing work, the unit member will be advised of such concerns in a meeting. If the unit member requests that EWEA representation be present at the meeting, such representation will be arranged.
- 2) If the perception of improper utilization of sick leave continues, the unit member will be sent a letter informing him/her of the continued concern

and the requirement to provide verification of absence due to illness or injury.

The unit member may request a meeting with the Superintendent or designee to discuss the District's continued concern regarding absences prior to the implementation of the verification process. EWEA representation will be provided if the unit member requests.

Verification shall be made by written statement from an attending physician for subsequent absences for the remainder of the school year. Unit members may obtain such verification from their own physician at the unit member's expense or at the District's expense from a physician designated by the District. (The unit member may call the Personnel Services Office for the name and location of the physician designated by the District.)

- c. The District may require, at its expense and choice of physician, a medical statement verifying that a unit member has sufficiently recovered from an injury or illness and is fully able to return to duty.
- d. Verification of absence due to illness or injury for a consecutive period of more than five (5) days but less than a calendar month, at the District's request, shall be provided by means of a written statement from the attending doctor or physician.
- e. Verification of absence due to illness or injury for a period of one (1) calendar month or more shall be provided by means of a doctor's written statement to be filed with the Assistant Superintendent of Personnel Services within fifteen (15) days following each calendar month of such absence.
- f. The absent certificated employee who requires a substitute shall report via the substitute reporting system to the District each day, prior to 6:45 a.m., his/her absence due to illness or injury. After 6:45 a.m., if the substitute reporting system was not used, the absent employee must call the District switchboard. If the certificated employee is unable to personally report, the report shall be made by another responsible adult on his/her behalf. Such daily report may be excused if the certificated employee reports to his/her immediate supervisor that the absence will be for more than one (1) day. A certificated employee who is not returning from an absence must report via the substitute reporting system as soon as possible but no later than 6:45 a.m. Absent certificated employees who do not require a substitute must report their absence by 8:00 a.m. to their timekeeper.

- g. Nothing in these provisions for verification of absence shall discriminate against evidence of treatment and the need, therefore, by the practice of the religion of any well-recognized church or denomination.
- h. All teachers will have available a current and relevant lesson plan in their classrooms in case of absence(s). When a teacher expects to be absent for more than one day, the teacher will make every effort possible to furnish lesson plans for a maximum of five (5) days of the extended absence.
- i. A certificated employee shall receive fifty percent (50%) of his/her salary during absence due to illness or injury up to 100 days; beginning after all available paid leave has been exhausted. A certificated employee shall not be provided more than one 100-day period per illness or accident. However, if a school year terminates before the 100-day period is exhausted; the employee may take the balance of the 100-day period in the subsequent school year.

3. Catastrophic Leave

- a. A certificated bargaining unit member (employee) who is suffering from a catastrophic illness or injury may request donations of sick leave credits from other District certificated employees* up to twice each school year (July 1 - June 30) under the Catastrophic Leave Program.
- b. For purposes of this agreement, “catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee or immediate family member for an extended period of time and taking this extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her fully-paid sick leave. For purposes of this Catastrophic Leave Program, immediate family shall be defined as the employee’s spouse, registered domestic partner, children/step-children, and mother and father of employee.
- c. In order to be eligible for the Catastrophic Leave Program, the employee must have exhausted all current and accumulated fully-paid sick leave entitlement. However, the employee may apply for the leave prior to exhausting all sick leave.
- d. It is not the intent of the Catastrophic Leave Program to compensate for 1) work related injury or illness; 2) routine illnesses; and/or 3) routine maternity and/or childcare leave.
- e. An employee requesting donated sick days from the Catastrophic Leave Program must complete the “Catastrophic Leave Request Form” (Attachment B) and submit the completed form to the Personnel Services Office along with a

medical doctor's note stating only the projected length of absence. Family members or Association representatives may draft a request in cases where the injury or illness prevents the employee from completing the form. The above information shall be confidential in nature and for District Office use only. A copy of the request shall be forwarded to payroll to verify the employee's sick leave balance and eligibility.

- f. The District shall publish and post a request for donation notice at each District work site. The notice shall specify a window period for receipt of donations of thirty (30) workdays from the date the notice is published. The notice shall include the name of the requesting employee and work site.
- g. An employee may donate up to a maximum of ten (10) days of his/her sick leave to each qualifying employee. However, an employee may not donate sick leave if, as a result of the donation, his/her balance of sick leave falls below fifteen (15) days at the time of donation.
- h. Donations of sick leave shall be submitted to the Personnel Services Office on a "Catastrophic Leave Donation Form" (Attachment C) and shall be irrevocable upon receipt. Donated sick leave shall be donated and converted for utilization on a day-for-day basis (7.5 or 8 hour days), regardless of the salary of employees donating and receiving the donations. Thus, the recipient shall be paid at his/her regular rate of pay.
- i. The application of the donated sick leave shall occur upon the exhaustion of the employee's fully-paid sick leave and prior to the utilization of his/her 100-days of disability leave. If the employee is unable to return to work after the use of all donated days, then the 100-days of disability leave would commence at that time.
- j. Donated sick leave shall be deducted one day at a time from each participating employee, rotating through each in alphabetical order, starting at the beginning of the alphabet in odd years and the end of the alphabet in even years, until the designated sick leave has been depleted.
- k. Donated sick leave that is not utilized by the receiving employee during a particular school year shall be returned to the donating employee's accrued leave.
- l. Parties understand that the donation of one's sick leave affects the donating person's retirement service credit under STRS.

- m. Both parties agree that the elements and implementation of this Catastrophic Leave Program shall not be subject to the grievance procedure outlined in the Collective Bargaining Agreement.

* For purposes of this Catastrophic Leave Program, administrators may also donate sick leave credits and/or vacations days to bargaining unit members if they desire.

4. Pregnancy/Adoption Leave

- a. Pregnant certificated employees are allowed a leave of absence from duty on the following terms:
 - 1) The beginning and ending dates of leave shall be determined by the certificated employee and her physician. These dates shall be certified to the Personnel Services Office in writing by the attending physician, who shall also attest in writing that the health of the certificated employee will not be jeopardized by employment for the period when leave is not being taken.
 - 2) A certificated employee on pregnancy leave may utilize the sick leave provisions of this article, subject to certification by the certificated employee's physician or practitioner that she is unable to work.
- b. The District shall grant a leave of absence for the purpose of adopting a child.
 - 1) Adoption leave is charged to sick leave balances; if current accumulated sick leave benefits are exhausted in the course of this leave, the remaining time that the employee continues on leave shall be in a leave-without-pay status.
 - 2) The maximum length of an adoption leave shall be six (6) weeks in length.
 - 3) In advance of the adoption, the employee shall notify the principal or immediate supervisor of the anticipated beginning and ending dates of the absence.
 - 4) Following the adoption the employee shall provide the principal or immediate supervisor written verification of significant dates in the adoption process.
- c. Upon request, the District shall provide a certificated employee who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his/her child. Such leaves shall remain in effect at least until the end of the trimester following the birth of the child or when custody is assumed, and no longer than the end of the school year. A certificated employee shall notify the District that

he/she desires to take such leave at least two (2) weeks prior to the anticipated date on which the leave is to begin.

5. Personal Necessity Leave

A certificated employee may use no more than eight (8) days per year of his/her sick leave in cases of personal necessity which shall include the following reasons:

- a. Death or serious illness of a member of the certificated employee's immediate family, as defined in Section 2 and Section 6 of this article.
- b. Accident involving the certificated employee's person or property, or the person or property of a member of the certificated employee's immediate family.
- c. Appearance in court as a litigant or as a witness under an official order.
- d. Disabling dental or optical conditions which impair the effectiveness on the job as a certificated employee of the District.
- e. If the certificated employee wishes to be present at the birth of his child or, if the certificated employee is adopting a child, he/she may be present when the child is delivered to them.
- f. Any significant event, personal to the certificated employee, for which paid leave of absence is not authorized, which under the circumstances the certificated employee cannot reasonably be expected to disregard and which requires the immediate attention of the certificated employee. The specific significant event shall be given in writing to the administrator in charge. However, no such leave shall be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects true personal necessity.

The certificated employee shall not be required to secure advance permission for leave taken for the reasons set forth in Section 5.a and 5.b above. At least two (2) days advance permission shall be required for the reasons set forth in Section 5.c through 5.f when circumstances are such that it is possible to obtain such permission.

Proof of personal necessity for purposes of this section shall be written declaration of the certificated employee that such absence from duty was due to personal necessity within the meaning of this section. Such declaration shall be delivered to the immediate supervisor within seven (7) days of the first day of such absence. Personal necessity leave shall be taken in a minimum of one-half (½) day increments only; either for a morning or afternoon session.

Four (4) of the abovementioned eight (8) days may be used for compelling personal need (CPN), as determined by the certificated employee. If possible, the certificated employee will provide at least two (2) working days' notice to the certificated employee's immediate supervisor, prior to utilizing any of these four (4) days. None of these four (4) CPN days may be used on the last working day prior to any holiday period or on the day immediately following any holiday period.

6. Bereavement Leave

A certificated employee shall be granted necessary bereavement leave of absence with pay not to exceed three (3) days or five (5) days if travel of more than two hundred (200) miles one-way is required on account of the death of any member of the certificated employee's immediate family. Such bereavement leave must be used within a three-week period of time. "Immediate Family" means only the mother, father, step-parents, father-in-law, mother-in-law, spouse/registered domestic partner, son, daughter, step-son, step-daughter, brother, sister, grandmother or grandfather of the certificated employee or the spouse/registered domestic partner of the certificated employee, the son-in-law or daughter-in-law of the certificated employee, the grandchild of the certificated employee or the spouse/registered domestic partner of the certificated employee, or any person living in the immediate household of the certificated employee or any relative for whom the certificated employee is legally responsible for providing care.

For good cause, the District may grant an extension of bereavement leave without pay, subject to the provisions of Section 5.a of this article.

7. Subpoena Leave

A certificated employee subpoenaed by a court to appear in an action as a witness, in the interest of the District or where the subpoena is directly related to duties and/or obligations of a District employee, shall be paid for his/her days in court plus transportation expenses. The certificated employee shall request witness fees when served with the subpoena from the person serving the subpoena. Such payment shall be given to the District to be deducted from the subpoena leave paid.

In all cases where a certificated employee is subpoenaed in a non-District related matter, the certificated employee shall not receive subpoena leave. Personal necessity leave, or a deduction from sick leave, if available, may be utilized.

8. Jury Duty

Paid leave for jury duty is ten (10) days of service. However, should a court order the employee to remain for a longer period, the District shall also pay for the extended time.

Any certificated employee called for jury duty shall immediately notify the principal or immediate supervisor who may discuss with the affected certificated employee the practicality of seeking postponement of such service when immediate service would tend to materially disrupt the District's operation.

The District and Association agree that students need their teachers in the classroom. To this end, teachers are encouraged to serve jury duty in the summer or during the winter break or spring break. If a teacher postpones his or her jury service to a time when he or she does not need a substitute, then the District will pay the teacher the substitute teacher daily rate for each day of jury service up to ten (10) days. The teacher must send the original jury notice, proof of postponement to the time specified above, and proof of number of days served to the Personnel Services Office in order to qualify for the pay. Ultimately, the decision of when to perform jury duty is made by the certificated employee.

A certificated employee called to jury duty, who is being paid by the District either their daily rate, summer school rate, or substitute teacher rate, shall request payment from the court for jury service. Such payment, except for mileage fees, shall be given to the District.

9. Industrial Accident and Injury Leave

If a certificated employee is absent from duty because of illness or injury for which the certificated employee receives Workers' Compensation wage-loss benefits, the certificated employee will receive industrial injury leave pay from the first day of such absence to and including the last day of such absence but not to exceed sixty (60) working days for the same injury in any school year.

If an industrial injury occurs at a time when any part of the sixty (60) days will overlap into the next school year, the certificated employee shall be entitled to only the balance remaining at the end of the fiscal year in which the injury occurred. Allowable leave under this section shall not be accumulated from year to year.

The certificated employee will receive his/her regular salary subject to payment to the District of the amount of wage-loss benefits received from the Workers' Compensation Insurance Fund.

If the certificated employee is absent from work as a result of the same injury more than sixty (60) working days, the certificated employee may take accrued and unused sick leave, if any, so that when leave pay is added to wage-loss benefits there results a payment of full salary for the longest possible period of time.

10. Military Leave

The provisions of Education Section 44800 (military leave) are incorporated into this Agreement. The certificated employee shall give the District at least thirty (30) days' notice, if possible, of his/her intent to return from such military leave.

11. Quarantine Leave

A certificated employee may be granted paid leave for up to ten (10) days during any school year for absence caused by quarantine, or when the absence is at the direction of the District because the certificated employee has been in contact with a contagious disease.

Quarantine leave shall not cover a period during which a teacher is ill. Illness is covered by sick leave.

Quarantine leave covers only a period during which quarantine is the only reason for absence from duty.

Certificated employees requesting quarantine leave shall file with the Assistant Superintendent of Personnel Services an exclusion and readmission card issued by the appropriate County Health officer.

12. Family Leave

Employees who have been employed for at least one year and worked at least twelve hundred fifty (1250) hours in the previous school year (July 1 through June 30) shall be entitled to up to twelve (12) weeks of unpaid leave during a twelve (12) month period to care for:

- a. The employee's newborn child or a child placed with the employee for adoption or foster care.
- b. The employee's spouse/registered domestic partner, child, or parent (including parent-in-law) with a serious health condition.
- c. The employee's serious health condition.

A detailed statement from a licensed physician shall accompany a request for leave under Items b and c above.

When such a leave is foreseeable, an employee shall give the District at least thirty (30) days advance written notice. When the leave is not foreseeable, an employee shall give written notice to the District as soon as the employee is aware of the need for leave.

The District shall continue all group health coverage plans for an employee on such leave at the same level of benefits and under the same conditions that existed while the employee was working. If the District changes a health plan during an employee's leave, the change applies to the employee as if still on the job.

The District may require an employee to sign an agreement regarding his/her intention to return to work. After a leave, the District may reinstate the employee to the same position held before the leave or may transfer or reassign the employee in accordance with policy. If an employee fails to return to duty at the end of the leave, the employee must reimburse the District for the cost of the benefits.

During the unpaid leave, employees shall not accrue sick leave or any other right to leave, but the leave shall not be considered a break in service for seniority purposes.

In providing this leave benefit, the District shall comply with both the regulations of the Family and Medical Leave Act (FMLA) and applicable California law. The least restrictive language applicable to the employee in either the State or Federal Act, but not both, shall be used in cases wherein there is a conflict in language between the two.

13. Rights of Certificated Employees on Leave

A certificated employee, while on fully paid leave, shall receive the same salary and fringe benefits he/she would have received were he/she not on leave.

Any certificated employee on unpaid leave may elect to continue the benefits provided in Article XVIII by paying the necessary premiums while on such leave. The District shall continue to pay the premium for benefits provided in Article XVIII for the remainder of the pay period during which the leave began.

A certificated employee on unpaid leave shall not receive service credit for progress on the salary schedule unless he/she has worked seventy-five percent (75%) of the school year.

A certificated employee on leave shall have the right to an assignment within the District upon return from leave, but not necessarily to the position he/she held prior to such leave. This paragraph shall not be applied to deprive a certificated employee of his/her position in cases of leave for short duration (e.g., sick leave, personal necessity).

ARTICLE XI

SUMMER SCHOOL/EXTENDED SCHOOL YEAR (ESY)

1. By March 15, when possible, the District will determine whether or not summer school/ESY (a minimum of twenty (20) instructional days including holidays) will be offered and, if so, will announce summer school dates and tentative locations.
2. By May 15, a list of proposed course offerings will be approved by the Board. Offerings may be deleted from the list if there is insufficient registration. An initial list of available summer school/ESY positions shall be posted at each school at least ten (10) days prior to the selection of applicants for the positions whenever possible.
3. Teachers whose performance evaluation indicates “meets expectations” may apply and be eligible for summer school/ESY employment.
4. Selection for a summer school/ESY assignment shall be made jointly by the Assistant Superintendent of Personnel Services and the summer school/ESY principal(s) involved in accordance with the following factors listed in rank order within each level:
 - a. Elementary/Middle Summer School Positions
 - 1) Assessment of candidate’s qualifications and experience by the principal(s) through paper screening and/or the interview process as needed.
 - 2) Based on assignment needs, openings will be filled and assigned according to the applicants’ paper screening, interview, experience and/or qualifications.
 - 3) If there are two or more equally ranked persons who are qualified in accordance with item a.1 above, selection shall be made in accordance with a rotation system and the applicant with the least recent summer school experience in the District shall be selected. Assignment to a site shall be made as deemed appropriate by the District.
 - 4) Teachers resigning on or before June 30 shall be considered outside applicants.
 - 5) These guidelines do not apply to specially funded individual school site summer programs.

b. ESY - All Levels

- 1) Teachers with the appropriate credential and/or certificate(s) and with prior experience teaching in the special education subject area for which the application is made.
 - 2) Teachers with the appropriate credential and/or certificate(s) for teaching in the special education subject area for which the application is made.
 - 3) If there are two or more equally ranked persons who are qualified in accordance with numbers (1) or (2) above, selection shall be made in accordance with a rotation system and the applicant with the least summer school/ESY experience in the District shall be selected. Assignment to a site shall be made as deemed appropriate by the District.
 - 4) All other applicants for special education positions fall under the guidelines and procedures listed in Section 4.a.
5. If a summer school/ESY class falls below the minimum attendance requirements, the class may be canceled by the principal and the teacher's contract terminated. The teacher will be paid for any days taught up to such termination.
 6. The Board shall determine the minimum registration and the minimum attendance requirements for summer school/ESY classes and announce such requirements by April 15.
 7. Daily preparation time is provided for summer school/ESY teachers. In addition, all teachers shall attend any designated meeting/preparation time scheduled prior to the first day of the summer school/ESY program and shall be compensated at the task force rate of pay for the time designated.
 8. The District will move supplies for a summer school/ESY teacher who requires it from the home school to the summer school and back.
 9. Summer school/ESY teachers for the summer school/ESY sessions will be paid the rates set forth in the summer school/ESY salary schedule, attached hereto as Attachment H.
 - a. Teachers of Moderate/Severe classes, and specialists providing Adaptive Physical Education, Deaf and Hard of Hearing services, and Speech and Language services employed for summer school/ESY shall be paid at their per diem hourly rate or the summer school/ESY rate of pay, whichever is greater, provided they hold the specialist credentials in the areas described above

- b. Permanent teachers assigned to summer school/ESY who do not hold a specialist credential for Special Education Moderate/Severe will earn an additional ten percent (10%) of the salary schedule attached hereto as Schedule 9 of Attachment H if at least ten percent (10%) of enrolled students are designated as Moderate/Severe.
10. Summer school/ESY teachers shall be allowed one (1) day of sick leave for the summer school/ESY session which shall be subject to the verification procedures set forth in Article X, Section 2. Unused summer school/ESY sick leave shall be added to the employee's sick leave total at the rate of one (1) day for a full regular summer school/ESY session worked. For less than a full summer school/ESY session worked, the sick leave will be prorated accordingly. If a day of personal leave is used in lieu of the day of sick leave, the one day of sick leave shall be forfeited and shall not be added to the employee's accumulated sick leave total for the subsequent school year. Bereavement leave shall be applied in accordance with Article X, Section 6 of this Agreement.
 11. Appropriate supervision of students will be required of summer school/ESY teachers.
 12. Circumstances may require changes in the timelines set forth in this article. In that event prior notice shall be given to the Association.

ARTICLE XII

CLASS SIZE/CASELOAD

1. Average class size shall be thirty (30) students per classroom teacher excluding classes participating in class size reduction. Such averages will be determined on a Districtwide basis. Individual class sizes may vary from the District averages due to factors, including but not limited to the following:
 - a. Departmentalized instruction
 - b. Special program fund requirements
 - c. High transiency rates
 - d. Differentiated staffing
2. In an effort to keep middle school PE classes at safe and reasonable sizes while still providing flexibility in scheduling, a good faith effort will be made so the PE teachers will not have more than 250 students. Master schedule development will include analysis of the impact on PE class size. Classes beyond 50 shall be analyzed, and a good faith effort will be made to limit class size to 50 or below. PE teachers may be included in scheduling decisions and the impact on PE classes.
3. Teachers of special education and their students shall not be utilized in determining average class size.
4. Analysis of average class size shall be made no later than October 15 and March 15 to identify schools exceeding the average class size. Appropriate action shall be taken within ten (10) working days for any school that exceeds such average by more than ten percent (10%).

In applying staffing ratios, the District shall round any decimal .5 or greater upward to the next whole number. This computation shall be based upon the first school month attendance report.
5. Instructional aides shall not be utilized to increase the number of pupils in relation to the number of classroom teachers in any school or in the District.
6. Special Education Teacher Caseloads
 - a. A good faith effort shall be made to keep special education teacher's caseloads at or below 28. If a caseload exceeds 28, the site and the District will review and implement changes as necessary.

- b. Caseload is referred to as the number of students with Individualized Education Plans assigned to a given special education teacher for the purpose of case management.

ARTICLE XIII

CONSULTATION PROCEDURE

1. Section 3543.2 of the Government Code provides that the following matters, while not within the scope of representation, shall be subject to consultation between a public school employer and a certified representative, among others, to the extent such matters are within the discretion of the public school employer under the law:
 - a. Definition of educational objectives
 - b. Determination of the content of courses and curriculum
 - c. Selection of textbooks
2. The right of the Association, as a certified representative, to consult on matters set forth in Section 1 above shall be exercised according to the following procedure:
 - a. Annual Consultation Meetings The District shall inform the Association, through its representatives, of the date or dates each year on or before which the District plans to make its final decisions on courses and curriculum and the purchase of textbooks. This information shall be made known to the Association at least forty-five (45) days prior to the planned date or dates. Upon request of either party, representatives of the District and of the Association shall meet, not during the school day, and consult on the statutory matters. The Association may submit presentations, both written and oral, to the District. Such presentations will be given due consideration by the District in its deliberations. The District will promptly inform the Association of its final decision.
 - b. Supplementary Consultation Meetings In the event of a major change in policy in the statutory areas, the District will inform the Association of the change at the earliest reasonable time and will meet with Association representatives upon request, at a mutually convenient time, not during the school day, to consult on such change.
 - c. Not Subject to the Grievance Procedure The subject matter of this article is not subject to the grievance procedure described in Article VII of this Agreement. No grievance may be brought or taken to any step by any one or more teachers or by the Association as a result of any action or inaction by the District concerning the subject matter of this article.

ARTICLE XIV

TRANSFERS

1. "Transfer" is a change of schools within the District. A transfer may be voluntary (requested by the teacher) or involuntary (required by the District).
2. It is the policy of the District to have a balanced staff at each school. This may involve transfers or hiring new teachers. The District will attempt to arrive at a balanced staff (e.g., teaching competency and experience) for each school as soon as administratively practicable in each school year. To promote and facilitate the use of voluntary rather than involuntary transfers in this process, the District will adhere to the following procedures:
 - a. By February 15 of each year, teachers will be surveyed by the District to ascertain their preferences for their assignment for the ensuing school year. Such preferences will be considered when transfers are made.
 - b. The District shall post in each school, on the District web site, and at the District Office a list of all known vacancies for the ensuing year by April 15. Updated lists will be posted as vacancies arise or at least once per month until the final work day of the regular school year. During the summer months, the list shall be posted at the District Office and on the District website.
 - c. All posting of vacancies shall state a deadline by which teachers' applications for such vacancies must be received by the District, and no final action will be taken by the District to fill such vacancies until the specified deadline has elapsed.
 - d. After July 15 and to the end of the first trimester, in the event a vacancy occurs, the District may fill such vacancy without following the posting procedures.
 - e. The marital status of employees shall be irrelevant in applying this article except in the case where an employee is in a position of being supervised/evaluated by his/her spouse/registered domestic partner or member of the employee's immediate family as defined in the bereavement section of this agreement.
3. Rather than make an internal reassignment within a school, the District may elect to declare that a vacancy exists.
4. The parties recognize that involuntary transfers may be required. An involuntary transfer is a reflection of program needs and is not any reflection on the individual transferred. A transfer shall not be made arbitrarily or capriciously. Reasons for such transfers shall be cited and may include but are not limited to the following:
 - a. Decline in student enrollment.

- b. Elimination or reduction of programs.
- c. Discontinuance of services.
- d. Shift in curriculum needs.
- e. Legal requirements.
- f. Staff balance (e.g., teaching capability and experience).
- g. Balance in class loads or class size.
- h. School reorganization, opening or closure.
- i. Affirmative action.

In the event the District determines that involuntary transfers are necessary, the following principles will govern:

- a. The District will attempt to avoid or minimize involuntary transfers through voluntary procedures.
- b. When the District determines that involuntary transfers cannot be avoided or minimized through voluntary transfers, teachers who are to be involuntarily transferred will be assigned prior to granting a request for voluntary transfer to the same assignment, unless such voluntary transfer would have the effect of avoiding an involuntary transfer.
- c. When the Assistant Superintendent of Personnel Services determines that other factors are equal and an involuntary transfer must occur, the teacher with the least seniority in the District at that school site shall be transferred.
- d. Any teacher who is to be involuntarily transferred will have the opportunity to meet with the Assistant Superintendent of Personnel Services or designee prior to the District's making a final decision, in order to discuss the teacher's views on such transfer. Request for such meeting must be made within five (5) working days of the District's deposit of the notice of involuntary transfer within the District mail. The time and duration of the meeting shall be at the District's discretion and will be kept as informal as possible. Any teacher to be involuntarily transferred may request that the District specify in writing the reason for such teacher's transfer, such writing to be furnished to the teacher within ten (10) school days.
- e. Teachers who are transferred involuntarily prior to the first day of school for students will receive:

- 1) One day of compensation time to be used prior to the end of the school year, if the transfer occurs prior to the week when floating workdays occur
 - 2) Two days of compensation time to be used prior to the end of the school year, if the transfer occurs during the week when floating workdays occur
5. Unit members transferred to a new school after the student year has begun shall be allowed three (3) days release time for preparation prior to implementation of the transfer or three (3) days of compensation time to be used prior to the end of the school year.

Unit members who are hired after the student year has begun shall be allowed a minimum of three (3) days of release time for preparation prior to having students.

6. The District shall make it a priority to:
 - a. Provide moving supplies and relocate the teacher's materials to a new location
 - b. Provide educational materials for the new assignment
7. If the transfer involves a reassignment, then the reassignment language in Article XV will also apply.
8. Return to School of Origin
 - a. Involuntarily transferred teachers will be given the opportunity to sign up for the District's job posting notification email list. When a position at the teacher's school of origin becomes available, the teacher may contact Personnel Services to request an interview.
 - b. If the involuntarily transferred teacher had previously been assigned to that school for three or more years and the transfer occurred within the past three years, first consideration will be given to that teacher for the open position.
9. The District reserves the right to make decisions when it is in the best interest of students, the District, and teachers.

ARTICLE XV

REASSIGNMENT

1. Reassignment is defined as a change of grade level or subject area at the same site or sites.
2. The parties recognize that reassignment may be needed. Reasons for such reassignments shall be cited and may include but are not limited to the following:
 - a. Decline in student enrollment.
 - b. Elimination or reduction of programs.
 - c. Discontinuance of services.
 - d. Shift in curriculum needs.
 - e. Legal requirements.
 - f. Staff balance (e.g., teaching capability and experience).
 - g. Balance in class loads or class size.
3. The District and the Association agree that it is sometimes necessary to make involuntary reassignments. They further agree that:
 - a. Involuntary reassignments should be kept to a minimum.
 - b. An effort shall be made to seek volunteer(s) and such volunteer(s) will be considered before involuntarily reassigning a teacher.
 - c. The experience, expertise, and other abilities of a teacher will be considered when making a reassignment. When the administrator determines that other factors are equal and the involuntary reassignment must occur, the teacher with the least seniority in the District at the grade level will be reassigned. However, newly hired teachers, and recently reassigned teachers, will be given an opportunity to develop expertise at their grade level before being considered for an involuntary reassignment.
 - d. A reassigned teacher will be provided with the appropriate curriculum and materials for the class.
4. The administrator shall provide reasonable prior notice to teachers of any potential reassignment.

- a. Teachers shall be provided an opportunity to discuss the reassignment with the administrator. The administrator shall give good faith considerations to any suggested alternatives to the reassignment. A reassignment shall not be made arbitrarily or capriciously.
 - b. After the first day of school for students has begun, the District shall provide at least five (5) days prior notice to teachers of any reassignment. The District will provide two (2) days compensation time to be used prior to the end of the school year.
 - c. Teachers who are reassigned involuntarily prior to the first day of school for students will receive a day of compensation time off which will be used prior to the end of the school year.
5. If a teacher is reassigned to a subject area or grade level which the teacher has never taught or has not taught within the past five (5) years, professional development such as classroom observation, demonstration lessons, workshops and time for familiarization with the new curriculum shall be made available to the teacher during the teacher's normal work day.
- 6 The District shall make it a priority to:
- a. Provide moving supplies and relocate the teacher's materials to a new location.
 - b. Provide educational materials for the new assignment.
7. The District and the Association agree that it is sometimes necessary to form grade-level combination classes due to the student enrollment at individual school sites. They further agree that:
- a. Combination classes should be kept to a minimum.
 - b. An effort shall be made to seek volunteer(s) and such volunteer(s) will be considered before assigning a teacher to a combination class.
 - c. The experience, expertise, and other abilities of a teacher will be considered when making an assignment to a combination class. However, newly hired teachers, and recently reassigned teachers, will be given an opportunity to develop expertise at their grade level before being considered for a combination class.
 - d. A teacher assigned to a combination class will be provided with the appropriate curriculum and materials for the class.

8. The District reserves the right to make decisions when it is in the best interest of students, the District, and teachers.

ARTICLE XVI

EVALUATION PROCEDURES

1. Evaluation Purpose

Purpose of evaluation is to:

- a. Promote professional growth & development
- b. Clarify professional responsibilities according to the Education Code 44662
- c. Foster creativity & teamwork
- d. Facilitate better communication
- e. Improve performance & effectiveness of certificated employees
- f. Acknowledge the positive accomplishments of certificated employees
- g. Facilitate the achievement of District/site/department goals & objectives
- h. Provide opportunities for employee self-appraisal

As set forth by the Education Code 44662 certificated employees shall be evaluated/assessed in the areas of:

- student progress
- learning environment
- curricular adherence
- techniques and strategies
- related responsibilities

The term “evaluator” shall not include any member of the bargaining unit.

2. Evaluation Procedure

All certificated employees will be required to submit goals/ objectives each year and to work with their evaluator to further improve their teaching skills and techniques.

It is understood that the District maintains all of its legal rights, even in non-evaluation years, to deal with certificated employee performance.

3. Frequency of Evaluation

- a. Probationary employees shall be evaluated at least once each year.
- b. Tenured employees shall be evaluated every other year, except:

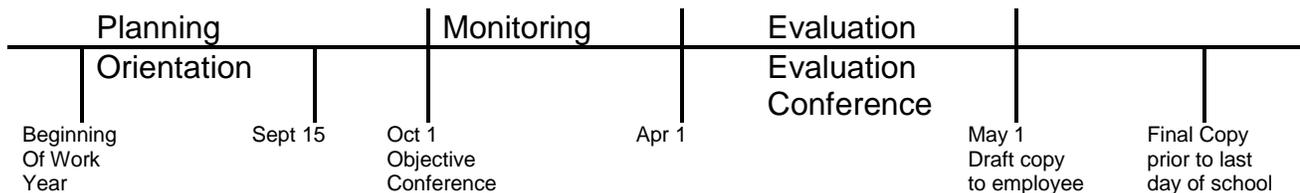
- 1) In cases where employees are assessed by their evaluators not to have met expectations or there is a need to improve their performance. Such employees shall be evaluated at least once each year.
- 2) In cases where the employee and evaluator mutually consent, on an annual basis, to extend the “non-evaluation” status for an additional year up to a total of five (5) years. Employees qualifying for an additional non-evaluation year must also meet the following criteria:
 - a) Completed at least ten (10) years of consecutive service in the District.
 - b) Previous evaluation was marked as meeting expectations.

If this extension of the “non-evaluation” status is implemented the following is understood:

- All other provisions of the Evaluation Article shall remain applicable as during a “non-evaluation” year.
 - Should the evaluator or evaluatee decline to renew or continue the extension of the “non-evaluation” status, the withdrawing party shall notify the other prior to October 15.
 - The decision by an evaluator not to annually renew the “non-evaluation” status shall not be grievable.
- c. Employee evaluations will be designated as (1) meets expectations; (2) satisfactory but in need of improvement in specific area(s); (3) unsatisfactory performance.

4. Evaluation Timeline

The dates provided for in this article are to be regarded as approximations.



5. Phases of Evaluation

Evaluation shall take place in three phases: the Planning Phase, the Monitoring Phase, and the Evaluation Phase. Procedures and time for each phase are described below.

6. Planning Phase (Beginning of the Work Year through October 1)

a. Orientation to Evaluation (Prior to September 15)

- 1) The evaluator shall make employees aware of the annual District Philosophy and Goals.
- 2) The evaluator shall discuss with employees individual school needs and expectations for staff.
- 3) The evaluator shall review with the staff the timelines and roles of the evaluator and evaluatee in the evaluation process including Definitions of Classroom Observation (Attachment F).
- 4) The evaluator shall discuss with employees the five (5) major areas of the Ed. Code 44662 related to Instructional Certificated Employee Evaluation/ Assessment (Attachment D).

b. Planning Conference (Prior to October 1)

During the planning conference the evaluator and the employee together shall:

- 1) Clarify the professional responsibilities of the employee.
- 2) Establish and agree upon goals/objectives. Unit members will write two (2) objectives that are mutually agreed upon by the unit member and the evaluator. The evaluator may establish two (2) additional objectives and may assist in developing language for these objectives with the unit member. There is to be a maximum of four (4) objectives.
- 3) Establish a monitoring process to determine progress towards goals/objectives.

To the extent the evaluator and the employee disagree on the goals/objectives, the employee may specify his/her position in writing, including the identification of specific constraints the certificated employee believes will limit his/her ability to meet the goals and objectives.

7. Monitoring Phase (October 1 through April 1)

- a. The evaluator shall provide for monitoring activities including observations and conferences.
- b. During an evaluation year the evaluator shall make at least two (2) formal observations of non-tenured certificated employees. One of the formal observations shall be in an area selected by the teacher. During an evaluation

year for tenured employees, the evaluator shall make a minimum of one (1) formal observation. The administrator may also make other forms of observations.

- c. During a non-evaluation year no formal observations need occur. The District continues to have the right to observe, confer, assist, and make suggestions for improvement. Any of the four (4) methods of observations may be used (Attachment F).
- d. At least twice during the monitoring phase of the evaluation year the evaluator and employee will meet to review goals/objectives and the five (5) major performance areas (Education Code 44662). This may occur only once for tenured teachers. If goals/objectives need to be modified they must be documented (initialed and dated) and attached to the evaluation document.
- e. When concerns arise and a less than satisfactory rating may result, the evaluator shall meet with the employee and note areas of concern and suggestions for improvement, if any, in writing. Follow-up conference(s) will take place as needed.

8. Evaluation Phase (April 1 to May 1)

- a. Written evaluations shall be discussed and provided during a conference with the employee by May 1 of each school year. Employees shall be given a copy of the draft at the conference. Following the conference no changes shall be made. A final copy of the evaluation shall be provided to the employee before the last day of school. The evaluation will, to the extent possible, be based upon direct verbal and/or documentary evidence.
- b. When suggestions for improvement have not been effective, the employee may be given:
 - 1) *Satisfactory, but in need of improvement in specific area(s)*
The employee will be evaluated in the specific area(s) in the following year. Other areas will be informally evaluated. Since there is no change in the evaluation cycle the employee will be evaluated in all areas in the following year,
 - 2) *Unsatisfactory performance*
The employee will be evaluated in all areas in the following year, or:
 - 3) *Unsatisfactory performance and recommended for participation in the Peer Assistance and Review Program*

The employee will be evaluated in the specific area(s) in the following year.

- c. The employee shall have the opportunity to initiate a written reaction or response to the evaluation prior to the close of the last day of school. Such response shall become a permanent attachment to the evaluation and be placed in the employee's personnel file.

9. Remediation Plan

If the evaluator determines that improvement is needed, he/she will communicate with the employee and attempt to correct the problem through informal assistance. If the problem(s) cannot be resolved through informal assistance, the evaluator will communicate in writing and/or develop a remediation plan with specific suggestions for improvement to include:

- a. Areas where improvement is needed
- b. Specific suggestions for improvement
- c. Additional resources that will be utilized to directly assist with improvement
- d. Evaluator's role in assisting certificated employee
- e. Techniques for measurement of improvement
- f. Time schedule for monitoring progress

If remediation has been successful in an evaluation year, a "meets expectations" evaluation will be given and no evaluation shall be given the following year.

If remediation has not been successful in an evaluation year the employee may be given:

- 1) *Satisfactory, but in need of improvement in specific area(s)*
The employee will be evaluated in the specific area(s) in the following year.
- 2) *Unsatisfactory performance*
The employee will be evaluated in all areas in the following year
- 3) *Unsatisfactory performance and recommended for participation in the Peer Assistance and Review Program*
The employee will be evaluated in the specific area(s) in the following year.

In a non-evaluation year, whether remediation has been successful or not, evaluation shall be made in the following year.

10. Related Evaluation Issues

- a. Instructional Assistants - An instructional assistant will not be solicited to provide information for the evaluation of a certificated employee, nor shall any unsolicited information which is provided by an instructional assistant be used to evaluate the instructional techniques of a certificated employee in the annual evaluation.
- b. Academic Freedom - It is the policy of the District and the Association that all instruction be fair, accurate, objective and appropriate to the age and maturity of the student(s), sensitive to the community needs and the needs and values of our diverse cultures and heritages.

Certificated employees shall have the freedom to use a variety of instructional techniques and strategies in presenting the District-approved curriculum.

The personal life of a certificated employee is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it prevents the certificated employee from performing his/her assigned duties.

c. Personnel File

- 1) In its creation and handling of the personnel files of certificated employees, the District will comply strictly with any and all applicable provisions of the Education Code. Information of a derogatory nature shall not be placed in an employee's personnel file until the employee is given notice and opportunity to review and have a written comment attached.
- 2) A certificated employee upon request shall be allowed to examine his/her personnel file. The employee shall have the right to obtain copies of any documents contained in the personnel file at a cost of five cents (\$.05) per page.
- 3) Upon authorization by the certificated employee, a representative of the Association shall be permitted to examine and/or obtain copies of the materials in the certificated employee's personnel file, at a cost of five cents (\$.05) per page.
- 4) If an employee finds any information that does not comply with the Education Code he/she may request that such information be withdrawn from the personnel file. If determined that it does not comply with the Education Code it will be removed from the file.

- 5) The District shall keep a log indicating the persons who have requested examination of the certificated employee's personnel file, as well as the dates such examinations took place. Such logs shall be available for examination by the certificated employee or the Association representative, if the representative is so authorized in writing by the certificated employee.
- 6) Access to personnel files shall be limited to District management and Board of Education members on a need-to-know basis. District management must obtain authorization from either the Superintendent or the Assistant Superintendent of Personnel Services. Contents of personnel files shall be considered confidential information.
- 7) An adverse evaluation does not constitute discipline, and shall be governed by the provisions of this article.
- 8) The rights granted under this section 10.c apply to all personnel file issues, including those under Article XXIII - Complaint Procedure.

ARTICLE XVII

SAFETY

1. Sections 48210-48212, 48900-48921, 49000-49001 and 49079 of the Education Code, as well as Board policy regarding student discipline, are incorporated into this Agreement.
2. Education Code Section 48910 states in full as follows:

“(a) A teacher may suspend any pupil from the teacher’s class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the principal’s designee for appropriate action. If that action requires the continued presence of the pupil at the school site, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor/social worker or a school psychologist shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended during the period of the suspension, without the concurrence of the teacher of the class and the principal.”

“(b) A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.”

“(c) A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the principal’s designee for consideration of a suspension from the school.”
3. A teacher may request in writing that a conference be held concerning any student who, in the reasonable opinion of the teacher, presents a potential, actual, or immediate danger to the safety of the teacher. The principal shall within twenty-four (24) hours, when possible, schedule such a conference with the teacher and, if practicable, shall include any and all school nurses, psychologists, and/or counselor/social workers who have had contact with the student and the student’s parent or guardian. The conference shall develop and the principal shall implement any actions necessary to reasonably protect the safety of the teacher. If at any time a site or District administrator becomes aware that a student or students present a potential, actual, or immediate danger to the

safety of a teacher, the administrator shall within twenty-four (24) hours, when possible, notify the teacher and ask if a conference is warranted.

4. When a student has or is reasonably suspected to have engaged in illegal activities involving physical assault, illegal involvement with drugs or weapons, or other behavior set forth in Education Code Section 48900 and 49079, the District will furnish information from its normal business records about such student to the certificated employee(s) who has responsibility for such student. Any information received by the certificated employee shall be held in confidence for the limited purpose for which it was provided and shall not be further disseminated.
5. A copy of the current school discipline procedures, including the right to suspend a student, shall be made available to each teacher within thirty (30) days of the beginning of school each year.
6. Certificated employees may use an amount of force that is reasonable and necessary for a person employed by or engaged in a public school to quell a disturbance threatening physical injury to persons or damage of property, for purposes of self-defense, or to obtain possession of weapons or other dangerous objects within the control of the pupil.
7. The District shall make a reasonable effort to maintain safe working conditions and equipment, comply with standards prescribed by applicable laws and regulations which deal with teacher safety, security, and health, and conduct, as necessary, teacher education and training in development of safe procedures and practices. Safety must always be a consideration when duties are assigned to certificated employees.
8. The safety, security, and health program may include such matters as:
 - a. Providing necessary personal protective equipment and instructions for its use and care; providing mechanical and physical safeguards to the maximum extent that is possible
 - b. Investigating, promptly and thoroughly, every accident involving injuries to students or staff occurring on District property
 - c. Utilizing procedures for prompt attention to injuries, and medical controls to ensure that no injured certificated employee returns to work unless he/she is fit to perform his/her duties
 - d. Inspecting all heating and air conditioning systems on a yearly basis to make sure that they are operating properly and are not health hazards

- e. Ensuring that all work orders and repairs dealing with health, safety, and security conditions will receive priority and are rectified
 - f. Evaluating each school site annually by fire inspectors to insure that security and safety measures are adequate for the protection of staff, students, and school
9. The District Safety Committee shall be responsible for recommending safety policies and accident prevention awareness methods and reviewing ways of maintaining a safe environment. The safety committee shall meet at least annually.
10. Each certificated employee has the responsibility of reporting in writing hazardous conditions to his/her site administrator and to the District Safety Committee. The employee shall have access to the status of the work order and may further pursue the matter with the District Safety Committee.
11. Certificated employees shall immediately report cases of personal assault, battery and menace to the appropriate authorities. The District shall comply with all Education Code requirements. The District shall provide reasonable release time for the certificated employee to prepare and process any claims, including any Injury Report and workers' compensation claims, if appropriate, arising from an assault.
12. With regard to health care services:
- a. Certificated employees shall not be required to perform specialized health care services or lift a student, except in an emergency
 - b. The District shall comply with all Education Code and Title V provisions in order that the certificated employee may provide specialized health care in a safe, appropriate environment
 - c. The District shall indemnify and hold harmless from liability any certificated employee who performs, within the scope of his/her authority, specialized health care services.
13. Certificated employees shall not transport students, unless approved by the Board of Education.

ARTICLE XVIII

BENEFITS

1. The District shall provide certificated employees with the following fringe benefits:
 - a.
 - 1) Either Anthem Blue Cross Dental Net Group No. 16033J or Delta Dental Group No. 7026-2512, for employee and family coverage
 - 2) Life insurance for active employees only
 - 3) Vision Service Plan C for employee only coverage
 - b. Effective the 2017-2018 school year, the employer maximum annual contribution for medical coverage shall not exceed \$11,500. The intent of this agreement is that the single employee will not contribute to the cost of the plan.
 - 1) To facilitate the transition to the maximum annual contribution of \$11,500, the District will contribute up to the amount of the Kaiser Gold Employee + 2 or more for the 2017-2018 school year only.
 - c. Effective the 2018-2019 school year, the employer maximum annual contribution for medical coverage shall not exceed \$12,500.
 - d. Effective the 2019-2020 school year, the employer maximum annual contribution for medical coverage shall not exceed \$13,500.
 - e. Effective the 2020-2021 school year, the employer maximum annual contribution for medical coverage shall not exceed \$14,500.
2. The District shall offer to all certificated employees the opportunity to elect, at employee expense, dependent or family vision coverage with V.S.P. Any employee who elects such coverage shall pay the difference between the District paid coverage and the cost of the elected dependent or family plan.
3. Certificated employees who work a complete school year shall have fringe benefits under the District's fringe benefit program effective through the last day of June. Certificated employees who are employed subsequent to the first day of the school year and who sign the appropriate enrollment forms by the tenth of the month shall have fringe benefits commence at the beginning of the next pay period. Certificated employees who are employed subsequent to the first day of the school year and who sign the appropriate forms after the tenth of the month shall have fringe benefits commence at the beginning of the second pay period following the signing of the forms.

Certificated employees who terminate their employment prior to the close of the school year shall be under the District's fringe benefit program through the last day of June.

Certificated employees shall continue to be covered under the District's fringe benefit program through the last day of June during the year this Agreement terminates.

4. For 2017-2018, 2018-2019, 2019-2020 school years, the District will pay a maximum of \$2,000 per year toward one of the District's medical insurance plans for certificated employees who elect to retire by June 30 of these years and who have met the following criteria:
 - 1) Notify the District of their intent to retire by February 1 of the planned retirement year
 - 2) Have at least ten (10) years of service to the District and
 - 3) Will be at least fifty-seven (57) by September 1 of the planned retirement year

Certificated employees covered by this provision shall be entitled to the credit hereunder until age sixty-five (65).

For retirees who have served the District for a minimum of 20 years, the District will contribute the sum of \$50 per year for every additional year of service over the 20 years toward the medical insurance premium until the retiree reaches the age of 65 years.

Retirees may purchase medical and dental insurance for their spouse/registered domestic partners and/or dependents and vision coverage for themselves as permitted by the insurance carriers.

5. Membership in Employee Assistance Service for Education (EASE)-a program of counseling and referral services for employees and dependents who voluntarily request assistance with health or emotional problems.

ARTICLE XIX

SALARIES

1. Salary schedules currently in effect are attached hereto marked Attachment H.
2. Certificated employees entering the District for the first time shall, upon verification of previous experience and submission of transcripts, be formally placed on the appropriate salary schedule.

Year-for-year credit for prior school experience outside the District in a school recognized by the State or Federal accrediting system shall be allowed for purposes of placement on the salary schedule.

No credit for experience will be allowed for a fractional part of a year less than seventy-five percent (75%) of the total school year and such credit may be accumulated in two (2) school districts within the same school year.
3. Only those units (for horizontal status) will be counted which have been earned after receiving a Bachelor's degree, and given by an accredited university or college.
4. Credit will be given for each year of military service, providing the certificated employee is a certificated employee in the District at the time of entrance into the military service.
5. Certificated employees who have earned a Doctor of Philosophy degree or a Doctor of Education degree will be paid an additional five hundred dollars (\$500.00) annually.
6. Education Code Section 45041 is incorporated into this Agreement.
7. Certificated employees who have been previously employed by the District, left such employment, and then are subsequently reemployed within thirty-nine (39) months from the time of resignation will be placed on the salary schedule at the same position upon their return as they occupied at the time of their resignation, plus the earned increment advancement.
8. Placement within the column class is based on semester hours. Quarter-hour units are given a two-thirds (2/3) semester hour value.
9. Certificated employees who, in any one school year, serve for at least seventy-five percent (75%) of the number of school days the regular schools of the District are maintained shall be deemed to have served a complete year and be entitled to an advance on the salary schedule accordingly.
10. Certificated employees shall be entitled to advance one (1) step on the salary schedule for each full year of service, except those whose placement is at the maximum step for

their column class or whose contracts are limited to special funding and are not part of the salary schedules.

11. Certificated employees who have been employed in the education programs of the District as probationary or permanent certificated employees before being subsequently assigned to programs conducted under contract with public or private agencies will be entitled to continue step advancement on the salary schedule for each year of service while assigned to such restricted programs.
12. Certificated employees requesting approval of salary reclassification units or program of coursework must file their requests with the Assistant Superintendent of Personnel Services. Such requests shall have the prior approval of the principal and must also be approved by the Assistant Superintendent of Personnel Services at the time of filing to be considered toward a salary classification change. Approval will be granted if the course is related to the certificated employee's current or anticipated assignment within the District. Refer to form in Attachment I.

It is the responsibility of each certificated employee to provide supporting transcripts verifying postgraduate units of study that are to apply toward a salary classification change. Such transcripts must be filed with the Assistant Superintendent of Personnel Services no later than one (1) full month prior to implementation.

Audit courses will not be accepted as training credits valid for salary schedule placement or reclassification.

Credit will not be accepted for coursework taken in the armed services, except as it was taken in conjunction with an accredited college or university and can be verified through official transcripts.

Coursework taken through a foreign university or other institution which sponsors travel tours for credit must have such credits assigned upper division or graduate status, assigned a course title, be given unit value, and be acceptable as upper division credit by the registrar of the University of California.

13. The District shall provide each certificated employee by August 10, a statement showing the number of years of service, step and column, and amount of sick leave the District has on file.
14. Salary warrants for certificated employees shall be issued on or about the last working business day of each month between August 30 and June 30.

15. Optional deductions are those deductions the certificated employee may elect to have taken from the certificated employee's gross pay. These deductions must be initiated by the certificated employee, giving written authorization to the District to make such deduction. This authorization shall remain in effect continuously until the District receives from the certificated employee written notice withdrawing the authorization for the deduction. These deductions are made tenths. Optional deductions are permissible by resolution of the Board.
16. The amount of any charge levied by the Los Angeles County Office of Education caused by the action or inaction of an employee shall be deducted from the employee's pay warrant. Examples of such charges include garnishments, failure to notify the District of closed accounts resulting in direct deposit rejections or TSA redeposits, reassurance of stale-dated or duplicate warrants due to an employee's loss of his/her warrant or failure to deposit/cash the warrant within the allotted time, etc.
17. Stipends

Teachers who satisfy the criteria below shall be eligible to receive an annual stipend.

Special Education Stipend \$2,000

In order to be eligible for a special education stipend, a certificated employee must be assigned to one of the special education positions listed below and possess the appropriate Clear Special Education Credential required for that assignment:

- Learning Handicapped
- Severely Handicapped
- Physically Handicapped
- Speech Specialist
- Resource Specialist
- Adapted Physical Education

A certificated employee shall have the necessary certification on file in the Personnel Services Office by August 15 in order to receive the full stipend, or by January 15 to receive one-half (1/2) of the stipend.

Certificated employees hired after the start of the school year who are eligible to receive a stipend in accordance with this section shall have the stipend prorated in the same ratio as the number of days in their work year bears to the number of days in a regular work year for the position to which they are assigned.

18. The District designated Spanish bilingual psychologist and designated Spanish speech therapist shall receive an annual stipend of five hundred dollars (\$500).
19. The stipends provided herein shall be subject to STRS contributions.

ARTICLE XX

TRAVEL

1. Employees who are regularly assigned to more than one (1) school shall be paid the rate permitted by the Los Angeles County Office of Education or higher, if other District employees receive higher mileage, for travel between assigned schools.
2. Employees shall not be required nor shall they transport students without the approval of the Board of Education.

ARTICLE XXI

SCHOOL CALENDAR

Attached to this Agreement are the 2017-18, 2018-19 and 2019-20 school calendars, which describe all school days and all other working days for certificated employees during the 2017-18, 2018-19 and 2019-20 school years. The last day for students for each of the years shall be a minimum day.

In preparation for the opening of school, a certificated employee shall work one (1) of the calendared floating workdays and the designated workday. Teachers shall be responsible for informing the Principal and School Office Coordinator which floating work day he/she will be working no later than the morning of the day actually worked.

ARTICLE XXII

NON-DISCRIMINATION

The District and the East Whittier Education Association shall not take action against any certificated employee because of his or her exercise of rights granted under this Agreement nor on account of race, color, creed, religion, age, gender identification, sexual orientation, national origin or physical handicap.

ARTICLE XXIII

COMPLAINT PROCEDURE

Types of complaints:

Complaints concerning school personnel about alleged misapplication of the District's or school's policies, rules, or regulations should be made directly by the complainant to the person against whom the complaint is lodged. This complaint should be made within ten (10) working days after the alleged incident.

A complaint about anything to do with race, ethnicity, age, gender, religion, or physical or mental disability will be handled under the Uniform Complaint procedure.

Complaints concerning school employees regarding reasons listed in Education Code 44932 such as immoral conduct, unprofessional conduct, dishonesty, alcoholism or drug abuse, or criminal acts, will be handled by the administrator in accordance with Article XXV, Discipline.

For complaints concerning school personnel about alleged misapplication of the District's or school's policies, rules or regulations the following procedure will apply.

Informal Settlement of Complaints

Every effort should be made to resolve the complaint at the lowest possible level.

As soon as possible, but within three (3) working days, the administrator will notify the unit member involved that the administrator has received a complaint, and/or referred the complainant to her/him, along with the nature of the complaint.

If the complaint is not resolved at this level, the complainant is requested to seek, within ten (10) working days, the help of the administrator to resolve the complaint.

Formal Settlement of Complaints, Level 1

If the complaint, after review by the administrator, remains unresolved, the complainant shall put the complaint in writing and direct it to the administrative supervisor who shall review the complaint within ten (10) working days.

The employee about whom the complaint is made shall be kept informed of the status of the complaint and have the opportunity to respond in writing at any time during the complaint procedure. The employee will be given the opportunity to receive a copy of the written complaint. An updated copy of the Complaint Documentation Form will be given to the employee at the formal level of the complaint.

Failure of the complainant to put the complaint in writing will be considered by the District as a dropping of the complaint.

Formal Settlement of Complaints, Level 2

If the complaint, after review by the administrative supervisor remains unresolved, the administrative supervisor, within ten (10) working days, shall refer the written complaint, together with the administrator's report and analysis of the situation, to the Superintendent or his/her designee.

The Superintendent's decision shall be final unless the complainant, the employee or the Superintendent requests a closed hearing before the Board of Education on the complaint. If the employee so requests, an open hearing will be held.

The above procedure will be reviewed annually with certificated personnel at each school site and at the District level.

Hearing

No hearing, either open or closed, will be held by the Board of Education on any complaint unless and until the Board has received the Superintendent's written report concerning the complaint. The Superintendent's report shall contain, but not be limited to:

- 1) The name of each employee involved
- 2) A brief but specific summary of the nature of the complaint and the facts surrounding it, sufficient to inform the Board of Education and the employee(s) the precise nature of the complaint and to allow the employee(s) to prepare a defense
- 3) A true copy of the signed original of the complaint itself
- 4) A summary of the action taken by the Superintendent in connection with the complaint with the Superintendent's specific finding that disposition of the case at the Superintendent's level has not been possible and the reasons therefore

The District administration shall be available to assist the complainant in the procedures regarding the submission and handling of a formal complaint. The procedures regarding the submission and handling of complaints shall be made available to the complainant.

If a hearing is requested, all parties involved, including the school and/or District administrator, shall be requested to attend the hearing for the purposes of presentation of all available evidence, allowing every opportunity to clarify the issue.

The decision of the Board of Education following the hearing shall be final, except that the employee through the Association may, within ten (10) working days of receipt of the Board of Education's decision, appeal the decision as to whether the Board had just cause to issue its decision and, in addition, whether the complaint and other documents relating to the complaint

and hearing held before the Board of Education should remain a part of the employee's file. The appeal to arbitration, if any, shall follow the procedure set forth in the applicable Collective Bargaining Agreement.

Information of a derogatory nature shall not be entered or filed in a certificated employee's personnel file unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon.

ARTICLE XXIV

JOB SHARING/PART-TIME ASSIGNMENTS

Job Sharing

1. Definition/Requirements

- a. Job Sharing/Shared Teaching is a plan whereby two (2) teachers who have or who will have permanent status by the end of the school year in which the request is made, would voluntarily share the teaching responsibilities of one (1) full-time position.
- b. The District and the Association agree that job sharing is not a right but a privilege granted by the District to a pair of teachers whom the site administrator and Assistant Superintendent of Personnel Services believe to be compatible in all areas (instructional strategies, classroom management, personality, work habits, etc.). Although there is no cap on the number of job share positions at a school site, the number of job sharing teams may be a consideration for not adding an additional job sharing team at a school site.
- c. It is the unit member's responsibility to seek another permanent teacher in the District who is willing to participate in the program.
- d. The teacher shall sign a one-year job sharing agreement in conformance with this article. If the job sharing partner is unable to continue the program, the unit member agrees to return to full-time status or other mutually agreed upon status.
- e. The job sharing teacher will work two (2) days one week and three (3) days the alternate week (50% full-time equivalent) during the school year. Although this would be the typical job sharing assignment, an alternative job sharing arrangement may be proposed for consideration. The job sharing teacher shall be considered to be on a leave of absence for the remaining percentage of a full-time equivalent assignment. If approved, there is no limit to the number of years a teacher may be on a partial leave of absence for job sharing purposes.
- f. Both teachers shall put in the needed collaboration time to plan and maintain consistency in curriculum and discipline.
- g. Each job sharing team shall make arrangements to cover its adjunct duty responsibilities.
- h. Job Share teachers will attend:
 - 1) The two (2) work days prior to the opening of school

- 2) The first day of school for students
 - 3) All Teacher Training Days
 - 4) Other school events which other faculty members are required to attend
- i. Sick leave for that school year will be awarded based on the percentage of the job share assignment. In the event of absence of one job sharing partner, the other partner will substitute for that teacher whenever possible. Arrangements will be made between the partners to make up the days missed due to absences. Sick leave will be utilized on days when a substitute is called.
 - j. In the event that one of the job sharing partners attends a workshop, training, or conference, it is understood that the other partner will be given the opportunity to substitute for that partner.

2. Compensation

- a. Any reduction in employee status from full-time will result in a proportionate reduction in unit member salary, benefits, STRS, and movement on the salary schedule. Service rendered under the shared teaching portion of this article shall accumulate towards credit for one (1) year service and movement on the salary schedule. That is, if a teacher serves fifty percent (50%) in one (1) school year and then serves fifty percent (50%) in the second year, the teacher will make one (1) step advancement on the salary schedule at the beginning of the third school year. All step advancements on the salary schedule shall become effective at the beginning of the school year following the accumulation of one (1) year of service.
- b. When a job share teacher substitutes for their job sharing partner, they are to be paid at their own per diem rate.
- c. The job sharing teacher shall be entitled to receive prorated District fringe benefit contributions for medical and dental coverage in the same ratio as their individual service bears to their individual full-time employment and may purchase remaining insurance at the District group rate.
- d. Each job sharing teacher will receive the coverage of the District provided life insurance plan, employee vision coverage and the L.A. County Office of Education's EASE Program.
- e. During the annual enrollment period, if one Job Share Partner does not need medical insurance and signs a waiver that he/she has medical coverage through

a spouse/registered domestic partner, the other partner may receive the medical and dental benefits entitled to a full time employee.

3. Request and Approval Process

- a. Two teachers, who wish to job share, or continue their current job share, should develop a plan consistent with the provisions of this article and submit it to the appropriate site administrator by February 1. Both teachers must be in permanent status no later than the first day of school of the succeeding school year. The proposal shall include:
 - 1) Names of both teachers
 - 2) Grade level desired
 - 3) Percentage of time each member of team is proposing to work, i.e. 50%-50%; 60%-40%; or other alternative
 - 4) Tentative schedule
- b. The site administrator will consider the plan, analyze the compatibility of the teachers, determine the feasibility of job sharing on his/her campus, and make a recommendation to the Assistant Superintendent of Personnel Services.
- c. The Assistant Superintendent of Personnel Services will review and discuss the recommendation with the site administrator, and the employees will be notified by April 1 whether or not the job sharing plan has been approved. If the job sharing arrangement is not approved, the employee(s) may inquire of the principal, and shall be given the reasons for the denial.

4. Dissolution of Job Share

- a. When an existing job share team is dissolved, the teacher with the most seniority at the school will be entitled to that full-time position.
- b. If the seniority date at the school is equal, then the District hire date will be used to determine who is entitled to the full-time position.
- c. The displaced teacher shall have the right to an assignment within the District upon dissolution of the job share, but not necessarily to the position he/she held prior to or during the job share.

Part-Time

1. Definition/Requirements

- a. Part-time is a plan whereby one unit member works less than full time.
- b. The District and the Association agree that part-time status is not a right but a privilege granted by the District.
- c. The part-time unit member shall sign a one-year part-time agreement in conformance with this article.
- d. The part-time unit member shall put in the needed planning time to maintain consistency in program, curriculum and discipline.
- e. Part-time unit members will attend:
 - 1) The two (2) work days prior to the opening of school.
 - 2) The first day of school for students.
 - 3) All Teacher Training Days.
 - 4) Other school events which other faculty members are required to attend.
- f. Sick leave for that school year will be awarded based on the percentage of the part-time assignment.

2. Compensation

- a. Any reduction in employee status from full-time will result in a proportionate reduction in unit member salary, benefits, STRS, and movement on the salary schedule. Service rendered under the part-time portion of this Article shall accumulate towards credit for one (1) year service and movement on the salary schedule. That is, if a unit member serves fifty percent (50%) in one (1) school year and then serves fifty percent (50%) in the second year, the unit member will make one (1) step advancement on the salary schedule at the beginning of the third school year. All step advancements on the salary schedule shall become effective at the beginning of the school year following the accumulation of one (1) year of service.
 - 1) The part-time unit member shall be entitled to receive prorated District fringe benefit coverage contributions in the same ratio as their individual service bears to their individual full-time employment and may purchase remaining insurance at the District group rate.

- 2) Each part-time unit member will receive full coverage of the District provided life insurance plan, employee vision coverage and the L.A. County Office of Education's EASE Program.
- 3) When a part-time unit member is a teacher with students in a classroom, (e.g. a 50% RSP position) who desires a full-time position, and he/she is required to work a full day on the Teacher Training Days, the teacher will be provided time off to compensate for the additional time worked.

3. Request and Approval Process

- a. A unit member who wishes to work part-time should develop a plan consistent with the provisions of this article and submit it to the appropriate site administrator by February 1. The proposal shall include:
 - 1) Name
 - 2) Position desired
 - 3) Percentage of time the unit member is proposing to work
 - 4) Tentative schedule
- b. The site administrator will consider the plan and determine the feasibility of a part-time position, and make a recommendation to the Assistant Superintendent of Personnel Services.
- c. The Assistant Superintendent of Personnel Services will review and discuss the recommendation with the administrator, and the employee will be notified by April 1, whether or not the part-time plan has been approved. If the part-time plan is not approved, the employee may inquire of the administrator, and shall be given the reasons for the denial.

ARTICLE XXV

DISCIPLINE

1. Unit members shall not be disciplined except for just cause. The discipline imposed shall be reasonably related to the seriousness of the misconduct; and/or shall be reasonable in light of the number and frequency of prior incidents of misconduct by the unit member.
2. All disciplinary action by the District shall be corrective and progressive, rather than punitive. Discipline is typically progressive in nature beginning with informal assistance and advancing to written warning/reprimands, possible suspension, and perhaps eventually dismissal.
3. However, in the event of major infractions of the Education Code 44938, Board Policy, or State/Federal Law, the District retains all rights granted by law to impose discipline and dismissals.

ARTICLE XXVI

PEER ASSISTANCE AND REVIEW

1. Purpose

The Peer Assistance and Review Program (PAR) allows exemplary teachers to assist identified permanent teachers in the areas of subject matter and instructional strategies. The Program's assistance shall be provided through Consulting Teachers under the direction and coordination of a Joint Panel. The Program shall not involve the participation in nor the conducting of the annual evaluation of certificated unit members as set forth in the Evaluation Article of this Agreement, except for making available to the evaluator the results of a Participating Teacher's involvement in the Program.

2. Joint Panel

- a. The Peer Assistance and Review Program will be administered by a Panel consisting of seven (7) members (referred to as Panel), four (4) certificated classroom teachers selected by the Association and three (3) administrators selected by the Superintendent.
- b. The terms of office for teachers on the Panel shall be three (3) years, except the first terms will be two (2) two-year terms and two (2) three-year terms. Panel members will be selected by March 15.
- c. The terms of office for administrators on the Panel shall be three (3) years, except the first terms will be one (1) two-year term and two (2) three-year terms. Panel members will be selected by March 15.
- d. To qualify for membership on the Panel, teachers must meet the following minimum requirements:
 - 1) A valid clear California teaching credential
 - 2) Achieved permanent status in the District
 - 3) Have on file a current satisfactory evaluation containing no areas indicating improvement needed
 - 4) A minimum of five (5) years of recent and successful classroom teaching experience
- e. The Panel will be chaired in the first year by a Teacher Representative, and in the following year by a member selected by the District. The chair will thereafter rotate on an annual basis between Association and District members.

- f. Although the Panel will determine its own meeting schedule, it shall schedule a meeting at least once each trimester. Five of the seven Panel members will constitute a quorum for purposes of meeting and conducting business. The Joint Panel will make all decisions through consensus. Failing to reach consensus, decisions will be made by a grand majority vote (five out of seven).
- g. At the discretion of the Panel, meetings may take place either during the regular workday or after work hours. Teachers who are members of the Panel shall be released from their regular duties to attend meetings and/or training, without loss of pay or benefits. If the meetings go beyond or take place after the regular workday, teachers shall be compensated at the Task Force rate of pay. A budget of four thousand dollars (\$4,000) shall be available for Panel members to utilize for operating expenses (release time, training sessions, materials, etc.).
- h. The Panel may establish internal operating procedures as well as any guidelines necessary to implement the provisions of this Article. Said guidelines or procedures shall be consistent with the provisions of this Agreement and the law.
- i. The Panel shall be responsible for the following:
 - 1) Selecting and assigning Consulting Teachers.
 - a) Establishing the selection process including application processing, observing, and interviewing
 - b) Determining and posting the number/descriptions of Consulting Teachers positions that will be needed
 - c) Interviewing, observing, selecting, and assigning Consulting Teachers
 - 2) Notifying the Consulting Teacher, Participating Teacher, Principal, and Assistant Superintendent of Personnel Services of the assignment of the Consulting Teacher to the Participating Teacher. The Consulting Teacher and/or Participating Teacher shall have the opportunity to petition the Panel for an assignment change.
 - 3) Monitoring the Consulting Teachers, and reviewing their reports on the progress of the Participating Teachers.
 - 4) Communicating with the Participating Teacher to determine the Program's effectiveness.
 - 5) Encouraging a cooperative relationship between the Consulting Teacher and the Principal.

- 6) Coordinating with the Assistant Superintendent of Educational Support Services to provide program training as necessary to Consulting Teachers, Participating Teachers, and Panel members.
- 7) Reviewing the final reports made by the Consulting Teachers and submitting to the Governing Board an annual assessment of the Program's impact, including forwarding the names of individuals who did not make satisfactory progress. The report will include:
 - a) A brief description/narrative of the PAR Program and its impact
 - b) The number of teachers participating in the program and whether or not it was successful for the participants
 - c) A confidential list of names of individuals who, after sustained assistance, were unable to demonstrate satisfactory improvement
- 8) Determining whether a Participating Teacher will benefit from continued participation in the Program.

3. Participating Teachers

- a. A Participating Teacher is a teacher with permanent status who receives assistance to improve his/her instructional strategies and/or knowledge of subject matter as a result of a final unsatisfactory evaluation. The Assistant Superintendent of Personnel Services will notify the teacher who has been referred to participate in the PAR Program. This written notification will be mailed within three (3) working days after May 1.
- b. After referral to the Program, a Participating Teacher will receive from the Joint Panel a list of potential Consulting Teachers. The Participating Teacher may indicate his/her preferences of Consulting Teachers by prioritizing the list and returning it to the Joint Panel. From the prioritized list, the Panel will select a Consulting Teacher who they believe will successfully assist the Participating Teacher.
- c. The Participating Teacher has the right to meet with the Joint Panel to discuss the assignment of the Consulting Teacher.
- d. The Participating Teacher will sign and receive copies of all written reports submitted by the Consulting Teacher to the Joint Panel and the site administrator. The Participating Teacher's signing of the report does not mean agreement, but rather that he/she has received a copy of the report. The Participating Teacher shall have the right to submit a written response to any

report. The Participating Teacher shall also have the right to request a meeting with the Joint Panel.

- e. The results of the teacher's participation in the Program shall be made available as part of the Participating Teacher's annual evaluation.
- f. The Participating Teacher has the right to be represented throughout procedures by an Association representative.
- g. A Volunteering Teacher is a teacher who volunteers to participate in the PAR Program. A Volunteering Teacher may request involvement in the Program by notifying the Joint Panel during the first two weeks in January and/or May. The purpose of participation in the Program for the Volunteering Teacher is for peer assistance only. No written records shall be kept, and the Consulting Teacher shall not share with the site administrator or members of the Joint Panel the results of the assistance. The Volunteering Teacher has the right to meet with the Joint Panel to discuss the assignment of the Consulting Teacher. The Volunteering Teacher may terminate his/her participation in the Program at any time. The number of Volunteering Teachers shall be determined by the Joint Panel based on available funding and the availability of Consulting Teachers.

4. Consulting Teachers

- a. The Consulting Teacher is a permanent teacher who provides assistance to a Participating Teacher pursuant to the PAR Program.
- b. The Consulting Teachers will have and maintain the following minimum qualifications:
 - 1) A valid clear California teaching credential
 - 2) Achieved permanent status in the District
 - 3) Maintain a current satisfactory evaluation with no areas indicating improvement needed
 - 4) A minimum of seven (7) years of recent and successful classroom teaching experience
 - 5) Ability to work cooperatively and effectively with other teachers and administrators
 - 6) Demonstrate exemplary teaching ability

- 7) Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts
 - 8) Ability to communicate effectively both orally and in writing
- c. Once the Joint Panel determines that Consulting Teachers will be needed, a notice of vacancy will be posted at all school sites and in the District Office.
 - d. Following classroom observations of all candidates, the Joint Panel shall select the Consulting Teachers.
 - e. From the Participating Teacher's prioritized list of Consulting Teachers, the Joint Panel will select one to assist a Participating Teacher. The assigned Consulting Teacher will be notified of the placement, and may petition the Panel for an assignment change.
 - f. A Consulting Teacher's term will be three (3) years. Consulting Teachers who are selected but not assigned shall remain in the Consulting Teacher pool for possible future assignment as long as they continue to meet the minimum qualifications.
 - g. The Panel will monitor the interventions of the Consulting Teachers and may reassign a Consulting Teacher at any time because of specific needs of the PAR Program. The Panel will provide the Consulting Teacher with a written statement of the reasons for the reassignment, and, at the request of the Consulting Teacher, will meet with him/her to discuss the reasons.
 - h. A Consulting Teacher shall provide assistance to a Participating Teacher in improving instructional performance. This assistance may include, but not be limited to, the following activities:
 - 1) Reviewing a Principal's summary report of concerns based upon the Participating Teacher's unsatisfactory performance evaluations in the areas of knowledge of subject matter and/or instructional strategies.
 - 2) Meeting with the Participating Teacher first and then the principal to gain a better understanding of the type of assistance that is needed.
 - 3) Developing goals and a plan of assistance in cooperation with the Principal and Participating Teacher, and submitting such to the Joint Panel.
 - 4) Conducting multiple observations of the Participating Teacher during periods of classroom instruction with both pre-observation and post-

observation conferences. These observations should be a combination of scheduled and unscheduled visits.

- 5) Meeting frequently with the Participating Teacher and providing assistance to help him/her improve in the targeted areas.
 - 6) Arranging for training and staff development activities to assist the Participating Teacher.
 - 7) Arranging for the demonstration and observation of exemplary teaching practices for the Participating Teacher.
 - 8) Meeting frequently with the principal and maintaining a cooperative working relationship.
 - 9) Maintaining a log of observations, conferences, training, and interventions as well as keeping appropriate records of the Participating Teacher's progress.
 - 10) Providing written reports, at least every 6-8 weeks, to the Participating Teacher, Principal, and the Joint Panel that address the observations, conferences, training, interventions, and progress of the Participating Teacher. All reports shall be signed by the Consulting Teacher, Participating Teacher, and the Principal prior to submission to the Panel.
 - 11) Submitting a final written report to the Joint Panel by April 1 which shall include:
 - a) A summary of the assistance provided to the Participating Teacher.
 - b) An assessment of the Program's effectiveness for the Participating Teacher.
 - c) Copies of all logs and progress reports.
 - 12) Making available, as part of the Participating Teacher's annual evaluation, the results of the teacher's participation in the PAR.
- i. A Consulting Teacher shall be provided release time to conduct observations, attend training sessions, and complete other responsibilities related to his/her duties as a Consulting Teacher. For activities that extend beyond or take place after the regular workday, a Consulting Teacher shall be compensated at the PAR Consulting Teacher rate of pay, except during training sessions and meetings with the Joint Panel. In such cases, the rate of pay shall be the Task Force rate of pay. Total compensation shall not exceed an annual sum of four

thousand dollars (\$4,000). A budget of two thousand dollars (\$2,000) shall be available for the Consulting Teacher and Participating Teacher to utilize for release time, training sessions, and materials. An appeal for additional hours and/or funds may be made to the Joint Panel.

- j. A Consulting Teacher shall continue to provide assistance to the Participating Teacher for one school year, with a possible 6-month extension by the Joint Panel.

5. Other Provisions

- a. All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential and kept secure outside of the Participating Teacher's personnel file by the Assistant Superintendent of Personnel Services. Therefore, Joint Panel members, Consulting Teachers, and Participating Teachers may disclose such information only as necessary to administer this Article or in response to a subpoena or court order. Members of the Joint Panel, Consulting Teachers, and Participating Teachers shall sign a statement pledging to keep all matters relating to the PAR Program confidential.
- b. Any Consulting Teacher who receives an unsatisfactory annual performance evaluation shall be replaced by the Joint Panel. The Association shall replace any unit member of the Joint Panel who receives an unsatisfactory annual performance evaluation.
- c. Upon request, Participating Teachers, Volunteering Teachers, Consulting Teachers, and unit members of the Joint Panel have the right to representation by the Association.
- d. The District shall defend and hold harmless individual Joint Panel members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this Program.
- e. In the event that the Legislature discontinues or fails to appropriately fund the Peer Assistance and Review Program, the Association and the District agree to terminate the Program.

6. Compensation

- a. Unit Members of the Joint Panel shall receive:
 - 1) The "Task Force" rate of pay for work beyond the regular workday.
 - 2) A budget of up to four thousand dollars (\$4,000) for release time, training sessions, and materials.

- b. Consulting Teachers shall receive:
- 1) The PAR Consulting Teacher rate of pay of fifty dollars (\$50) per hour for working with Participating Teachers beyond the regular workday.
 - 2) The “Task Force” rate of pay for attending training sessions and/or meeting with the Joint Panel beyond the regular workday.
 - 3) Total compensation shall not exceed an annual sum of four thousand dollars (\$4,000).
 - 4) A budget of up to two thousand dollars (\$2,000) for release time, training sessions, and materials for the Consulting Teacher and Participating Teacher.
 - 5) An appeal for additional hours and/or funds may be made to the Joint Panel.

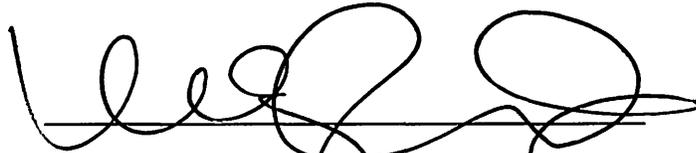
ARTICLE XXVII

MISCELLANEOUS

1. This Agreement shall constitute the full and complete agreement between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendments to this Agreement. All prior agreements between the parties, whether written or oral, are hereby merged into this Agreement.
2. Any individual contract between the District and an individual certificated employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement.
3. This Agreement shall supersede any rules, regulations, or practices of the Board which are or may in the future be in conflict with or inconsistent with its terms.
4. Within thirty (30) days of ratification of this Agreement by both parties herein, the District shall prepare, place on the website and make copies available to any certificated employee who requests a copy. The cost of preparation shall be paid by the District.
5. A certificated employee's resignation may be accepted by the Superintendent or designee.
6. The District and the Association state that they have fully and completely bargained over all matters which are within the scope of representation, as described in Section 3543.2 of the Government Code. Any matter not included in this Agreement is specifically and deliberately excluded and shall not be negotiated during the term of this Agreement, except when the parties mutually agree in writing.
7. If any one or more of the provisions of this Agreement is found by a court of last resort to be contrary to law, then such provision or application will be invalid only to the extent required by law, but all other provisions or applications shall continue in full force and effect. Should a provision or application be held invalid, as described herein, the parties shall meet not later than ten (10) days after such court decision is received by the parties to meet and negotiate regarding the provision or provisions affected.
8. Any changes in certificated employee benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten (10) days of such amendment or repeal to meet and negotiate regarding the effect of these changes on this Agreement.

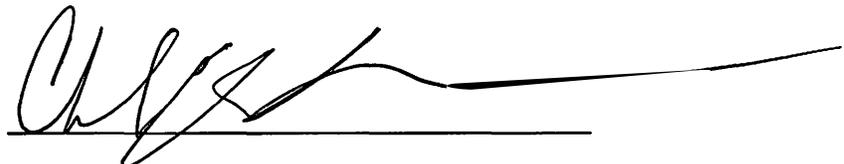
Signed this 14th day of May, 2018 at Whittier, California.

EAST WHITTIER EDUCATION ASSOCIATION



Missy Michaud, President

EAST WHITTIER CITY SCHOOL DISTRICT



Christine Chacon Sullivan, President, Board of Education



Marc Patterson, Superintendent of Schools and
Secretary, Board of Education

EAST WHITTIER CITY SCHOOL DISTRICT

Grievance Report

1. A “grievance” is a claim, by one or more employees covered by the Collective Bargaining Agreement or the Association, that there has been a violation of any specific provision or provisions of the Agreement which adversely affects the employee or employees or the Association.
2. The “grievant” is the employee or employees making the claim.
3. The “management representative” is the employee’s principal or immediate supervisor.

Name of Grievant _____

School or Department _____

Position/Assignment _____

A. Date and Time of Grievance _____

B. Master Contract Reference (Article and Section) _____

C. Statement of Grievance _____

D. Remedy Desired _____

E. Comments _____

Date Filed _____

Signature of Grievant

Date Received _____

Signature of Management Representative

**EAST WHITTIER CITY SCHOOL DISTRICT
CATASTROPHIC LEAVE REQUEST FORM**

CSEA
 EWEA

PART A. TO BE COMPLETED BY BARGAINING UNIT EMPLOYEE

Name: _____ EID Number: _____

School or Department: _____

Please check your preference for posting of the request for donated leave.

Your school site only All school sites District office

I hereby certify that the information on this request is true and accurate to the best of my knowledge.

Employee Signature

Date

Qualifying Family Member/Association Representative Signature
(If applicable)

Date

Definition: "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee or immediate family member for an extended period of time, and taking this extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her fully-paid sick leave.*

**Immediate family member shall be defined as the employee's spouse, registered domestic partner, and children/step-children.*

PART B. TO BE COMPLETED BY ATTENDING PHYSICIAN

1. Does the applicant meet the above criteria for "Catastrophic Illness/Injury"? Yes No

2. Expected Duration of Illness: _____

Physician's Name: _____ License #: _____

Physician's Signature: _____ Date: _____

Address: _____ Phone: _____

City/State/Zip: _____

PART C. TO BE COMPLETED BY PAYROLL DEPARTMENT

Name of Employee: _____

Date all fully-paid sick leave has been or will be exhausted: _____ / _____ / _____

Signature of Payroll Department

Date

PART D. TO BE REVIEWED BY PERSONNEL DEPARTMENT

The Personnel Office shall publish and post a request for donation notice at each requested District work site. The notice shall specify a window period of thirty (30) workdays from the date the notice is published for receipt of donations. The notice shall include the name of the requesting employee and work site.

Approved Not Approved

Assistant Superintendent, Personnel or Designee

Date

Distribution: Personnel (original) Payroll Employee

**EAST WHITTIER CITY SCHOOL DISTRICT
CATASTROPHIC LEAVE DONATION FORM
FOR CERTIFICATED EMPLOYEES**

EMPLOYEE (DONOR) NAME	
WORK LOCATION	POSITION
Name of the certificated employee to whom I would like to donate unused sick leave.	
Number of days that I would like to donate for this catastrophic illness. (Maximum of 10 days)	
<p>I understand the following:</p> <ol style="list-style-type: none"> 1. It is my intention to donate the number of days noted above. 2. I must have a surplus of 15 days of sick leave after my donation. 3. This donation of sick leave is irrevocable upon receipt by the Personnel Office. 4. The donation of my sick leave affects my retirement service credit under STRS. 5. This information shall remain confidential. 	
EMPLOYEE (DONOR) SIGNATURE	DATE

DISTRICT USE ONLY	
<p>CERTIFICATION BY CERTIFICATED PAYROLL</p> <p>The above named donor.</p> <p><input type="checkbox"/> Meets the eligibility criteria to donate _____ days of sick leave and will retain a surplus of _____ days of sick leave after donation. His/her balance has been reduced accordingly.</p> <p><input type="checkbox"/> Does not meet the eligibility criteria to donate days of sick leave because:</p> <p style="padding-left: 20px;"><input type="checkbox"/> The donation would leave the donor with _____ days of sick leave.</p> <p style="padding-left: 20px;"><input type="checkbox"/> Other (Explain) _____</p>	
<p>_____ Signature of Payroll Office</p>	<p>_____ Date</p>

<p>APPROVED BY:</p> <p>_____ Assistant Superintendent, Personnel or Designee</p>		<p>_____ Date</p>
---	--	-----------------------

Distribution:

Personnel (original)

Payroll

Employee

**EAST WHITTIER CITY SCHOOL DISTRICT
INSTRUCTIONAL CERTIFICATED EMPLOYEE EVALUATION
ANNUAL OBJECTIVES**

Teacher	Evaluator		
School	Assignment	Date	
Certificated Status:			
Permanent	1 st Year Probationary	2 nd Year Probationary	Intern
			Provisional
			Temporary

All instructional certificated employees shall be assessed and evaluated on the six California Standards for the Teaching Profession, as well as the five major performance areas in Ed. Code 44662 (student progress, learning environment, curricular adherence, techniques and strategies, and related responsibilities.) The criteria for related responsibilities is listed on page 2 of this document. The evaluatee will select two performance/standards areas that he/she would like to emphasize this year and write an objective collaboratively with the evaluator in those areas. The evaluator may select an additional area(s) of emphasis and request the evaluatee to write one or more objectives. There is to be a maximum of four (4) objectives. The evaluator will review progress with the employee prior to the finalization of the employee's performance rating. A final evaluation meeting, including objective review, will take place prior to May 1.

Standard One: Engaging and Supporting All Student Learning

- 1.1 Connects students' prior knowledge, life experience, and interests with learning goals
- 1.2 Uses a variety of instructional strategies and resources to respond to students' diverse needs
- 1.3 Facilitates learning experiences that promote autonomy, interaction, and choice
- 1.4 Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful
- 1.5 Promotes self-directed, reflective learning for all students

Status of Objective: _____

Standard Two: Creates and Maintains an Effective Environment for Student Learning

- 2.1 Creates a physical environment that engages all students
- 2.2 Establishes a climate that promotes fairness and respect
- 2.3 Promotes social development and group responsibility
- 2.4 Establishes and maintains standards for student behavior
- 2.5 Plans and implements classroom procedures and routines that support student learning

Status of Objective: _____

Standard Three: Understands and Organizes Subject Matter for Student Learning

- 3.1 Demonstrates knowledge of subject matter and content and student development
- 3.2 Organizes curriculum to support student understanding of subject matter
- 3.3 Interrelates ideas and information within and across subject matter areas
- 3.4 Develops student understanding through instructional strategies that are appropriate to the subject matter
- 3.5 Uses materials, resources, and technologies to make subject matter accessible to students

Status of Objective: _____

Standard Four: Plans Instruction and Designs Learning Experiences for All Students

- 4.1 Draws on and values students' background, interests, and developmental learning needs
- 4.2 Establishes and articulates goals for student learning
- 4.3 Develops and sequences instructional activities and materials for student learning
- 4.4 Designs short-term and long-term plans to foster student learning
- 4.5 Modifies instructional plans to adjust for student needs

Status of Objective: _____

EAST WHITTIER CITY SCHOOL DISTRICT
EVALUATION OF INSTRUCTIONAL
CERTIFICATED EMPLOYEE

Name	Location
<p>Standard Five: <i>Assesses Student Learning</i></p> <p>5.1 Establishes and communicates learning goals for all students</p> <p>5.2 Collects and uses multiple sources of information to assess student learning</p> <p>5.3 Involves and guides all students in assessing their own learning</p> <p>5.4 Uses the results of assessments to guide instruction</p> <p>5.5 Communicates with students, families, and other audiences about student progress</p> <p>5.6 Provides evidence of student achievement toward meeting grade level standards</p>	<p>Status of Objective: _____</p>
<p>Standard Six: <i>Develops as a Professional Educator</i></p> <p>6.1 Reflects, plans, establishes professional goals, and pursues opportunities to grow professionally</p> <p>6.2 Works with colleagues to improve professional practice</p> <p>6.3 Conducts timely and effective conferences with students, parents, and support personnel concerning individual student needs</p> <p>6.4 Adheres to District/school policies, rules, curriculum, and content standards</p> <p>6.5 Accepts and fulfills instructional duties and responsibilities in a timely and effective manner</p> <p>6.6 Accepts and fulfills non-instructional duties and responsibilities (i.e. attendance, punctuality, supervision, meetings, committees, etc.) in a timely manner</p>	<p>Status of Objective: _____</p>
<p>Other: <i>Related Responsibilities</i></p> <ul style="list-style-type: none"> - Serves as a model and provides opportunities that encourage students in developing self-control and a sense of responsibility - Respects the worth and dignity of the individual without bias or prejudice - Teaches to and supports the established objectives and curriculum of the school/district - Communicates effectively with students, parents, staff and community using appropriate oral and written form - Originates and/or completes the required parental contacts and notifications, written and/or oral in a timely manner - Maintains reports and records accurately and promptly - Performs duties and assignments in a punctual and responsible manner - Supports established Board/school policies and procedures and observes the proper line of authority - Represents the objectives, programs, and policies of the school to parents and community groups - Maintains a cooperative, effective and professional working relationship with all staff members - Uses confidential information for professional purposes only - Maintains high standards of ethics, honesty and integrity 	<p>Status of Objective: _____</p>

The evaluator and evaluatee have met and discussed the objectives indicated above.

Evaluator (Signature)	Date Objectives Set	Evaluatee (Signature)
-----------------------	---------------------	-----------------------

EAST WHITTIER CITY SCHOOL DISTRICT

Overall Performance/Commendation/Recommendations

Date of Observations:	Date of Conference/Feedback:
-----------------------	------------------------------

Status of this Evaluation: based on the six California Standards for the Teaching Profession, as well as the five major performance areas in Ed. Code 44662 (student progress, learning environment, curricular adherence, techniques and strategies, and related responsibilities).

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Satisfactory and Meets Expectations | <input type="checkbox"/> Satisfactory but in need of improvement in specific area(s) | <input type="checkbox"/> Unsatisfactory Performance | <input type="checkbox"/> Unsatisfactory Performance and recommended for PAR Program |
|--|--|---|---|

It is understood that in signing this evaluation I acknowledge having seen and discussed this report. A signature does not necessarily indicate agreement. I have received a copy of this evaluation.

Evaluator (Signature)

Date

Evaluatee (Signature)

Date of Conference and Received Draft Copy

Receipt of Final Draft

Initial

Check if a response is attached. The teacher's response becomes a part of the evaluation.

EAST WHITTIER CITY SCHOOL DISTRICT
INSTRUCTIONAL CERTIFICATED EMPLOYEE
NON-EVALUATION ANNUAL OBJECTIVES

Teacher	Evaluator	
School	Assignment	Date
<p>All instructional certificated employees shall be assessed and evaluated on the six California Standards for the Teaching Profession, as well as the five major performance areas in Ed. Code 44662 (student progress, learning environment, curricular adherence, techniques and strategies, and related responsibilities). The criteria for related responsibilities is listed on page 2 of this document. The evaluatee will select two performance/standards areas that he/she would like to emphasize this year and write an objective collaboratively with the evaluator in those areas. The evaluator may select an additional area(s) of emphasis and request the evaluatee to write one or more objectives. There is to be a maximum of four (4) objectives. The evaluator will review progress with the employee prior to the finalization of the employee's performance rating. A final evaluation meeting, including objective review, will take place prior to May 1.</p>		
<p><u>Standard One: <i>Engaging and Supporting All Student Learning</i></u></p> <p>1.1 Connects students' prior knowledge, life experience, and interests with learning goals</p> <p>1.2 Uses a variety of instructional strategies and resources to respond to students' diverse needs</p> <p>1.3 Facilitates learning experiences that promote autonomy, interaction, and choice</p> <p>1.4 Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful</p> <p>1.5 Promotes self-directed, reflective learning for all students</p>		
<p><u>Standard Two: <i>Creates and Maintains an Effective Environment for Student Learning</i></u></p> <p>2.1 Creates a physical environment that engages all students</p> <p>2.2 Establishes a climate that promotes fairness and respect</p> <p>2.3 Promotes social development and group responsibility</p> <p>2.4 Establishes and maintains standards for student behavior</p> <p>2.5 Plans and implements classroom procedures and routines that support student learning</p>		
<p><u>Standard Three: <i>Understands and Organizes Subject Matter for Student Learning</i></u></p> <p>3.1 Demonstrates knowledge of subject matter and content and student development</p> <p>3.2 Organizes curriculum to support student understanding of subject matter</p> <p>3.3 Interrelates ideas and information within and across subject matter areas</p> <p>3.4 Develops student understanding through instructional strategies that are appropriate to the subject matter</p> <p>3.5 Uses materials, resources, and technologies to make subject matter accessible to students</p>		
<p><u>Standard Four: <i>Plans Instruction and Designs Learning Experiences for All Students</i></u></p> <p>4.1 Draws on and values students' background, interests, and developmental learning needs</p> <p>4.2 Establishes and articulates goals for student learning</p> <p>4.3 Develops and sequences instructional activities and materials for student learning</p> <p>4.4 Designs short-term and long-term plans to foster student learning</p> <p>4.5 Modifies instructional plans to adjust for student needs</p>		

EAST WHITTIER CITY SCHOOL DISTRICT
INSTRUCTIONAL CERTIFICATED EMPLOYEE
NON-EVALUATION ANNUAL OBJECTIVES

Name	Location
<p><u>Standard Five: Assesses Student Learning</u></p> <p>5.1 Establishes and communicates learning goals for all students</p> <p>5.2 Collects and uses multiple sources of information to assess student learning</p> <p>5.3 Involves and guides all students in assessing their own learning</p> <p>5.4 Uses the results of assessments to guide instruction</p> <p>5.5 Communicates with students, families, and other audiences about student progress</p> <p>5.6 Provides evidence of student achievement toward meeting grade level standards</p>	
<p><u>Standard Six: Develops as a Professional Educator</u></p> <p>6.1 Reflects, plans, establishes professional goals, and pursues opportunities to grow professionally</p> <p>6.2 Works with colleagues to improve professional practice</p> <p>6.3 Conducts timely and effective conferences with students, parents, and support personnel concerning individual student needs</p> <p>6.4 Adheres to District/school policies, rules, curriculum, and content standards</p> <p>6.5 Accepts and fulfills instructional duties and responsibilities in a timely and effective manner</p> <p>6.6 Accepts and fulfills non-instructional duties and responsibilities (i.e. attendance, punctuality, supervision, meetings, committees, etc.) in a timely manner</p>	
<p><u>Other: Related Responsibilities</u></p> <ul style="list-style-type: none"> - Serves as a model and provides opportunities that encourage students in developing self-control and a sense of responsibility - Respects the worth and dignity of the individual without bias or prejudice - Teaches to and supports the established objectives and curriculum of the school/district - Communicates effectively with students, parents, staff and community using appropriate oral and written form - Originates and/or completes the required parental contacts and notifications, written and/or oral in a timely manner - Maintains reports and records accurately and promptly - Performs duties and assignments in a punctual and responsible manner - Supports established Board/school policies and procedures and observes the proper line of authority - Represents the objectives, programs, and policies of the school to parents and community groups - Maintains a cooperative, effective and professional working relationship with all staff members - Uses confidential information for professional purposes only - Maintains high standards of ethics, honesty and integrity 	

The evaluator and evaluatee have met and discussed the objectives indicated above.

Evaluator (Signature)

Date Objectives Set

Evaluatee (Signature)

Evaluator (Signature)

Date of Spring Objectives

Evaluatee (Signature)

EAST WHITTIER CITY SCHOOL DISTRICT

Teacher's Reflection on Objectives

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Definitions of Classroom Observations

Walk-through

The administrator makes a brief visit of less than 10 minutes.

Drop-in

The administrator makes a visit of more than 10 minutes in a classroom. In a timely manner, he/she will acknowledge the visit to the teacher orally or in writing when appropriate.

Scheduled Observation

The teacher and administrator have mutually agreed on a time to observe a particular lesson.

Formal Observation

A scheduled observation in which the administrator may request the learning/objective prior to the lesson. A post conference will be scheduled in a timely manner.

**EAST WHITTIER CITY SCHOOL DISTRICT
GUIDE FOR CLASSROOM OBSERVATION**

_____ Certificated Employee	_____ Class/Activity	_____ Date/Time
_____ Supervisor	_____ Length of Observation	Scheduled <input type="checkbox"/> Unscheduled <input type="checkbox"/>

SUMMARY OF LESSON AND ACTIVITIES

STANDARDS	COMMENTS
<p>I. ENGAGES ALL STUDENTS IN THE LEARNING PROCESS</p> <p>Elements:</p> <p><input type="checkbox"/> 1.1 Makes learning goals and instructional procedures clear to all students</p> <p><input type="checkbox"/> 1.1 Makes content and processes comprehensible and meaningful to all students</p> <p><input type="checkbox"/> 1.2 Identifies and addresses the varying abilities and needs of each student</p> <p><input type="checkbox"/> 1.3 Fosters student-directed learning</p> <p><input type="checkbox"/> 1.3 Guides and coaches students in the learning process</p> <p><input type="checkbox"/> 1.4 Encourages students to extend their thinking</p> <p><input type="checkbox"/> 1.5 Uses students' prior knowledge to focus and engage learners</p> <p><input type="checkbox"/> Other:</p>	
<p>II. CREATES AND MAINTAINS AN EFFECTIVE ENVIRONMENT FOR STUDENT LEARNING</p> <p>Elements:</p> <p><input type="checkbox"/> 2.1 Organizes the physical environment to support teaching and learning</p> <p><input type="checkbox"/> 2.2 Establishes a climate that promotes fairness, respect, and access to learning</p> <p><input type="checkbox"/> 2.2 Establishes and maintains rapport with students</p> <p><input type="checkbox"/> 2.3 Promotes social development and group responsibility</p> <p><input type="checkbox"/> 2.4 Establishes and maintains standards for student behavior</p> <p><input type="checkbox"/> 2.5 Plans and implements classroom procedures and routines</p> <p><input type="checkbox"/> 2.6 Uses instructional time effectively</p> <p><input type="checkbox"/> Establishes a safe environment for students</p> <p><input type="checkbox"/> Communicates directions clearly</p> <p><input type="checkbox"/> Other:</p>	
<p>III. UNDERSTANDS AND ORGANIZES CONTENT KNOWLEDGE FOR STUDENT LEARNING</p> <p>Elements:</p> <p><input type="checkbox"/> 3.1 Demonstrates knowledge of subject matter content</p> <p><input type="checkbox"/> 3.2 Organizes curriculum to support student understanding of the subject matter</p> <p><input type="checkbox"/> 3.3 Demonstrates understanding of key subject matter concepts and their interrelationships for students</p> <p><input type="checkbox"/> 3.3 Integrates ideas and information across disciplines</p> <p><input type="checkbox"/> 3.4 Uses instructional strategies that develop student understanding</p> <p><input type="checkbox"/> 3.5 Uses appropriate instructional strategies, materials, resources, and technology to make subject matter accessible to students</p> <p><input type="checkbox"/> Adheres to district curriculum and course outlines</p> <p><input type="checkbox"/> Other:</p>	

STANDARDS	COMMENTS
<p>IV. PLANS INSTRUCTION AND DESIGNS EFFECTIVE LEARNING EXPERIENCES FOR ALL STUDENTS</p> <p>Elements:</p> <p><input type="checkbox"/> 4.1 Uses knowledge of student background, ability and experience to plan instruction</p> <p><input type="checkbox"/> 4.1 Draws upon student diversity in planning instruction</p> <p><input type="checkbox"/> 4.2 Establishes and articulates challenging learning goals for all students</p> <p><input type="checkbox"/> 4.3 Designs lessons with clear goals and logical transitions</p> <p><input type="checkbox"/> 4.3 Demonstrates an understanding of the connection between past and future learning experiences</p> <p><input type="checkbox"/> 4.4 Demonstrates understanding of students' developmental learning needs</p> <p><input type="checkbox"/> 4.5 Designs instructional plans to meet student needs and interests</p> <p><input type="checkbox"/> Other:</p>	
<p>V. ASSESSES STUDENT LEARNING TO DETERMINE INSTRUCTION</p> <p>Elements:</p> <p><input type="checkbox"/> 5.1 Establishes appropriate learning expectations for all students</p> <p><input type="checkbox"/> 5.2 Collects and uses multiple sources of information about students and their work</p> <p><input type="checkbox"/> 5.2 Uses a variety of ongoing assessments to monitor learning and adjust instruction</p> <p><input type="checkbox"/> 5.3 Involves students in assessing their own work</p> <p><input type="checkbox"/> 5.4 Uses results of assessments to plan for future instruction</p> <p><input type="checkbox"/> Other:</p>	

Next to an *element* means observed

A blank box next to an element means it was not observed or does not apply

All elements listed may not apply to each observation.

Commendations/Recommendations (Additional administrator/teacher comments may be attached.)

East Whittier City School District
Teacher and Nurse
Effective 8-1-17

Attachment H

Sch 1

186 Days

Step	BA w/o EL Auth	BA w/EL Auth	BA + 30 w/o EL Auth	BA + 30 w/EL Auth	BA + 45 or MA w/o EL Auth	BA + 45 or MA w/EL Auth	BA + 60 inc MA or MA + 24 w/o EL Auth	BA + 60 inc MA or MA + 24 w/EL Auth
	COL 1	COL 2	COL 3	COL 4	COL 5	COL 6	COL 7	COL 8
1	47,537	48,486	48,096	49,058	50,075	51,075	53,846	55,840
2	48,096	49,058	49,242	50,225	52,351	53,398	56,207	58,287
3	49,213	50,197	51,590	52,621	54,663	55,755	58,572	60,741
4	51,036	52,058	53,947	55,025	56,990	58,131	60,987	63,244
5	52,854	53,912	56,348	57,473	59,351	60,538	63,374	65,722
6	55,072	56,169	58,717	59,891	61,705	62,939	65,852	68,289
7	56,904	58,044	61,101	62,323	64,106	65,386	68,291	70,817
8	58,326	59,492	63,529	64,798	66,520	67,850	70,798	73,416
9	59,901	61,098	65,313	66,620	68,895	70,272	73,259	75,971
10	61,522	62,753	67,145	68,487	70,806	72,222	75,795	78,598
11	63,333	64,601	68,640	70,010	72,741	74,196	78,286	81,181
12	65,142	66,444	69,697	71,089	74,406	75,891	80,319	83,292
13	66,951	68,289	70,407	71,816	75,712	77,226	81,914	84,948
14			72,162	73,606	77,181	78,722	83,465	86,555
15					79,369	80,956	86,023	89,206
16					79,951	81,550	86,826	90,039
17					80,351	81,958	87,260	90,490
18					80,753	82,369	92,298	95,718
19					81,157	82,781	92,883	96,325
20					81,745	83,384	93,464	96,927
21							93,932	97,411
22							94,402	97,898
23							94,873	98,388
24							95,348	98,880
25							95,943	99,499
26							96,423	99,997
27							96,904	100,497
28							97,389	101,000
29							97,876	101,505
30							98,455	102,102

Adopted 11.13.17

East Whittier City School District
Middle School Teacher with No Prep
Effective 8-1-17

Attachment H

Sch 3 186 Days

	BA w/o EL Auth	BA w/EL Auth	BA + 30 w/o EL Auth	BA + 30 w/EL Auth	BA + 45 or MA w/o EL Auth	BA + 45 or MA w/EL Auth	BA + 60 inc MA or MA + 24 w/o EL Auth	BA + 60 inc MA or MA + 24 w/EL Auth
Step	COL 1	COL 2	COL 3	COL 4	COL 5	COL 6	COL 7	COL 8
1	56,096	57,218	56,754	57,889	59,087	60,269	63,541	65,890
2	56,754	57,889	58,104	59,265	61,774	63,011	66,324	68,779
3	58,069	59,232	60,875	62,091	64,505	65,793	69,116	71,678
4	60,223	61,428	63,659	64,931	67,252	68,597	71,967	74,631
5	62,370	63,617	66,488	67,818	70,035	71,435	74,783	77,553
6	64,983	66,283	69,287	70,672	72,814	74,268	77,707	80,580
7	67,149	68,492	72,102	73,542	75,645	77,157	80,584	83,565
8	68,825	70,202	74,964	76,461	78,493	80,065	83,539	86,630
9	70,683	72,098	77,068	78,610	81,294	82,922	86,447	89,644
10	72,598	74,051	79,229	80,813	83,551	85,221	89,439	92,746
11	74,733	76,229	80,994	82,614	85,835	87,551	92,378	95,794
12	76,865	78,402	82,241	83,886	87,796	89,553	94,778	98,285
13	79,003	80,582	83,081	84,742	89,340	91,126	96,662	100,236
14			85,151	86,855	91,073	92,893	98,492	102,134
15					93,655	95,529	101,510	105,265
16					94,341	96,229	102,457	106,249
17					94,813	96,710	102,970	106,780
18					95,286	97,193	108,916	112,949
19					95,763	97,679	109,603	113,664
20					96,461	98,389	110,292	114,376
21							110,843	114,948
22							111,398	115,523
23							111,954	116,101
24							112,514	116,681
25							113,214	117,410
26							113,780	117,997
27							114,348	118,587
28							114,920	119,180
29							115,495	119,776
30							116,177	120,480

Adopted 11.13.17

East Whittier City School District
Speech Teacher
Effective 8-1-17

Sch 4		186 Days			
Step	COL 1 Speech and Language Specialist Intern & Waiver	COL 2 Specialist Preliminary Credential + MA	COL 3 Specialist Clear Credential + MA	COL 4 Speech and Language Pathologist (CCC)	Annual
1	48,486	54,527	56,542	63,495	
2	49,058	55,691	58,867	65,941	
3	50,197	58,088	61,223	68,398	
4	52,058	60,492	63,598	70,900	
5	53,912	62,940	66,007	73,378	
6	56,169	65,357	68,405	75,942	
7	58,044	67,789	70,855	78,471	
8	59,492	70,270	73,316	81,069	
9	61,098	72,087	75,741	83,625	
10	62,753	73,606	77,690	86,254	
11	64,601	73,606	79,665	88,836	
12	66,444	73,606	81,362	90,946	
13	68,289	73,606	82,145	92,603	
14		73,606	82,145	94,210	
15			82,145	96,806	
16			82,145	97,290	
17			82,145	97,777	
18			82,145	98,266	
19			82,145	98,757	
20			82,145	99,251	
21				99,747	
22				100,246	
23				100,746	
24				101,250	
25				101,884	
26				102,393	
27				102,905	
28				103,419	
29				103,936	
30				104,547	

\$500 Annual Stipend for valid CCCs

Adopted 11.13.17

East Whittier City School District
 Infant Teacher
 Effective 7-1-17

Attachment H
 201 Days

Sch U

Step	COL 1 BA w/o EL Auth	COL 2 BA w/EL Auth	COL 3 BA + 30 w/o EL Auth	COL 4 BA + 30 w/EL Auth	COL 5 BA + 45 or MA w/o EL Auth	COL 6 BA + 45 or MA w/EL Auth	COL 7 BA + 60 inc MA or MA + 24 w/o EL Auth	COL 8 BA + 60 inc MA or MA + 24 w/EL Auth
1	51,371	52,399	51,975	53,017	54,110	55,193	58,190	60,341
2	51,975	53,017	53,213	54,278	56,575	57,705	60,739	62,989
3	53,180	54,240	55,749	56,866	59,070	60,253	63,299	65,640
4	55,150	56,254	58,298	59,463	61,588	62,821	65,908	68,345
5	57,118	58,259	60,890	62,110	64,138	65,421	68,487	71,022
6	59,511	60,700	63,451	64,721	66,680	68,014	71,163	73,796
7	61,494	62,722	66,032	67,352	69,608	71,002	73,800	76,532
8	63,029	64,293	68,652	70,023	71,886	73,321	76,504	79,336
9	64,732	66,026	70,580	71,992	74,449	75,939	79,166	82,096
10	66,484	67,815	72,557	74,009	76,516	78,047	81,908	84,937
11	68,442	69,808	74,171	75,657	78,608	80,179	84,597	87,728
12	70,394	71,802	75,317	76,826	80,404	82,010	86,797	90,011
13	72,350	73,796	76,085	77,607	81,816	83,454	88,519	91,796
14			77,982	79,541	83,402	85,068	90,198	93,536
15					85,769	87,484	92,962	96,399
16					86,351	88,078	93,830	97,303
17					86,782	88,518	94,300	97,790
18					87,217	88,961	99,749	103,438
19					87,653	89,405	100,332	104,046
20					88,245	90,010	100,914	104,649
21							101,419	105,172
22							101,926	105,699
23							102,436	106,227
24							102,948	106,758
25							103,541	107,372
26							104,059	107,909
27							104,579	108,449
28							105,103	108,991
29							105,628	109,537
30							106,210	110,139

Adopted 11.13.17

East Whittier City School District
 Psychologist
 Effective 8-1-17

Sch 2	190 Days	
	BA + 45 units or Masters	MA + 24 units or BA + 60 inc. MA
STEP	COL 1	COL 2
1	72,146	75,012
2	75,012	78,007
3	78,007	81,136
4	81,136	84,412
5	84,412	87,816
6	85,821	91,370
7	87,239	92,779
8	88,652	94,187
9		95,604
10		96,081
11		96,562
12		97,045
13		97,530
14		98,017
15		98,610
16		99,103
17		99,599
18		100,097
19		100,598
20		101,199

Adopted 11.13.17

East Whittier City School District
Counselor/Social Worker
Effective 8-1-17

Sch Y	186 Days		
	BA + 30 units	BA + 45 units or Masters	MA + 24 units or BA + 60 inc. MA
Step	COL 1	COL 2	COL 3
1	62,809	65,381	67,953
2	65,381	67,953	70,627
3	67,953	70,627	73,433
4	70,643	73,433	76,365
5	73,433	76,365	79,428
6	76,367	79,433	82,629
7	79,428	82,632	85,968
8	82,652	84,014	89,450
9	84,014	85,405	90,824
10	85,405	86,784	92,203
11			93,593
12			94,060
13			94,531
14			95,004
15			95,573
16			96,051
17			96,532
18			97,015
19			97,499
20			98,085

Counselor/Social Workers who are required to stay past their contracted work day when an emergency report is made to an outside agency (i.e. Department of Mental Health) because a student is a danger to self or others will be compensated at their per diem hourly rate of pay or compensation time equivalent to the additional hours worked. Compensation time must be used within the current school year. Site administrator shall be notified of the emergency call as soon as possible during or immediately following the event.

Adopted 11.13.17

EAST WHITTIER CITY SCHOOL DISTRICT
Salary Schedule for Certificated Hourly
President's Release Day Substitute
Effective 7-1-10

Range	Daily Rate
1	275.00

East Whittier City School District
Certificated Hourly
Effective 11-26-17

Attachment H

Sch 9

Code	Hourly	Activity
1	38.63	Summer School
1	38.63	Instructional
1	38.63	Home Teacher
1	38.63	Independent Study
3	25.25	Workshop
5	30.30	Task Force/Activity Sponsor
17	32.12	Certificated Coach

EAST WHITTIER CITY SCHOOL DISTRICT

Salary Schedule for

Middle School Saturday School

Middle School Saturday School teachers shall be paid at the hourly rate of their annual contract salary, i.e. their annual contract salary divided by the number of days of service divided by 7.5 hours.

They shall earn one day of sick leave for each 96 hours of service in Middle School Saturday School which shall be cumulative for each 96 hours of service.

However, if they do not meet their obligation in Middle School Saturday School, they shall not be credited sick leave. They shall not be paid for that time.

EAST WHITTIER CITY SCHOOL DISTRICT
Personnel Office

Professional Growth Requirements

To insure professional growth salary step status, teachers interested in moving horizontally on the salary schedule must receive approval from their principal and the assistant superintendent in charge of personnel services on the course of study they are planning to take prior to enrolling in the class.

Teacher's Name _____ School _____

Name of course(s) to be taken and number of units

_____ Units _____

_____ Units _____

College/University _____

Reason for taking course(s)

- Degree Credential Professional Growth for Renewal of Credential

Will additional units change salary classification? _____

Approved by _____
Principal

Date _____

Approved by _____
Assistant Superintendent
Personnel Services

Date _____

Remarks or Recommendations:

Complete in duplicate
Approved copy will be returned to the teacher

East Whittier City School District

2017-2018 Instructional Calendar

July 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2017						
S	M	T	W	T	F	S
		4	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2017						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2017						
S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2017						
S	M	T	W	T	F	S
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2017						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2018						
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2018						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March 2018						
S	M	T	W	T	F	S
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4	5	6	7	8	9	10
11	12	13	14	15	16*	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 2018						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2018						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2018						
S	M	T	W	T	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

IMPORTANT DATES

Floating Work Days (1 of these days)-Certificated	August 3-8,11,14
Teacher Training Day	August 9
Mandatory Work Day - Certificated	August 10
First Day of School	August 15
Parent Conference - No Students	September 22
Parent Conference - Minimum Days	September 25-29
No School	October 16
Teacher Training Day	November 1
Thanksgiving Break	November 20-24
Winter Break	Dec 21 - Jan 5
Parent Conference - Minimum Days	March 12-16
Spring Break	March 26-30
No School	April 2
Teacher Training Day	May 4
Last Day of School - Minimum Day	June 7

GRADING PERIODS

End of 1st Quarter	October 13
End of 1st Trimester	November 9
End of 1st Semester	December 20
End of 2nd Trimester	March 2
End of 3rd Quarter*	March 16

HOLIDAYS

4th of July	July 4
Labor Day	September 4
Veterans Day	November 10
Thanksgiving Holiday	November 23 -24
Christmas Eve	December 22
Christmas	December 25
In Lieu of Admissions Day (Classified only)	December 26
New Year's Eve	December 29
New Year's Day	January 1
Martin Luther King	January 15
Lincoln's Birthday	February 12
Washington's Birthday	February 19
Good Friday (1/2 day for Classified)	March 30
Memorial Day	May 28

East Whittier City School District

2017-2018 Infant Program School Calendar

July 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
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30	31					

August 2017						
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30	31					

September 2017						
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October 2017						
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29	30	31				

November 2017						
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20	21	22	23	24	25	26
27	28	29	30			

December 2017						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2018						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2018						
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18	19	20	21	22	23	24
25	26	27	28			

March 2018						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 2018						
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22	23	24	25	26	27	28
29	30					

May 2018						
S	M	T	W	T	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2018						
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

IMPORTANT DATES	
Teacher Work Days	July 5-7
Floating Work Days (1 of these days)-Certificated	August 3-7
Teacher Work Day	August 8
Teacher Training Day	August 9
Teacher & Infant Aide Work Days	August 10-14
First Day of School	August 15
No School	October 16
Teacher Training Day - Infant Aide	November 1
Thanksgiving Break	November 20-24
Winter Break	Dec 21 - Jan 5
Spring Break	March 26-30
No School	April 2
Teacher Training Day - Infant Aide	May 4
No School	June 8
Last Day of Infant Program	June 22

HOLIDAYS	
4th of July	July 4
Labor Day	September 4
Veterans Day	November 10
Thanksgiving Holiday	November 23 -24
Christmas Eve	December 22
Christmas	December 25
In Lieu of Admissions Day (Classified only)	December 26
New Year's Eve	December 29
New Year's Day	January 1
Martin Luther King	January 15
Lincoln's Birthday	February 12
Washington's Birthday	February 19
Good Friday (1/2 day for Classified)	March 30
Memorial Day	May 28

East Whittier City School District

2018-2019 Instructional Calendar

July 2018						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018						
S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2018						
S	M	T	W	T	F	S
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2018						
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2018						
S	M	T	W	T	F	S
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2019						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2019						
S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2019						
S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15*	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2019						
S	M	T	W	T	F	S
	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2019						
S	M	T	W	T	F	S
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

IMPORTANT DATES	
Floating Work Days (1 of these days)-Certificated	August 2-7,10,13
Teacher Training Day	August 8
Mandatory Work Day - Certificated	August 9
First Day of School	August 14
Parent Conference - No Students	September 21
Parent Conference - Minimum Days	September 24-28
No School	October 8
Teacher Training Day	November 1
Thanksgiving Break	November 19-23
Winter Break	Dec 20 - Jan 4
Parent Conference - Minimum Days	March 11-15
Spring Break	March 25-29
No School	April 19
No School	April 22
Teacher Training Day	May 3
Last Day of School - Minimum Day	June 7

GRADING PERIODS	
End of 1st Quarter	October 12
End of 1st Trimester	November 9
End of 1st Semester	December 19
End of 2nd Trimester	March 1
End of 3rd Quarter*	March 15

HOLIDAYS	
4th of July	July 4
Labor Day	September 3
Veterans Day (Sunday Nov 11)	November 12
Thanksgiving Holiday	November 22 -23
Christmas Eve	December 24
Christmas	December 25
In Lieu of Admissions Day (Classified only)	December 26
New Year's Eve	December 31
New Year's Day	January 1
Martin Luther King	January 21
Lincoln's Birthday	February 11
Washington's Birthday	February 18
Good Friday (1/2 day for Classified)	April 19
Memorial Day	May 27

East Whittier City School District

2018-2019 Infant Program School Calendar

July 2018						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018						
S	M	T	W	T	F	S
			4	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

IMPORTANT DATES	
Teacher Work Days	July 2-3, 5-6
Floating Work Days (1 of these days)-Certificated	August 2-7,10
Teacher Training Day - Infant Aide Work Day	August 8
Teacher & Infant Aide Work Days	August 9, 13
First Day of School	August 14
No School	October 8
Teacher Training Day - Infant Aide Work Day	November 1
Thanksgiving Break	November 19-23
Winter Break	Dec 20 - Jan 4
Spring Break	March 25-29
No School	April 19
No School	April 22
Teacher Training Day - Infant Aide Work Day	May 3
Last Day of Infant Program	June 21

September 2018						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2018						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018						
S	M	T	W	T	F	S
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2018						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2019						
S	M	T	W	T	F	S
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2019						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
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March 2019						
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April 2019						
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May 2019						
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June 2019						
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23	24	25	26	27	28	29
30						

HOLIDAYS	
4th of July	July 4
Labor Day	September 3
Veterans Day (Sunday Nov 11)	November 12
Thanksgiving Holiday	November 22 -23
Christmas Eve	December 24
Christmas	December 25
In Lieu of Admissions Day (Classified only)	December 26
New Year's Eve	December 31
New Year's Day	January 1
Martin Luther King	January 21
Lincoln's Birthday	February 11
Washington's Birthday	February 18
Good Friday (1/2 day for Classified)	April 19
Memorial Day	May 27

East Whittier City School District

2019-2020 Instructional Calendar

July 2019						
S	M	T	W	T	F	S
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August 2019						
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September 2019						
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October 2019						
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November 2019						
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December 2019						
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January 2020						
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February 2020						
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March 2020						
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April 2020						
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May 2020						
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June 2020						
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21	22	23	24	25	26	27
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IMPORTANT DATES

Floating Work Days (1 of these days)-Certificated	August 2-6,9-12
Teacher Training Day	August 7
Mandatory Work Day - Certificated	August 8
First Day of School	August 13
Parent Conference - No Students	September 20
Parent Conference - Minimum Days	September 23-27
No School	October 14
Teacher Training Day	November 1
Thanksgiving Break	November 25-29
Winter Break	Dec 23 - Jan 3
Parent Conference - Minimum Days	March 16-20
Spring Break	March 23-27
No School	April 10
No School	April 13
Teacher Training Day	May 1
Last Day of School - Minimum Day	June 3

GRADING PERIODS

End of 1st Quarter	October 11
End of 1st Trimester	November 8
End of 1st Semester	December 20
End of 2nd Trimester	Feb 28
End of 3rd Quarter	March 13

HOLIDAYS

4th of July	July 4
Labor Day	September 2
Veterans Day	November 11
Thanksgiving Holiday	November 28 -29
Christmas Eve	December 24
Christmas	December 25
In Lieu of Admissions Day (Classified only)	December 26
New Year's Eve	December 31
New Year's Day	January 1
Martin Luther King	January 20
Lincoln's Birthday	February 10
Washington's Birthday	February 17
Good Friday (1/2 day for Classified)	April 10
Memorial Day	May 25

East Whittier City School District

2019-2020 Infant Program School Calendar

July 2019						
S	M	T	W	T	F	S
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14	15	16	17	18	19	20
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August 2019						
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September 2019						
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October 2019						
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November 2019						
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December 2019						
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January 2020						
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February 2020						
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March 2020						
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April 2020						
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May 2020						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
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June 2020						
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

IMPORTANT DATES	
Teacher Work Days	July 1-3
Floating Work Days (1 of these days)-Certificated	August 2-6
Teacher Training Day	August 7
Teacher & Infant Aide Work Days	August 8 - 12
First Day of School	August 13
No School	October 14
Teacher Training Day - Infant Aide Work Day	November 1
Thanksgiving Break	November 25-29
Winter Break	Dec 23 - Jan 3
Spring Break	March 23-27
No School	April 10
No School	April 13
Teacher Training Day - Infant Aide Work Day	May 1
No School	June 4-5
Last Day of Infant Program	June 19

HOLIDAYS	
4th of July	July 4
Labor Day	September 2
Veterans Day	November 11
Thanksgiving Holiday	November 28 -29
Christmas Eve	December 24
Christmas	December 25
In Lieu of Admissions Day (Classified only)	December 26
New Year's Eve	December 31
New Year's Day	January 1
Martin Luther King	January 20
Lincoln's Birthday	February 10
Washington's Birthday	February 17
Good Friday (1/2 day for Classified)	April 10
Memorial Day	May 25

Complaint Documentation Form

On _____ (date), the following complaint was presented to me about
_____ (name of unit member)
by _____ (name of complainant) who is:
a parent/ a EWEA unit member/ a CSEA unit member.

Nature of the complaint:

The complainant was:

_____ asked to talk directly to the person about whom the complaint was lodged.

Signature: _____ Date: _____

The complainant returned to me because the complaint was not resolved after speaking to the unit member.

_____ I offered to meet with the unit member and complainant to try to resolve the problem.

Signature: _____ Date: _____

Level 1 -- The complaint remained unresolved and the complainant was told to put the complaint in writing.

_____ A copy of the complaint was provided to the unit member. _____ (initials of unit member)
_____ I reviewed the written complaint and tried to resolve it by the following action:

Signature: _____ Date: _____

Level 2 -- The written complaint remained unresolved after my action. I referred the written complaint, along with my report, to the Superintendent or his/her designee.

Signature: _____ Date: _____