

AGREEMENT

BETWEEN THE

EL MONTE UNION HIGH SCHOOL DISTRICT

AND THE

EL MONTE UNION EDUCATION ASSOCIATION, (EMUEA)

CTA/NEA

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## **AGREEMENT**

Pursuant to Article 34 of their current agreement, the El Monte Union High School District (“District”) and the El Monte Union Educators Association (EMUEA or “Association”) having met and negotiated in good faith hereby agree to a successor collective bargaining agreement as follows:

## **ARTICLE 1**

### **RECOGNITION**

The District hereby recognizes the Association as the exclusive representative for purposes of the Rodda Act (Government Code Sections 3540, et seq.) of employees employed by the District in the following positions: Classroom teachers, resource teachers, attendance coordinators, counselors, psychologists, nurses, librarians, work experience teachers and coordinators/career planning activities, summer school teachers who are employed by the District during the regular school year, certificated hourly employees including, but not limited to, evening continuation high school teachers, home teachers and enrichment teachers; and excluding all other employees, including, but not limited to adult education teachers; and further excluding management, supervisory and confidential employees as defined by the Rodda Act, including, but not limited to the following positions: District Superintendent, Assistant Superintendents, Principals, Assistant Principals, Director of Curriculum and Research, Continuation School Principal, Adult School Principal, Director of Work Experience, Compensatory Education Coordinator (ESEA Coordinator) Director of Compensatory Education, Coordinator/Title VII Bilingual Education, Adult Education Counselors; and substitute employees.

**ARTICLE 2**  
**ORGANIZATIONAL SECURITY**

1. Any member of the bargaining unit who is a member of the Association, or who has applied for Association membership, may sign and deliver to the District an assignment form authorizing deduction of unified membership dues and initiation fees. Such authorization for payroll deductions for payment of membership dues shall continue in effect until revoked in writing by the employee. Such revocation shall be valid only if submitted between July 1 and September 1.
2. Any unit member who is not a member of the Association or who does not make an application for membership within thirty (30) days from the date of commencement of duties, shall become a member of the Association or pay to the Association a fee in an amount not to exceed the Association's initiation fee and periodic dues.
3. Any unit member who does not utilize the provisions of paragraph 1 above may arrange to pay service fees directly to the Association in lieu of having such fees deducted from his/her salary warrant; in the event such unit member is delinquent in payment of fees, the Association shall so notify the District in writing and request that the District initiate involuntary deductions pursuant to paragraph 4 below.
4. For unit members who have not executed voluntary written authorizations and/or for unit members who are delinquent in the payment of service fees as described in paragraph 3 above, the District shall reduce the salary warrant for the payment of service fees to the Association.

It is the express intention of the parties that the agency fee obligation outlined herein constitutes a condition of continued employment and that the parties contemplate utilizing the remedies provided for in Education Code section 45061 for enforcing this Article.

5. Dues and service fees withheld by the District shall be transmitted to the Association at the address specified in writing by the Association for receipt of such funds. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission. The District shall also deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bond, charitable donations, or any other plans or programs jointly approved by the Association and the District upon appropriate written authorization from the unit member.

6. Deductions for members of the bargaining unit who commence duties after the beginning of the school year and, therefore, are not subject to deductions until after the beginning of the school year, shall be prorated in such a manner that the employee will pay dues or fees only in proportion to the number of school months during the school year in which he/she is a member of the Association or otherwise subject to the terms of this Organizational Security Clause. Any fraction of a month shall be counted as a full month.
7. No unit member shall be required to join the Association or to make an agency fee payment if the unit member is an actual verified member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee must, instead, arrange with the Association to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax exempt under section 501 (c) (3) of the Internal Revenue Code, chosen from the following list:
  - A. El Monte Union High School District Scholarship Fund
  - B. FACT (Foundation to Assist California Teachers)
  - C. City of Hope

The Association shall have the right to request reasonable verification of such payments in the form of either cancelled checks and/or receipts.

8. For agency fee payers the District shall not deduct, money specifically earmarked for ABC, PAC or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member.
9. The Association and/or its parent organization, CTA, agrees to indemnify and hold harmless from liability and pay all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this agreement or their implementation; and shall have the exclusive right to decide representation and to determine whether any such action or proceeding referred to in the above paragraph shall or shall not be compromised, resisted, tried or appealed.

**ARTICLE 3**  
**ASSOCIATION RIGHTS**

**A. Association Use and Rights of District Facilities and Systems**

Subject to reasonable rules and regulations, the Association and its officers shall have the right to use school buildings and facilities for Association activities only outside established work time except: (a) when an authorized Association representative secures advance permission from the Superintendent or his designee for use of school facilities within established work time; and (b) when Association activities do not interfere with the rights of employees to refrain from listening to or speaking with Association representatives.

Designated representatives of the Association shall be allowed to visit schools to conduct Association business, provided upon arrival at any school, such representative shall make his presence known to the principal or designee. In no event shall such representative interfere with the instructional program of the school.

The Association agrees to pay a reasonable fee for any unusual wear or damage to District facilities caused by Association activities.

The Association shall have the right to post notices with an appropriate Association identification, regarding activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided at each school site in areas frequented by unit members.

The Association may use the District mail service and mail boxes for communications to unit members. Copies of all Association materials posted or generally distributed pursuant to this Article shall be mailed to the Superintendent at the time the information is posted and/or distributed.

The Association will not post or distribute information which it knows or has reason to believe is false or defamatory. Such postings shall be subject to immediate removal by the District.

Provision will be made for Association announcements at the conclusion of each faculty meeting.

**B. Association Access to Newly-Hired Member Data**

Names, job title, department, work location, home addresses, telephone numbers (work, home and cellular) and personal email addresses on file of all unit members shall be provided to the Association without cost within thirty (30) days of hire, at the orientation or by the first pay period of the month following hire, whichever comes first. This requirement shall not apply for employees who have requested that their addresses and/or telephone numbers not be released.



#### C. Association Release Days

The Association President or his/her designee shall have up to, but no more than, twenty-two (22) days leave during the school year for purposes of attending to Association business and/or attending Association sponsored or related conferences. The Association will use its best efforts to see that no more than half of these days per year will be used by any one person other than the President.

For each such day of Association leave for the president or his/her designee, the Association shall reimburse the District for the full amount of compensation plus retirement benefits paid to the-president or designee within thirty (30) contracted working days of receipt of the District's notice for payment.

#### D. Association Rights During Orientation Day for New Hires

Employee attendance at the District Orientation for New Hires will be paid and mandatory.

The Association will be provided no less than one (1) hour of uninterrupted time during the orientation/on-boarding to meet with the new hires. This time will be used to introduce Association rights, responsibilities and benefits. Only bargaining unit members will be present during this time. Such time will not be provided at the end of a meeting day unless the Association requests to be placed at that time.

The District will release one (1) Association leader per three (3) new hires, and no fewer than two (2) Association leaders chosen by the union. The District will pay the Association leaders present at the orientations.

The District will provide the Association written notice of orientations no fewer than ten (10) days prior to the orientations or as soon as practicable in the event the ten (10) day time frame cannot be met.

**ARTICLE 4**  
**DISTRICT RIGHTS**

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action on any matter in the event of an emergency—i.e., act of God, natural disaster, act of war, declaration of martial law; strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, drought, power failure, or energy crisis; in addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency; limited however to the actual duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the District and is expressly excluded from the provisions of Article 5, entitled “Grievance/Arbitration Procedure.”

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

**ARTICLE 5**  
**GRIEVANCE/ARBITRATION PROCEDURE**

**DEFINITIONS**

A "Grievance" is an allegation by a unit member or the Association that he/she/it has been adversely affected by a violation of the specific provisions of the Agreement. Actions to challenge or change the policies of the District as set forth in the Rules and Regulations or Administrative Regulations and Procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the Rules and Regulations of the Board of Trustees, or by the Administrative Regulations and Procedures of this District are not within the scope of this procedure.

A "Day" is a day upon which unit members are regularly scheduled to work during the regular school year

The "Immediate Supervisor" is the lowest level administrator having immediate jurisdiction over the grievant.

No reprisals shall be taken by the District or the Association against any party in interest.

**GENERAL**

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

The time limits contained herein are considered maximum time limits; however, time limits may be extended by mutual written agreement. In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance. In the event the District fails to meet a time limit, such failure shall allow the grievant to proceed to the next level of the grievance procedure.

**GRIEVANCE STEPS**

**A. INFORMAL STEP**

Before filing a formal written grievance, the grievant shall attempt to resolve the grievance through an informal conference with the grievant's immediate supervisor. Such conference, as well as actual formal filing of a written grievance in the event the conference does not resolve the problem, must take place within the applicable time limits as outlined in Step I below.

B. STEP I

No later than thirty (30) days following the act or omission giving rise to the grievance, or, no later than thirty (30) days following the date upon which the employee reasonably should have known of the act or omission, the grievant must present such grievance in writing on an appropriate form to the immediate supervisor.

The written grievance shall contain a clear, concise statement of the grievance, the specific provision(s) of the Agreement allegedly involved, and the specific remedy sought.

The immediate supervisor shall communicate a written decision to the employee within ten (10) days after receiving the grievance. Within the above time limits, either party may request a personal conference with the other party.

C. STEP II

In the event the grievant is not satisfied with the decision at Step I, the grievant may appeal the decision on the appropriate form to the Superintendent or his designee within ten (10) days. Failure to meet this time limit by the grievant shall constitute an automatic waiver and withdrawal of the grievance.

The Superintendent or his designee shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits. If the Superintendent or designee does not respond within the above time limits, the grievant may, at the election of the Association, automatically proceed to the next step.

D. STEP III

If the grievant is not satisfied with the disposition of the grievance at Step II, or if no written decision has been rendered within the applicable time limits, the grievant may, within ten (10) days after written decision is rendered or should have been rendered, request in writing that the Association submit the grievance to binding arbitration. A copy of such request shall be simultaneously served upon the Superintendent. Within fifteen (15) days after receipt of such request from the grievant,

the Association by written notice to the Superintendent may elect to submit the grievance to binding arbitration.

In the event the parties are unable mutually to agree upon an arbitrator, they shall request that a panel of seven (7) names be submitted to both parties by the California State Conciliation Service. Upon

receipt of the list of names, the parties shall alternately delete names from the list until only one (1) remains, and said last named shall be selected as the arbitrator.

The arbitrator's decision shall be final and binding upon the parties hereto, and shall be in writing and shall set forth his findings of fact, his reasoning, conclusions and remedy. The arbitrator's authority shall be limited to deciding the issues submitted by the parties; and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District. In the event the issue of arbitrability is raised, it shall first be submitted to the arbitrator, prior to a consideration, if any, of the merits.

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

The processing of a grievance beyond Step II shall constitute a clear and express election on the part of the grievant that the Grievance/Arbitration Procedure is the exclusive remedy for resolving the issues contained in the grievance, and shall constitute a clear and express waiver of rights to utilize any other legal or administrative forum.

#### MISCELLANEOUS

- A. A unit member may be represented at all stages of the grievance procedure by him/herself or, at his/her option, by a representative provided by the Association. If the unit member is not represented by the Association or its representative, the District shall not agree to a resolution of the grievance without first providing the Association with a copy of the grievance, the proposed resolution and an opportunity to respond.
- B. The Association will exclusively receive time off from duties for the processing of grievances herein for unit members who are designated as Association representatives, subject to the following conditions:
  - 1. By no later than sixty (60) days following the signing of this Agreement, the Association shall designate in writing to the Superintendent the names of ten (10) unit members who are to receive the time off; changes shall be given to the Superintendent in writing as they occur;

2. Twenty-four (24) hours prior to release from duties for grievance -processing the designated representative must inform the immediate supervisor in order that substitute service may be obtained, if such is necessary;
  3. That time off shall be limited solely to one (1) designee representing a grievant, and the grievant, in a conference with a management person; and
  4. Under no circumstances shall this time off include use of time for matters such as investigating grievances, gathering information, interviewing witnesses, or preparing a presentation.
- C. The District shall maintain separate grievance files for documents, communications and records dealing with the processing of grievances.
- D. If a grievance arises from action or inaction on the part of an administrator above the level of the grievant's immediate supervisor, the grievant, subject to the applicable time limits, may submit the grievance in writing to the Superintendent or his designee. Nothing herein shall prevent or preclude the grievant from attempting to resolve the grievance through an informal conference with his immediate supervisor subject to applicable time limits.
- E. While the decision of the arbitrator herein is final and binding, nothing in this Agreement shall preclude the parties from seeking to confirm, vacate or correct the arbitrator's award pursuant to California Code of Civil Procedure.

## **ARTICLE 6**

### **NO STRIKE – NO LOCKOUT**

It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing in connection therewith, or refusal or failure fully and faithfully to perform job functions and responsibilities, or other interference in connection with the above-listed activities with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

The purpose of this clause is to provide for uninterrupted services during the term of this Agreement; accordingly this clause applies to matters which are both covered by or not covered by the Agreement.

It is agreed and understood that during the term of this Agreement there will be no lockout of employees by the District.

In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

It is understood that in the event this Article is violated by the Association, the District shall be entitled to withdraw from the Association any rights, privileges or services provided for in this Agreement and/or in District policy.

**ARTICLE 6A**  
**UNAUTHORIZED ABSENCE**

An employee is deemed to be on unauthorized absence at such time and on such occasions as the employee may absent himself/herself from required duty hours as defined in this contract.

Unauthorized absence shall constitute a breach of contract, and therefore, may result in the initiation of dismissal procedures, loss of salary, or such other disciplinary action as may be deemed appropriate. Unauthorized absence of less than one day shall be prorated by the half day and anything over one-half day shall be considered a full day.

Misuse of leave shall result in a pay deduction equal to the schedule compensation for the actual misused time.



## **ARTICLE 7**

### **NON-DISCRIMINATION**

Neither the District nor the Association shall discriminate against any employee on the basis of race, color, religion, sex, sexual orientation, national origin, age (subject to limitations of applicable State and Federal law), or any other protected category under state and federal law, nor on the basis of membership or lack of membership in an employee organization.

The parties agree that sexual harassment is prohibited.

## **ARTICLE 8**

### **HOURS**

Except as otherwise provided herein, teachers shall report for duty by 8:25 a.m. and remain on duty until 3:30 p.m.; unit members who volunteer to teach a zero period shall report for duty at 7:30 a.m. and remain on duty until 2:35 p.m.

Each teacher shall have a thirty-seven (37) minute duty-free lunch period. At schools where there are two lunch periods, the assignment of teachers to early lunch and late lunch shall be rotated annually.

In addition to the above minimum time, and in accordance with past practices within the District, unit members are responsible for other instructional day duties, which include, but are not limited to, the following:

- I. Two open houses per school year;
- II. One PTA or PTSA meeting per school year;
- III. In emergencies or under exceptional circumstances, principals may call for additional required faculty meetings.

On the day of and the day after an Open House is scheduled at a particular site, unit members at that site may leave at the end of their last regularly scheduled period on the day of Open House provided their rooms are prepared for the Open House and on the day after Open House provided the unit member actually attended the Open House.

During the term of this Agreement, the District shall continue to assign classroom teachers a minimum of one period per regular school day for preparation, planning and/or conferences. This clause shall not be interpreted or applied to prohibit or eliminate the District practice of utilizing such periods for coaching assignments and other co-curricular activities traditionally conducted during such periods.

The District reserves the right to assign Special Education Teachers to five (5) teaching periods; in the event the District assigns a fifth (5th) teaching period to one Special Education teacher, it must assign five (5) teaching periods to all Special Education teachers.

With the concurrence of site administration and 75% of site certificated staff, a school may adjust its scheduling of instructional and preparation periods so long as the current instructional minutes and preparation time are maintained on a weekly basis.

Unit members assigned to substitute for absent unit members shall be paid per Article 29A for each period of substitution, provided the substitute time is required as follows:

- (a) First period -- more than twenty (20) minutes;
- (b) Subsequent periods -- more than ten (10) minutes. In assigning unit members to substitute, the District shall first seek volunteers and will only require individual unit members to substitute if there are not sufficient volunteers.

Counselors/CWAs/TOSAs/Instructional Coaches shall report for duty by 8:10 a.m. and remain on duty until 3:45 p.m.; counselors/CWAs/TOSAs/Instructional Coaches shall also work ten (10) days in addition to the regular 182-day work year.

Counselors/CWAs/TOSAs may be released to leave campus for home calls upon prior approval of the site administrator or his designee.

Counselors/CWAs/TOSAs/Instructional Coaches may be assigned to lunchtime supervision on a rotating basis, either daily or weekly.

Any member may be granted release time for attendance at approved or required conferences.

District and site administration reserve the right to schedule TOSAs' and Instructional Coaches' additional ten (10) days according to site and/or District needs. The ten (10) days will be scheduled by the end of the contracted school year prior to the calendar year in which the schedule takes effect. These ten (10) days will be attached without interruption to the contracted school year.

No unit member shall be regularly assigned to a split shift without his/her consent.

The District reserves the right to assign teachers of mathematics, science, business education and certain other selected disciplines to a sixth teaching period when appropriate to do so for a full semester, full school year or at least seventy-five percent (75%) of a full school year. The District will utilize only qualified volunteers for such assignments.

When more than one qualified volunteer applies for a sixth period teaching assignment, tenured teachers shall be selected over probationary teachers.

The number of teachers so assigned will not exceed twenty-five (25) in any one semester. The District will notify the Association's building representative of vacancies and assignments pursuant to this clause. In the event of such assignment, the teacher will be compensated at the rate of an additional one-fifth

(1/5) of his/her daily rate. For such teachers the first six (6) days of sick leave during any one school year will also be paid for at the additional one-fifth (1/5) of the teacher's daily rate.

A classroom teacher selected as general chair of the Accreditation Committee shall have two semester periods of release time for a WASC full-accreditation visit or one semester period of release time for a mid-cycle visit for purposes of fulfilling the chairperson's responsibilities. A non-classroom teacher selected as general chair of the Accreditation Committee shall be compensated up to 100 hours per semester at the approved workshop rate. For a WASC full-accreditation, the member will be compensated for two semesters. For a WASC mid-cycle visit, the member will be compensated for one semester. The site principal shall determine for which semester(s) the general chair is given release time or compensation.

Staff Development/Late Start Days/Early Release Days (Ledesma). Unit members shall participate in late start days or early release days for staff development as scheduled collaboratively by school site administration and the school curriculum committee and/or department chairs and/or school site council and/or action plan committee and/or leadership committee and/or other interested staff members.

The implementation and existence of such staff development programs shall not preclude the District from scheduling voluntary in-service programs during teachers' conference periods.

Unit members shall attend ten faculty meetings per school year during late start days or early release days.

SWD Review. A regular classroom teacher assigned Students with Disabilities (SWD) shall, upon request, be entitled to use one period per semester per six assigned SWDs to review one or more of their SWDs; such period shall be during the contract day and scheduled without loss of compensation or instructional planning time. The request and review shall take place within thirty (30) days following the student's arrival in the requesting unit member's class.

Special education teachers shall be provided release time for the completion of duties related to any IEPs in their caseload. For each triennial assessment, the teacher shall be provided a full day of release time.

Any and all release time shall be subject to the following conditions:

1. Unit member shall request release time at least ten (10) days in advance.
2. Such time shall not be subject to additional compensation.
3. A completed request form for release time shall be submitted to the unit member's Principal or designee.

4. Administration retains the right to refuse the unit member's request if too many unit members are already scheduled to be absent from the assignment on the requested day.

Nutrition Break:

1. Beginning in the fall semester of the 2016-2017 school year, a twelve (12) minute Nutrition Break will be embedded into the contract day.
2. Each certificated staff member will be assigned supervision for ten (10) Nutrition Breaks per school year for a total of one hundred twenty (120) minutes per school year.
3. This nutrition break will be duty-free for staff not assigned supervision.

## **ARTICLE 8A**

### **CALENDAR**

The calendar will be established informally through a meeting or meetings of subcommittees consisting of District and Association representatives. The District reserves the right to schedule the opening day of school. If, in any one school year, three of the five elementary feeder districts schedule spring break for the midway point of the second semester then, in that event, the District will schedule its spring break at the midway point of the second semester. The Association may request formal meeting and negotiations in connection with the calendar only in the event the District proposes to increase the number of required working days over the currently scheduled 182.

The agreed upon calendar for 2022-2023 contains the following basic elements:

Teaching Days	180
Teacher Work Days	186
Counselor/CWA/TOSA/Instructional Coach Work Days	196
August 1, 2022	First day for counselors, CWAs, TOSAs, Instructional Coaches and psychologists
August 15, 2022	First day for teachers
August 17, 2022	First day of school
June 7, 2023	Last teaching day
June 8, 2023	Last teacher work day

Adjustments in minimum days shall be made wherever necessary to meet the SB 813 requirements for increased instructional time; the District and Association will jointly seek a waiver, if necessary, to schedule minimum days for final examinations.

## **ARTICLE 8B**

### **RESTRUCTURING**

The parties recognize that restructuring items are experimental and limited to specific sites where by consensus, the administrators and certificated staff have requested such items on a yearly basis.

#### **ADVISORY PERIOD**

The District reserves the right to implement an advisory period at schools where by consensus the administrator and affected certificated staff request such a period. This will not extend the unit members' on site duty day.

#### **SITE SCHEDULING**

Individual sites may adjust their schedules to provide for banking minutes and setting aside blocks of time to be used for additional planning, accreditation, inter-departmental exchanges, or department meetings, subject to the following conditions:

1. The annual number of instructional minutes shall not be reduced;
2. Both the Principal and 67% or more of site bargaining unit members must agree; faculty may vote by secret ballot;
3. For the first two years, Principal and 67% or more of site bargaining unit members must re-affirm the scheduling; thereafter, the schedules will continue in effect unless 67% or more of bargaining unit members at the site elect to return to the standard schedule.

#### **SITE BASED GRANTS**

At the time an application for a site-based grant is submitted, the site administrator shall notify the EMUEA Site Director and provide a complete site copy of the grant application. The Association retains the right to bargain impacts within the scope of representation.

## **ARTICLE 8C**

### **JOB SHARE**

A job share program shall be available to full time permanent teachers and other permanent full time bargaining unit members subject to the following conditions:

1. The site administrator and the District may agree to allow two full time permanent teachers voluntarily to participate in job-sharing one full time teaching assignment at a school site. Applications from teachers then currently teaching at the job share site will be given preference over applications from a teacher from another District site. The teachers' request to job-share must be made by May 1st of the school year preceding the year for which the team requests the job-share agreement. The District shall approve or deny requests and notify, in writing, the applicants of its decision by May 30th. If a request is denied, the applicants shall be notified in writing, of the specific reasons for the denial. Upon approval, both team members shall sign a Job-share Agreement incorporating their plan and the terms and conditions of this Article.
  4. 1.1 The terms and conditions of this Article shall apply to full time permanent bargaining unit members in other certificated positions. In such cases the District level Administrator in charge of the employees' particular program or programs shall assume the responsibilities and duties applicable to site administrators as outlined in paragraph 1 above. Job Shares shall be limited to employees in the same classification.
2. Each job team member must meet all the credential and job description requirements for the position, and must have an overall rating of satisfactory or above on their most recent evaluation of instructional performance.
3. The request must include a work schedule acceptable to the site administrator and to the District. The proposed schedule shall be attached to the request. Options for such schedule include, but are not necessarily limited to (i) M-T, W-TH, alternate Fridays (or Mondays, Wednesdays, etc.), (ii) every other day, (iii) every other week, (iv) every other quarter, (v) 1st or 2nd semester, split days provided the number of periods taught equals out over the term of the job share or in the case of other unit members the number of hours must equal out.
4. In order to be approved the request must first receive a positive recommendation from the site administrator or Program Director or Administrator. The request is also subject to approval of the Superintendent or his/her designee. The decision to approve or disapprove a request is solely within the discretion of the District and site administrator or Program Director or Administrator. The District shall not grant requests based upon one or both team members' requesting the time off in order to engage in outside employment.
5. The job-share responsibilities of each team member shall be agreed on by the team and the District prior to commencement of duties and subject to the conditions herein:



- (a) Each member shall attend all required meetings, as well as fulfill all professional responsibilities normally assigned to a full-time employee. Unless excused from the responsibility by the District, each team member is required to attend Open House, Back-to-School Night, District in-service meetings, parent conferences, and staff meetings or other conferences as assigned by the principal or, Program Director or Administrator. If the configuration of the job-share is such that attendance at some of the above responsibilities is impractical (for example, first semester/second semester; month on/month off) it shall be noted in the Job-Share Agreement. The above depicted activities may vary depending upon the particular classification involved in the team.
  - (b) In the event of illness of one of the team members, the other team member will substitute, unless a prior commitment makes that person unavailable; in instances where the job-share member substitutes for his/her job-share partner, the absent member shall have the amount of sick leave utilized deducted and the substituting partner may elect to be credited with an equivalent amount, in half-day increments, or to be paid at the applicable period substitute rate. Such election must be made at the beginning of the school year and is binding for the full school year.
- 6. The initial request must provide a plan for completing the job-share in the event one of the team cannot complete his or her commitment because of compelling assignment. The dissolution plan shall consist of at least two options: The first option shall be that the other team member will complete the assignment. The second option shall be as submitted in the team's request. Such options shall be designed to make the dissolution and transition as smooth as possible. The parties recognize that dissolution under the circumstances described above, may require a change in the dissolution options and that adjustments may have to be made accordingly.
- 7. The language in paragraph 6 above does not modify the District's right to terminate a job-share arrangement at any time upon 30 days' written notice to the team members. If the District terminates the arrangement, each team member shall be reinstated to a full-time position for the remainder of the school year unless the team member requests and receives an unpaid leave of absence. Such termination, if any, will be based upon performance and/or behavior reasons and will not be done arbitrarily or capriciously.
- 8. The salary of each team member shall be based upon the percentage of time assigned to the team member as compared to a full-time position (for example, a team member assigned to work half-time shall receive one-half salary).
  - (a) For purpose of advancement on the certificated salary schedule based upon years of experience, one year's incremental movement will be permitted provided the affected employee has not received an unsatisfactory evaluation and the member has actually served 90% of his/her job-share year.

- (b) The District's required contribution for the Health and Welfare Benefits package for each team member shall be pro-rated on the same basis as the team member's salary, or can be waived by one member of the team, if that individual executes a written authorization. If one member of the team waives his or her share of the benefits, all benefits for the job-share position will be paid on behalf of the other team member. If both members decide to continue participation in the District's Health and Welfare Benefits programs they shall pay the required amounts through payroll deduction.
- 9. The status and progress of the team's job share program shall be evaluated quarterly.
- 10. Between March 1st and May 1st of each school year, a team may request that the District extend their current job-share arrangement for the following school year. The request must meet all the requirements set forth in this Article for reviewing an initial job share request. If the District does not extend the job-share arrangement, each team member shall be returned to the position they previously held if the position is vacant or filled by a substitute or temporary teacher or temporary employee; otherwise, shall be given priority in the transfer process, provided, further, the position has not been eliminated or the member has not been disqualified from employment for other legal reasons.
- 11. If a unit member is in a job-share assignment and elects to return after the first year to full-time employment, the unit member will be returned to his/her original school or job site. If a unit member is in a job-share assignment for more than one (1) year and elects to return to full-time employment, the unit member will be assigned to the first available full-time position in the classification held immediately preceding the job-share. The Association and District recognize that a member on job share is the equivalent of a member on part-time leave and, therefore, the District may classify as "temporary" an employee or employees hired to replace-the job share employee(s).

## **ARTICLE 9**

### **EVALUATION PROCEDURE**

**Evaluation Procedure.** Unit members to be evaluated during a particular year will be advised of the criteria (teaching and objective standards) upon which the evaluation is to be based and notified of the identity of their evaluator within the first twenty (20) teacher working days of the year in which the evaluation is to take place. The unit member being evaluated and the evaluator will meet within the first thirty (30) teacher working days to discuss: a) the objectives and standards to be achieved during the evaluation period; b) the manner in which observations and conferences will occur; and c) the final evaluation due date.

**Evaluation Elements.** Within the systematic evaluation of an employee's work performance, 'observations' are considered 'formative' and conducted in order to initiate a discussion of development or improvement. 'Summative Evaluation' occurs at the end of the evaluation process and is a 'summative' report on the teacher's progress toward targets identified and/or clarified during the formative observations.

The primary evaluator, who will be responsible for the summative evaluation, will be the supervising principal or assistant principal who has been trained to evaluate the unit member. In the case of a unit member assigned to more than one school, there will be one evaluation done by one principal. The evaluator will be determined by mutual agreement between the involved principals; a principal who does not evaluate will have input into the process. Department chairpersons or other unit members will not participate in or have input in the evaluation of any fellow member of the bargaining unit.

**Evaluation Schedule.** Probationary and temporary unit members will be evaluated in writing at least once each school year. Permanent unit members will be evaluated at least every other school year except as follows: Unit members with permanent status who have been employed at least ten (10) years with the school District, and whose previous evaluation rated the employee as meeting standards, will be evaluated every five (5) years by mutual consent. Either the evaluator or the teacher may withdraw agreement and consent at any time.

Administration reserves the right to observe a unit member at any time.

A unit member may be evaluated upon a change in position.

A unit member may be evaluated upon a change in location.

Temporary and probationary unit members with three (3) or more years in the District may be evaluated every other year.

In the case of a scheduled evaluation, observations will begin no later than December 1st. Scheduled evaluations for permanent unit members will be every other year except as detailed above.

**Evaluation Process.** The evaluation process will include the following activities:

1. A pre-observation conference where the lesson to be observed is discussed will take place at least three (3) teacher work days before the observation.
2. Formal classroom observations, which will be the length of a regular day period of instruction.

3. A post-observation conference which will occur within five (5) teacher work days of the observation where the observation will be reviewed, and a signed report of the observation will be provided to the teacher.

In preparing the summative evaluation, the evaluator will rely upon data collected through formal classroom observations and evaluation conferences. Any deficiencies which may have been brought to the attention of the unit member, and subsequently corrected, will not be included in the summative evaluation form. Unsubstantiated statements will not be included in the evaluation.

A summative evaluation conference between the unit member and evaluator will be held no later than thirty (30) days prior to the end of the school year to discuss the content of the summative evaluation. In the event the unit member disputes the content, the unit member may prepare a written statement, which will be attached to the summative evaluation.

The summative evaluation form will contain only overall ratings of “satisfactory” and/or “unsatisfactory.” A unit member who receives an unsatisfactory evaluation will, upon request, be entitled to additional classroom observations, evaluation conferences and written evaluation. Such entitlement includes a pre-observation conference.

**Satisfactory Evaluation.** The first formal observation will occur before December 1st of the scheduled evaluation year. If the formal observation is satisfactory, the final evaluation may be based on that observation.

**Unsatisfactory Evaluation.** To receive an unsatisfactory summative evaluation, the unit member must be provided three (3) formal observations. If two (2) or more formal observations are unsatisfactory, the administrator will begin the development, placement, and subsequent monitoring of an Improvement Plan. The unsatisfactory evaluation will be attached to the Improvement Plan and the administrator will continue to monitor the unit member’s progress through observations.

In the case of an unsatisfactory evaluation, the evaluator will work with the unit member to correct any cited deficiencies. This work will include, but is not limited to, the following:

- Identifying the area(s) of improvement needed.
- Identifying the resources provided by the district.
- Identifying the measurable evidence required to prove sufficient improvement to achieve a satisfactory evaluation.
- Identifying the timeline to monitor progress

Unit members will not be required to participate in the evaluation(s) and/or observation(s) of other unit members.

**Evaluation Exclusions.** The evaluation of unit members, pursuant to this Article, will not include or be based upon the following:

1. Complaints or charges made against a unit member.
2. District/State/National measurements of student achievement.
3. The success, or lack thereof, of the site to meet required growth targets.
4. Use of any Classroom Walk-Through (CWT) observations.

5. The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.
6. The personal life or lifestyle of a unit member, their personal opinions, or the scholarly, literary, or artistic endeavor of a unit member, including those expressed on social media.
7. Devices used for communications and monitoring safety conditions will not be used for the purposes of evaluation.
8. Achievement of objectives stated in Individual Educational Programs (IEPs) of special education pupils.
9. Sustained reading time of a lengthened regular class period.

**Evaluation Representation.** An Association representative may be present at any meeting described in this Article by mutual consent. This is not intended to waive Weingarten rights or any other statutory rights afforded to unit members.

**Evaluation Standards.** Unit members will be evaluated on the following six (6) California Standards for the Teaching Profession:

1. Engaging and Supporting All Students In Learning
2. Creating and Maintaining Effective Environments for Student Learning
3. Understanding and Organizing Subject Matter for Student Learning
4. Planning Instruction and Designing Learning Experiences for All Students
5. Assessing Students For Learning
6. Developing as a Professional Educator

The evaluation of first-year temporary and probationary unit members will focus on only two (2) standards from those numbered 1-5 above.

The evaluation of second-year temporary and probationary unit members will focus on the remaining three (3) standards from those numbered 1-5 above.

Evaluation of permanent, probationary and continuing temporary [three (3) or more years in the District] unit members may include all six (6) standards unless the unit member and evaluator mutually agree to focus on fewer than six (6).

During the course of the evaluation period, circumstances may change which require modification of the original objectives and standards. The unit member and evaluator may mutually agree on a change of those objectives and standards. A conference must be held in order to communicate any changes with the unit member.

**Evaluation Improvement Plan.** A permanent teacher will receive an overall rating of unsatisfactory if and only if their most recent performance evaluation contains two (2) or more unsatisfactory ratings on Teaching Standards 1, 2, 3, 4 or 5. An unsatisfactory rating will occur in a single teaching standard if and only if three (3) or more of the sub-standards are marked "Does Not Meet Standards." A permanent teacher who receives an unsatisfactory rating in any teaching standard may be required to complete an improvement plan and may be evaluated in the subsequent work year.

In the case of a permanent unit member who receives an unsatisfactory evaluation, the evaluator will

identify standards needing improvement and will continue to monitor and develop an improvement plan with specific recommendations for improvement (see Appendix A). In the development of the improvement plan, the evaluator will seek suggestions for assistance from the bargaining unit member. The plan will include assistance the evaluator provides the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member will include, but not be limited to, specific training activities and classroom observations in the teaching/instructional areas identified as unsatisfactory.

In the case of a first or second year unit member who receives an "unsatisfactory," the evaluator will identify standards needing improvement, and complete Appendix A (Improvement Plan).

In the case of a permanent unit member who receives an overall "satisfactory" rating but receives ratings on multiple sub-standards which do not meet standards, the evaluator will identify standards needing improvement, and complete Appendix A (Improvement Plan).

**Evaluation Response.** The unit member will receive a dated copy of all written evaluations to be placed in their personnel file, which will be signed by the evaluator and the bargaining unit member. Provisions will be made for:

1. Comments by the unit member being evaluated as required by Education Code Section 44031, and
2. A statement that the unit member's signature does not necessarily indicate approval of the evaluation, but does indicate that the unit member has read the document and has been provided the opportunity to respond.

**Evaluation Miscellanea.** Evaluation forms used will be by mutual agreement of the District and the Association. Self-evaluation will not be required of any unit member.

This article replaces Article 9 in its entirety and supersedes any previous agreements between EMUEA and EMUHSD.

**ARTICLE 10**  
**PERSONNEL FILES**

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

Such material is not to include ratings, reports or records which:

- 1) were obtained prior to the employment of the person involved;
- 2) were prepared by identifiable examination committee members;
- 3) were obtained in connection with promotional examination; or
- 4) were unverified through an investigation.

Every employee shall have the right to inspect such materials upon request; the inspection may be during non-working time or the unit member's conference or other non-teaching period. The personnel files herein referred to are the official District personnel files maintained in the District office and representatives of the District personnel office shall be present during the time of inspection of the file by the employee making the request. Any person who causes material to be placed into a teacher's personnel file shall sign and date such material. Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to such derogatory statement, his own comments thereon. Upon request by the unit member such review shall take place during conference period or other non-teaching time and the employee shall be released from duty for this purpose without salary reduction. The unit member may conduct such review during non-working time, provided it is during normal business hours.

An employee, while inspecting his personnel file, may be accompanied by a representative of his choice.

An employee shall be entitled to obtain copies of materials subject to his inspection, provided he reimburses the District for the reasonable cost of producing the copies

The official District personnel files shall be available on only a need-to-know basis.

**ARTICLE 11**  
**LEAVES OF ABSENCE**

A year's leave of absence may be granted a teacher who submits a written request to the Board. A leave of absence shall be taken without pay, and the year shall not be counted toward advancement on the salary schedule. Following the leave, a teacher shall be assigned the same position held at the time the leave commenced; or, if that position is no longer in existence, to a substantially equivalent position.

The teacher must notify the Board of his intent to leave by March 1 of that year and his intent to return by March 1 of the following year. The teacher will be notified of acceptance or denial of leave prior to June 1.

While on leave, a teacher shall have the option to remain an active participant in the District fringe benefit programs by contributing thereto the necessary premiums each month.

A teacher on leave of absence shall not be denied the opportunity to substitute in the District by reason of the fact that he or she is on such leave of absence.

The teacher is to receive in writing the reasons for denial of a request for such leave.



**ARTICLE 12**  
**ACCUMULATIVE SICK LEAVE**

Twice each year accumulated sick leave shall be accurately reported to each teacher by the first of December and by the first of June. The District shall bear responsibility for all errors in sick leave computation and make restitution where errors are discovered.

Certificated employees employed for ten (10) school months shall be entitled to ten (10) days sick leave as of the first day of school in any school year, if on a full-time basis with full pay.

Certificated employees employed for twelve (12) school months shall be entitled to twelve (12) days sick leave as of the beginning of the fiscal year (July 1) if on a full-time basis with full pay. Those employed on a full-time basis for other time periods than ten (10) or twelve (12) months shall be entitled to a proportionate amount of sick leave. Accumulative sick leave may not be earned in excess of a maximum of twelve (12) days per year.

An employee who has exhausted his/her personal necessity leave may use up to eight (8) additional days of accumulative sick leave for purposes of serious illness in the immediate family. "Immediate family" means the mother; father, grandmother, or grandfather of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, grandchild, step-parent, step-child, foster parent, foster child; legal guardian, brother-in-law, sister-in-law of the employee; or any person living in the immediate household of the employee provided that such person is the employee's "significant other" or "partner."

Anytime that a certificated employee does not take the full amount of sick leave allowed in any school year, the amount not taken shall be accumulative from year to year.

After all earned leave as set forth above, is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months. The amount deducted for leave purposes from the unit member's salary shall be the lower of a) one-half the employee's daily rate or (b) the amount actually paid a substitute employee to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute.

An employee shall not be provided more than one five (5) month period per illness or accident.

However, if a school year terminates before the five (5) month period is exhausted, the employee may take the balance of the five (5) month period in a subsequent school year.

When employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five (5) month period, and the employee is not medically able to resume the duties of his or her position, the employee shall be placed on a re-employment list for a period of twenty-four (24) months if the employee is on probationary status, or for a period of thirty-nine (39) months if the employee is on permanent status. When the employee is medically able, during the twenty-four (24) or thirty-nine month period, the certificated employee shall be returned to employment in a position for which he or she is credentialed and qualified. The twenty-four (24) or thirty-nine (39) month period shall commence at the expiration of the five (5) month period provided above. Until there is a vacancy for which the teacher is credentialed and qualified, the teacher may request placement in the substitute pool at the applicable substitute rate of pay.

Upon request by District management, unit members shall be required to present a certificate verifying the personal illness or injury; the form to be utilized and the source, whether employee or doctor, shall be at the sole discretion of the District. If the illness or injury exceeds three consecutive days, the District may require a certified medical specialist to visit the unit member and make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury, and to report such findings to the Superintendent or his designee.

If after investigation the District concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to the unit member, may retroactively refuse to grant such leave. If requested by District management, the unit member shall not return to work until he/she submits a medical doctor's authorization to return to work.

Whenever possible, a unit member must contact his immediate supervisor as soon as the need to be absent is known, but in no event less than two hours prior to the start of the work day to permit the employer time to secure substitute service. Failure to provide adequate notice shall be grounds for denial of leave with pay or other disciplinary action.

A unit member who is absent for one (1) hour shall have one (1) hour deducted from the accumulated leave; if the absence is for any portion of an hour it shall count as a full hour. A unit member shall not be allowed to return to work and shall be placed on leave without pay if the employee fails to notify the District of the employee's intent to return to work at least two (2) hours prior to the close of the preceding work day if such failure results in a substitute being secured.

**ARTICLE 12A**  
**FAMILY LEAVE**

Any full-time bargaining unit member who has served the District for at least one (1) continuous school year shall be eligible to take unpaid Family Care Leave. Such leave shall be counted and run concurrently with applicable District leaves of absence.

**ARTICLE 12B**  
**CATASTROPHIC SICK LEAVE**

**Catastrophic Sick Leave Bank**

1. To be an eligible participant in the Catastrophic Sick Leave Bank ("Bank"), a permanent, full-time, certificated employee must donate one (1) day of sick leave during the open enrollment period, September 1 – September 30, of the year they wish to become active. Eligible donors must, at the time of donation, have at least fourteen (14) days of accrued sick leave in their account. If the total number of days in the Bank exceeds one thousand (1000) days at the first of September of any year, active members will be exempt from donations that year. Members wishing to become active participants will be required to donate one (1) day during the open enrollment period in the year they join regardless of the total number of days in the Bank.
2. Certificated employees active in the Catastrophic Sick Leave Bank are required to have ten (10) days of accrued sick leave and may donate as early as the first day of that school year to remain eligible.
3. No sick leave may be drawn for purposes of summer school.
4. Participants in the Catastrophic Sick Leave Bank will become active at the time of their donation and will remain active through September 30 of the following year unless they are exempt from donating per subsection 1 of this article, in which case they will remain active through September 30 of the next year for which the one thousand (1000)-day threshold has not been met.
5. Sick leave day contributions will be authorized on the appropriate form.
6. Donations of sick leave days to the Bank shall be irrevocable. Sick leave, which is donated under this section, shall be deducted from the donating employees' accrued sick leave.
7. Subject to all terms and conditions herein, a permanent certificated employee may donate up to five (5) additional days per year, earmarked for a specifically named employee who is eligible to draw from the Bank. If the sick leave day donation for the specifically named employee is refused by the Catastrophic Sick Leave Committee, the donation form will be returned to the donor and the sick leave days will not be deducted from the donor's sick leave account.
8. A catastrophic injury or illness shall be defined as: any injury or illness which incapacitates a certificated employee for a period of time in excess of sixty-six (66) days, or which, based upon competent medical evidence, is predicted to incapacitate the employee for at least sixty-six (66) working days. The fact that differential sick leave is required to be used does not, standing alone, assist in defining an illness or injury as "catastrophic."
9. A certificated employee who qualifies for catastrophic injury or illness leave may not draw upon the Bank until all fully paid illness or injury leave is exhausted. Upon exhaustion of fully paid leave, the certificated employee may use up to 40 days of catastrophic leave. Thereafter the employee may utilize his/her differential sick leave and, if approved by the Committee, may

apply for up to 40 days of supplemental leave from the Bank. In the event the District shall pay the employee full pay, the bank shall be charged one sick leave day.

10. Because of the availability of temporary disability supplemental payments, leave from this Bank may not be used for illness or disability which qualifies the certificated employee for Industrial Accident or Illness leave.
11. General responsibility for administering and implementing the Sick Leave Bank shall rest with the Joint Catastrophic Sick Leave Bank Committee ("Committee"). The certificated employee who receives leave from the Bank shall furnish all requested medical information deemed necessary by the Joint Catastrophic Sick Leave Bank Committee ("Committee"). The Committee determines the employee's eligibility to receive donated leave under this section. Upon request by the Committee, the certificated employee shall submit a "Certificated Sick Leave Bank Request for Withdrawal" form for the release of medical information. The Committee shall be entitled to obtain an independent medical evaluation to determine a certificated employee's right to receive leave from the Bank.
12. A certificated employee who wishes to donate sick leave shall submit a "Certificated Sick Leave Bank Deposit" form with the Payroll Department. This form authorizes the donation to the Bank and the assignment of the leave to the Bank or a specified individual. No surrender or assignment shall be effective until approved by the Joint Catastrophic Sick Leave Bank Committee. The decision of the committee shall not be subject to the grievance procedure, but may be reviewed upon appeal to the Committee.
13. A certificated employee who has submitted a request to donate sick leave, and a certificated employee who receives leave from the Bank, shall each execute an agreement satisfactory to the Committee. The agreement will confirm the understanding of each the donation of sick leave is voluntary. The agreement will also provide that each certificated employee agrees to indemnify and hold the Committee harmless from any claim, demands, or causes of action related to the donation.
14. No action taken by the Committee under this section shall be subject to the grievance procedure of the agreement. The Committee shall be composed of four (4) members, two (2) appointed by the District and (2) appointed by the El Monte Union Educators Association ("EMUEA"). A certificated employee dissatisfied with any action taken or decision made by the Committee concerning the Catastrophic Leave Plan herein provided may submit a request for an appeal for reconsideration with additional supportive documentation. No request for appeal shall be considered by the Committee unless the request for appeal is submitted no later than ten (10) working days after notice of the action or decision in question. A tie vote represents a denial of the request. The Committee shall have no jurisdiction to hear any request which is not submitted within the required time frame. The Committee shall review timely matters which are submitted to it. The Committee shall prepare a written report regarding the matter submitted to it. The report shall be submitted to the District Superintendent.

15. Subject to the conditions in paragraph 8, above, the maximum number of donated sick days allowed to one member for a single catastrophic injury/illness shall not exceed forty (40) workdays. The certificated employee may request up to an additional forty (40) donated days, should the condition continue, by filing an additional request for consideration by the Committee.
16. If there are insufficient days in the Bank, there is no obligation to grant leave hereunder, in whole or in part. Neither the District, nor Association, nor the Committee shall be legally responsible if there are insufficient days in the Bank to allow for a Catastrophic Sick Leave withdrawal. The Committee shall be responsible for informing certificated employees of solicitations for donations earmarked for the Bank.
17. If any provision of this section is held to be unlawful, then this entire section shall be null and void. This section supersedes any obligation of the District under Education Code section 44043.5.

## **ARTICLE 13**

### **INDUSTRIAL INJURY AND ILLNESS LEAVE**

A probationary or permanent certificated employee who is absent because of injury or illness-which arose out of and in the course of his employment, and for which he is receiving temporary disability benefits under provisions of the Workers Compensation Insurance Fund, shall be entitled to industrial injury or illness leave under the following rules and regulations:

These benefits shall be granted to probationary and permanent certificated employees.

Allowable leave shall be for a maximum of sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.

Allowable leave shall not be accumulated from year to year.

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

When a person is absent from his duties on account of an industrial accident or illness, he shall be paid such portion of the salary due him for any month in which the absence occurs as when added to his temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code will result in a payment to him of not more than his full normal salary.

Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary indemnity award.

When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.

Upon termination of the industrial accident or illness leave, the employee shall be entitled to the sick leave benefits provided in this Agreement, and for the purpose of each of these sections, his absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he may elect to take as much of his accumulated sick leave which, when added to his temporary disability indemnity, will result in a payment to him of not more than his full normal salary.

During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's normal salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to sick leave shall be equal to the difference paid by the District and made only in accordance with this Section. The responsibility for reporting the receipt and endorsement of temporary disability indemnity checks to the District Business Office rests solely upon the employee.

The District reserves the right to require an employee to furnish proof of the cause of absence.

Any employee receiving benefits as a result of this Section shall, during periods of injury and illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state.



**ARTICLE 14**  
**MATERNITY LEAVE**

Unit members shall be entitled to use personal illness leave as set forth in this Agreement for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom on the same terms and conditions governing leaves of absence for other illnesses, injuries, or medical disabilities. Such leaves shall not be used for childcare, childrearing or preparation for childbearing, but shall be limited to those disabilities caused or contributed to by pregnancy, miscarriage, childbirth or recovery therefrom.

The length of such pregnancy disability leave, including the date on which the leave shall commence and the date on which the employee's duties are to be resumed, shall be determined by the employee and the employee's physician, subject to the following conditions: A pregnant employee may continue in active employment as late into her pregnancy as she desires, provided she is able properly to perform her required duties and responsibilities and has submitted the necessary doctor's certificate.

The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; provided, however, that District management may require a verification of the extent of disability.

Unit members shall be entitled to leave without pay or other benefits for disability caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, when all current, accumulated and differential pay sick leave has been exhausted.

This article shall be interpreted and applied as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for other illnesses, injuries or disabilities.

An employee on pregnancy disability leave for one semester or less shall be entitled to return to the same assignment held at the time such leave commenced, unless such assignment has been discontinued, in which case the employee shall be entitled to return to an assignment comparable to the assignment held at the time such leave commenced. In any case, the assignment of the employee upon return to work shall be comparable to that held at the time pregnancy disability leave began. "Comparable" means same educational level and also means immediate assignment within major and/or minor teaching fields whenever possible, except by request of the employee and subject to availability of the position.

The salary schedule position and movement of an employee shall not be interrupted because of pregnancy disability leave of one year or less in length.

Whenever the District determines that it may be appropriate to require additional verification of the extent of any and/or all of the disabilities referred to above, said verification may be achieved through one of the following two methods -- the option to be exercised by the affected employee; in the event the employee does not exercise an option upon request, the District may proceed with option "A" below:

- A. District management may require verification of the extent of disability through a physical examination by a physician appointed by the District at the District's expense; or
- B. An additional medical examination shall be conducted by the employee's physician at District's expense. In the event the employee chooses to exercise this option, the employee's physician's verification shall be on a form provided by the District.

## **ARTICLE 14A**

### **LACTATION ACCOMMODATION**

Unit members who intend to express milk will inform their supervisor before returning to work. A unit member who will need a reasonable accommodation related to lactation will give their supervisor notice as soon as practicable. Members and supervisors agree that early notification will ensure the best possible plan for all stakeholders. Members may request union representation when creating this plan.

Prior to their return to work, members expressing milk will create a plan, to include prep periods, with the supervisor. With sufficient advance notice regarding the master schedule, supervisors will make every effort to provide the unit member with the prep period requested. The plan will provide for appropriate coverage for the member throughout the day and for the various bell schedules for the purpose of expressing milk, at no cost to the member.

Members will, whenever possible, express milk during any break time or prep/conference period.

Unit members who are expressing milk will be provided a clean private space in which to express milk. This space will not be a bathroom or any dirty or unsanitary place. This space will:

- Be located near the member's work area
- Have a locking door (from the inside) and window coverings
- Have a chair to allow sitting and a flat, clean surface for placing pump and bottles of milk
- Have at least one functional electrical outlet for an electric pump
- Be close to clean running water to clean pump parts
- Have paper towels and a privacy screen

The member may choose to express milk in their own work room if mutually agreed and the minimum requirements listed above are met by this work room. Unit members will also have access to refrigerated storage that meets their needs.

**ARTICLE 15**  
**PARENTAL LEAVE**

- A. Leave without pay or other benefits may be granted to a unit member for preparation for childbearing and for childrearing.

The unit member shall request such leave as soon as the unit member determines the need for said leave making every effort to give the Principal or designee or immediate supervisor reasonable time to plan for the absence. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave. Written rationale for a denial shall be given to the employee.

The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.

There shall not be a diminution of employment status for taking a parental leave except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction in force purposes, nor shall the time taken on parental leave count toward credit for probationary teachers in earning tenure status.

- B. Leave with substitute differential pay or one-half the employee's daily rate, whichever is greater, once sick days are exhausted will be granted to either father or mother for the purpose of bonding with a newborn infant, or an adopted or fostered child.

A unit member must submit a Leave of Absence request form to his/her immediate supervisor as soon as the member determines the need of said leave making every effort to give the Principal or designee or immediate supervisor reasonable time to plan for the absence. The duration of such leave shall consist of no more than a total of twelve (12) weeks. All twelve (12) weeks must be completed within a twelve (12) month period from childbirth. For adoption or foster care placements, such leave can begin earlier to allow for arrangements and preparations needed prior to the placement of the child. Only one (1) twelve (12) week period is permitted per year. The leave can be taken in consecutive twelve (12) weeks or at different times during the twelve (12) month period with the minimum duration of any requested leave being two (2) weeks, with shorter increments allowed on up to two occasions. If both parents are District employees, only a combined leave of twelve (12) weeks is allowed.

Unit members shall use their available sick leave first. When the available paid sick leave is exhausted, the unit member will be paid their remaining  $\frac{1}{2}$  pay balance or substitute differential pay for up to, throughout the remaining twelve (12) weeks or until said pay is exhausted.

Differential pay is the member's daily rate minus the lower of: a)  $\frac{1}{2}$  of the employee's daily rate or b) the lowest daily rate for a substitute.

## **ARTICLE 16**

### **BEREAVEMENT LEAVE**

All unit members shall be allowed a leave of absence for up to five (5) days on full pay when such absence is occasioned by reason of each death in the immediate family of such person and the time is needed to attend and/or arrange for the funeral; unit members who must travel more than 300 miles one way shall be allowed up to an additional two (2) days of leave. Upon request, employee shall submit proof of travel.

Members of the Immediate Family - Members of the immediate family means the mother, father, grandmother, or grandfather of the employee or of the spouse/registered domestic partner of the unit member, and the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister, grandchild, foster parent, foster child, legal guardian, brother-in-law, sister-in-law of the unit member; or any person living in the immediate household of the unit member provided that such person is the unit member's "significant other" or "partner." The above also pertains to "step" relationships (including, but not limited to, step-parents, step-siblings, step-grandparents, step-children and – grandchildren, step-in-laws, etc.).

**ARTICLE 16A**  
**REPRODUCTIVE LOSS LEAVE**

An employee can take five (5) days of fully paid leave following their own reproductive loss event or that of another person, such as a spouse or partner, if the employee would have been the parent of the child born or adopted. Such leave does not need to be taken consecutively.

A reproductive loss event is any of the following:

- Miscarriage
- Stillbirth
- Failed adoption – for example, if a birth mother or legal guardian breaches or dissolves an adoption agreement, or if an adoption is not finalized for another reason
- Failed surrogacy – for example, if a surrogate breaches or dissolves a surrogacy agreement, or if an embryo transfer fails
- Unsuccessful assisted reproduction – for example, a failed intrauterine insemination or embryo transfer

**ARTICLE 17**  
**EMERGENCY LEAVE**

Unforeseen circumstances may occur during an employee's assigned hours of service or in transit thereto which he cannot reasonably be expected to disregard and which may require his immediate attention.

These may include:

- The death of a member of the employee's immediate family;
- An accident involving the employee's property or the person or property of a member of the employee's immediate family; and
- Imminent danger to the home of an employee, occasioned by a factor such as flood, fire, or earthquake, or any other such matter which cannot be ignored.

A teacher who, during the regular class period, must leave the classroom because of the need to attend to a personal matter such as listed above, shall not lose salary for emergency leave nor shall time be deducted from sick leave; subject, however to the following conditions:

1. The employee is not informed of said occurrence until he has reported to work or the occurrence actually happened while in transit thereto; and
2. This leave is limited to the day of the occurrence; if additional days are necessary, they must be applied for under other leave provisions of this Agreement.

The District shall make a good faith effort to distribute emergency assignments as equitably as possible.



**ARTICLE 18**  
**MILITARY LEAVE**

Employees shall be eligible for military leave as provided in applicable State and Federal laws.

## **ARTICLE 19**

### **CONFERENCE LEAVES**

The Superintendent will have the authority to recommend to the Board of Trustees for approval all conferences for the current school year. Recommendations for approval will be based on the educational needs and interests of the District and its ability to finance such considerations in terms of current budgeting requirements.

**ARTICLE 20**  
**LEAVE TO SERVE IN AN ELECTIVE POSITION**

A leave of absence may be granted without pay to serve in an elective position of the city, county, State or Federal Government, during tenure of office.

## **ARTICLE 21**

### **RETURN FROM ALL LEAVES**

If a teacher is on leave and wishes to return prior to the scheduled or agreed upon termination date of the leave, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which the unit member is qualified, he/she shall be assigned to a position as soon as possible. "Vacancy" shall not include a position which would be filled by a probationary or permanent employee except for the fact that such employee is on leave, nor shall it include a position filled, for that school year, by a temporary, probationary or permanent employee.

## **ARTICLE 22**

### **PERSONAL NECESSITY LEAVE**

Each unit member shall be entitled at his/her election to utilize up to seven (7) days leave of absence annually for personal necessity. Such leave shall not be used merely for an extension of a holiday or vacation or for purely personal convenience and it shall be deducted from the unit member's accumulated sick leave.

Personal necessity leave may be granted to each member provided he/she makes a request to the unit member's Principal or other immediate supervisor sufficiently in advance so that adequate service, if necessary, may be provided.

Advance permission will not be required for leave taken due to the following emergencies:

- (a) Death or serious illness of a member of his immediate family; or;
- (b) Accident involving his person or property or the person or property of a member of his immediate family.

The applicant for such leave shall be required to state the reason for taking such leave.

Five (5) days of personal necessity leave, of the seven days allowable, may be utilized by the unit member for personal necessity at his/her discretion upon the following conditions:

- 5. Such days may not be used for extending a holiday or vacation or for withholding services from the District;
- 6. Such days are charged to accumulated sick leave;
- 7. The unit member provides advance notice but shall not be required to give reasons for the use of these five days unless the District suspects that there is an abuse of such days.
- 8. Written request for two (2) of the seven (7) days of personal necessity leave must be made at least two (2) working days in advance.
- 9.

Administration retains the right to refuse the unit member's request if too many unit members are already scheduled to be absent from their assignment.

**ARTICLE 23**  
**JURY DUTY AND WORK-RELATED SUBPOENA**

Unit members shall be eligible for leave of absence when regularly called for jury duty in the manner provided by law subject to the following provisions:

- (a) Leave shall be with pay. Employees who receive additional compensation for jury duty leave during this period will remit their jury fees to the District within ten (10) days following receipt of said fees.
- (b) Fees remitted to the District pursuant to Paragraph (a) above shall be placed in a separate account and divided equally among bargaining unit members who postpone their jury duty to non-duty days and actually serve on such non-duty days.

**WORK-RELATED SUBPOENA**

An employee subpoenaed to appear before court or administrative tribunal for any matter arising directly from the employee's employment shall be granted leave with pay for the actually required absence.

## **ARTICLE 24**

### **TRANSFER AND REASSIGNMENT**

A “transfer is defined as a change by a bargaining unit employee from one school to another within the District. A “vacancy” is defined as a true opening on a staff in a given high school which cannot be filled by the voluntary reassignment of a current staff member within that school.

Transfers may be involuntary or voluntary, subject to the provisions below:

#### **VOLUNTARY TRANSFER:**

The District will post in all schools a list of current and/or anticipated vacancies. Such lists shall be updated periodically.

Certificated employees who wish to apply for any open positions will apply in writing to the Principal of the school in which they are currently located.

One copy of the letter of application will be sent to the Principal of the school for which application is made and another copy to the Assistant Superintendent for Human Resources (HR).

Within fourteen calendar days, each applicant will be interviewed by the Principal of the school to which application was made. Within fourteen days after the completion of the last interview, the applicant will be notified of the outcome in writing by the Principal.

If the District is not satisfied with the qualifications of the applicants, the District may recruit outside the District for purposes of filling the vacancy.

The District need not consider any requests for voluntary transfer unless such requests are addressed to specific vacancies.

The District will select the most qualified applicant, based upon a review of the following criteria:

- Qualifications for the vacancy, including grade level and/or subject area experience, appropriate credentials, ability to perform responsibilities of the vacant position and any special qualifications for the vacant position;
- Personal knowledge of the employee’s work history and habits;
- Review of evaluations, personnel files and any other written or oral relevant material;
- Years of experience;
- Years of certificated service within the District.

When a request for voluntary transfer is denied for reasons other than lack of a vacancy, the District shall, upon request, provide unsuccessful applicants with a statement of reasons for denial of their request for a transfer.

The District will retain requests in an “active” file for no less than one year following date of receipt of the request.

#### INVOLUNTARY TRANSFER:

In the event that the voluntary process is not sufficient to fill all openings, involuntary transfers will be recommended to the Board by the Superintendent based upon the following guidelines:

1. Unit members with the required credential will be considered for involuntary reassignment.
2. Unit members with fewer years of service will be considered for involuntary reassignment before those with greater seniority.
3. Unit members with special outside-the-classroom assignment skills needed will be considered, providing the above two guidelines are met.
4. Unit members with the same initial date of service will have their seniority number determined by lottery. The lottery will be conducted in the presence of at least two (2) Association representatives.

A unit member involuntarily transferred will not be involuntarily transferred again for a period of three (3) school years. Unit members being transferred will be given at least five (5) working days written notice which includes the reason for the transfer.

Any unit member involuntarily transferred after the commencement of the school year will be entitled to a District paid substitute for one day to assist the employee in accomplishing the transfer. Any unit member involuntarily transferred will be assisted by the District in the movement of the unit member's materials and supplies.

A second day of instruction/duty-free time for preparation and orientation will be given to a unit member who is involuntarily transferred unless the transfer occurs prior to the beginning of the instructional school year.

Unit members involuntarily transferred will have the privilege of first consideration for transfer to the original position or its equivalent.

#### ASSIGNMENT AND REASSIGNMENT

School administration determines assignments and develops the master schedule.

Administration will seek input from department chairs. Unit members may appeal to administration in



writing for review of their teaching assignment. A unit member will have the right to discuss changes to their schedule with school administration.

Each continuing unit member will be given a tentative written notice of the next year's assignment no later than the close of the school year.

New teachers will be given written notice at the time of hiring or reasonably soon thereafter. When possible, such notice will specify the teaching location, grade level(s), and subject area to which the unit member will be assigned.

A teacher assigned a new preparation after the first week of a semester shall, upon request, be entitled to up to two (2) working days to prepare under appropriate direction; this will not apply if

the teacher has taught the new preparation within the preceding two school years, including summer school.

"Reassignment" is defined as 3/5 or more change in the department to which a classroom teacher is assigned, such change occurring entirely within one (1) school year. Reassignments may be voluntary or involuntary, subject to the provisions below:

1. A unit member may request a reassignment from his/her principal.

1. 2. The principal, in an attempt to locate a volunteer, will consult with teacher(s) who possess the credentials to accommodate the assignment.

2. 3. If no volunteer is available for reassignment the principal will assign the appropriate teacher(s) based on the following considerations:

- (a) Appropriate credential.

- (b) Where two (2) or more such teachers are qualified the teacher with the lesser seniority shall be reassigned.

- (c) Consideration of special skills or co-curricular duties which need to be included in the reassignment.

All reassignments are governed by and subject to the District's legal requirements and responsibilities

#### LAST-MINUTE VACANCIES

Vacancies which occur after the start of the school year may be filled on a temporary basis, by a teacher not currently employed by the District, without the need to follow the procedural requirements of this

Article. However, the position must be posted for the following year, with no special consideration given to the temporary or substitute teacher who filled the position on an interim basis.

There is no intent to imply a waiver to someone's statutory rights to probationary or permanent status.

Contract procedures above.

Hiring of substitute or temporary employees.

## **ARTICLE 25**

### **CLASS SIZE**

The District and the Association recognize that optimum class size facilitates quality education. The Board of Trustees will annually determine “recommended class size divisors” for the following school year. The class size divisors are used for construction of the master schedules and the determination of teachers needed for each school.

The District will make every effort to balance classes. Leveling of classes shall occur within the first twenty (20) school days after the start of each semester to the extent possible.

The District will make every effort to place students with IEP’s and/or 504 plans proportionally among regular education teachers provided the District can place students with teachers who are appropriately credentialed.

The District will make every effort to keep the number of special education students in the “collaboration” class period in the five to eight range; however, no more than a third of the students enrolled in the “collaboration” class period will be special education students

## ARTICLE 26

### SAFETY CONDITIONS

The District shall make every effort to provide a place of employment which is as safe as the nature of the employment, assigned duties, available personnel, facilities and finances reasonably permit.

Unit members may use reasonable force under circumstances which require that they defend themselves or students against an assault; provided, however, that such force does not exceed that which is needed to repel or protect from bodily injury and provided further, that the unit member report any such incident to the immediate supervisor within a twenty-four (24) hour period. The above provision shall not be read as a requirement that unit members must place themselves in danger of serious bodily injury in order to protect another employee or student from an assault.

Nothing contained in this Agreement shall be deemed as waiving the statutory rights of a unit member to suspend a student.

**PERSONAL PROPERTY REIMBURSEMENT:** Personal property brought to the work site by unit members and used as an integral part of and necessary to the educational program shall be reimbursed for loss, destruction or damage by arson, theft or vandalism. Property must be approved in advance for use in school by the Principal or designee who shall confirm the reimbursement value in writing.

- (a) Any device used to support school safety (including, but not limited to, those equipped with apps such as Catapult) will have implicit approval not requiring additional written approval. Said devices will be registered with the Principal or designee. If a member's registered device is damaged or stolen while on school grounds, District will compensate the member the replacement cost of the device at the time of loss.
- (b) Reasonable care shall be taken by unit members adequately to protect such property while it is on school property. There shall be no reimbursement for loss due to the unit member's negligence.
- (c) Under no circumstances shall this clause be interpreted to apply to unit members' transportation vehicle or articles of clothing.

Qualified nurses shall be the only unit members required to provide and conduct necessary medical procedures (including, but not limited to, clear intermittent catheterization, injections, suction, gavage feeding and drainage). Unit members may be requested to attend training on designated procedures in order to be prepared to respond in an emergency situation, as in a time of natural disaster. Such training shall be provided during the unit member's duty day or the unit member shall receive compensation for such training time if outside the regularly scheduled duty day.

## SAFETY CONDITION(S) REPORTING

- (a) Employees shall report promptly to the site administrator all conditions considered to be hazardous to the health and/or safety of students and/or employees; the employee shall use the appropriate complaint form.
- (b) The District shall promptly investigate any alleged hazardous condition. Upon verification by a qualified person that a hazardous condition exists, the District shall take appropriate action to alleviate such hazardous condition(s).
- (c) The Association shall have the right to appoint up to two (2) representatives to the District Safety and Health Committee.
- (d) In accordance with Education Code section 49079, and within twenty-four (24) hours of notice, site administrators shall notify the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts which falls within the reporting requirements of Education Code section 49079 based on any records that the District maintains in its ordinary course of business, or receives from a law enforcement agency.

## **ARTICLE 27**

### **COMPLETE UNDERSTANDING**

All conditions of employment and general working conditions within the scope of meeting and negotiating pursuant to Government Code Sections 3540, et seq., in effect in the District prior to and at the time this Agreement is signed are null and void. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning the matters covered herein. This Agreement shall not be interpreted or applied to provide unit members with professional or other advantages heretofore enjoyed unless expressly stated herein.

Except as specifically provided herein, during the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **ARTICLE 28**

### **MISCELLANEOUS PROVISIONS**

To the extent any individual contract of employment between the District and a unit member is inconsistent with the terms of this Agreement, the terms of this Agreement shall be controlling.

This Agreement shall supersede any rules, regulations or practices of the District which are contrary to or inconsistent with its terms.

The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or unlawfully discriminatory.

Wherever in this agreement the word "spouse" is used the phrase "registered domestic partner" shall be added wherever required by law.

The District and Association shall form a Special Education Task Force consisting of the five Special Education Department Chairpersons and five core academic teachers (to be selected by EMUEA but from five different schools) and at least seven (but no more than ten) District or site level administrators. The Task Force will review programs and options for maximizing delivery of Special Education services and make recommendations for such models with due regard for inclusion requirements, the "collaborative" model, funding and State and Federal requirements.

## ARTICLE 29

### SALARIES AND FRINGE BENEFITS

#### 1. SALARIES

- A. 2024-2025: Increase on-schedule salary one percent (1%), effective July 1, 2024. In addition, all bargaining unit members will receive a one-time, two and one-half percent (2 ½ %) off-schedule payment.

#### B. CTE Teachers:

1. Full-time CTE credentialed teachers will be placed on the EMUEA/EMUHSD Teacher Salary Schedule T at the appropriate step and column.
2. A full-time CTE credentialed teacher without a bachelor's degree will not advance beyond column I. Upon completion of a bachelor's degree, these teachers will be credited for semester units earned in acquiring their credential and other semester units earned that were not directly related to the acquisition of the bachelor's degree.
3. In all cases above, teachers will receive full credit for all prior years teaching upon placement onto Salary Schedule T.
1. If any current non-CTE course changes either in curriculum or title to a CTE course, the current single-subject credentialed teacher will get first consideration for the position while retaining permanency, salary, seniority, and other provisions stipulated in the EMUEA/EMUHSD CBA and under the law. If the teacher does not at that time hold the appropriate credential, that teacher will be given no more than two (2) years to continue teaching the class while pursuing the credential, unless prohibited by an external funding source.

#### C. Bilingual/LEP Stipend

1. Teachers who hold a CLAD, LDS, or SB 1969 certificate equivalent will be paid \$50.00 per class per year for each sheltered or SDAIE class that they teach; such teachers who earn the CLAD, LDS, or SB 1969 certificate equivalent and are teaching a sheltered or SDAIE class, shall receive a one-time bonus of \$300.00.
2. Teachers who earn the CLAD, LDS, or SB 1969 certificate equivalent and are teaching a sheltered or SDAIE class, shall receive a one-time bonus of \$300.00.
3. Teachers who hold a CLAD, LDS, or SB 1969 certificate equivalent are eligible for the CLAD stipend and/or bonus for teaching a bilingual class only if they meet the following criteria: (1) the teacher must be in training for BCLAD and (2) making satisfactory progress toward BCLAD.
4. Teachers who hold BCLAD or BCC will be paid \$65.00 per class per year for each bilingual class they teach; such teachers who earn or possess BCLAD or BCC and are teaching a bilingual class will receive a one-time bonus of \$500.00.



D. Co-curricular and Coaching Stipends

1. The co-curricular salary schedule shall be as set forth in the Co-curricular Certificated Salary Schedule. This salary schedule will be increased by the same percentage as any negotiated increase to Salary Schedule T. All coaching stipends will be issued after the completion of the season: fall sports will be paid in December, winter sports will be paid in March, spring sports will be paid in May.
2. Varsity coaches and all varsity assistant coaches receiving a stipend who participate in C.I.F. playoffs shall receive pro-rated pay during the playoffs computed on a weekly (or part thereof) basis.

E. Packing and Loading

Teachers required to pack and load personal and/or instructional materials in connection with a move from one school site to another or from one classroom to another as a result of reconstruction, remodeling or involuntary relocation shall be paid at the hourly rate for teachers who are working without students as defined in Article 29A unless such work occurs during the regularly scheduled work day.

2. FRINGE BENEFITS

- A. The District is currently under contract with VEBA for health insurance and CICCIS Trust for dental and vision plans; these plans are reflected in Section B below. Any changes in providers will be negotiated.
- B. Effective January 1, 2025, the District shall make the following contributions tenths toward the payment of premiums for eligible employees enrolled in the following group health insurance programs:

PLAN	AMOUNT
UNITED HEALTH CARE (HMO)	
Employee only	\$ 996.00
Employee plus one	\$1648.96
Employee plus family	\$2310.96
UNITED HEALTH CARE HARMONY 10 (HMO)	
Employee only	\$ 875.00
Employee plus one	\$1444.75
Family	\$2026.20

UNITED HEALTH CARE JOURNEY HARMONY (HMO)

Employee only	\$ 722.00
Employee plus one	\$1157.40
Family	\$1612.25

UNITED HEALTH CARE (POS CHOICE PLUS PPO)

Employee only	\$ 1046.00
Employee plus one	\$1731.01
Family	\$2439.36

Kaiser (HMO)

Employee only	\$ 1046.00
Employee plus one	\$1731.01
Employee plus family	\$2439.36

Delta PPO Dental (Low)

Employee only	Up to	\$ 49.25
Employee plus one	Up to	\$ 89.90
Employee plus family	Up to	\$ 136.71

Delta PPO Dental (High)

Employee only	Up to	\$ 49.25
Employee plus one	Up to	\$ 89.90
Employee plus family	Up to	\$ 136.71

Delta HMO Dental

Employee only	Up to	\$ 22.56
Employee plus one	Up to	\$ 37.20
Employee plus family	Up to	\$ 55.04

Vision

Composite	\$ 25.24
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MET Life

Employee only	\$ .138/1000
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- C. With regard to the HMOs, the District will automatically pay the increase, if any, in premiums for “Employee Only”; increases in the “Employee plus one” and “Employee plus family” rates shall be

shared on the basis that the District will pay eighty percent (80%) of the increase and the unit member will pay twenty percent (20%) of the increase. The District will contribute to the POS Plan at the lowest HMO level at each tier. For 2012-2013, or any subsequent year, if either the District or the Association wishes to propose a change in this language, they must submit such proposal prior to September 1, 2012, or any subsequent September 1; in the event of such a proposal, the following language shall apply in lieu of the above:

The parties recognize that respective carriers may increase premiums effective January 1, 2012, or any successive January 1. If no agreement has been reached on the amount of District contributions for 2013 prior to January 1, 2013 or for any successive year, prior to January 1 of that year the District shall contribute at the 2012 rate, or the then current rate, until such time as agreement is reached. The Association understands and agrees that this shall require deducting the differences from the salary warrants of bargaining unit employees.

Notwithstanding this agreement, the District's Health Insurance committee is encouraged to continue its work of investigating and reviewing alternate plans, carriers and benefits. If, during the term of this Agreement, the Committee issues recommendations for changes which will result in costs savings, the parties agree to review such recommendations in good faith and, if an agreement is reached upon one or more such changes, to recommend them to their respective constituencies.

- D. Eligible employees may enroll in a Group Dental and the Vision Plan and may enroll in only one (1) group health insurance plan. Enrollment in dependent coverage plans shall be limited to an "as needed" basis only. For purposes of this Article, "as needed" is defined as follows:

An employee selecting a two-party or family plan must certify that he or she is not enrolling his or her spouse if the spouse is covered by any other plan. In cases where spouses are both District employees, one employee may take "Employee only" and the other may take "Employee plus 1" or "Employee plus family", as applicable, for eligible dependent other than spouse, unless the spouse has declined "Employee only" coverage. The intent of this language includes, but is not limited to, the concept that only one spouse may enroll his or her dependents if the spouses are both District employees.

- E. Upon notice to the Association the District may convert its Dental and Vision Plan to self-insurance provided there is no reduction in benefits.

### 3. HEALTH INSURANCE FOR RETIREES

- A. For employees retiring on or after June 21, 1984 and having attained the age of fifty-five (55) years, the District shall provide insurance benefits subject to the provisions and conditions outlined below:
1. The provisions of this Article shall be limited to employees with fifteen (15) or more years of service in the El Monte Union High School District.
  2. For such retiree, the District shall continue to contribute the then current District required contribution toward the payment of premiums for the group health insurance program in which the employee is enrolled at the time of retirement for the retiree and dependent spouse until the earlier of the following:
    - a. The employee is eligible for Medi-cal, or Medicare or Medicaid; or
    - b. The employee has attained the age of 65.
  3. For eligible employees retiring on or after September 1, 2008, the District shall provide the dental and vision coverage in which the employee is enrolled at time of retirement for the retiree and dependent spouse until the earlier of the following:
    - a. The employee is eligible for Medi-cal, or Medicare, or Medicaid; or
    - b. The employee has attained the age of 65.

Subject to the specific limitations in this Article, the benefits of this Article shall be extended to enrollees in the District's Early Retirement Program at the conclusion of their eligibility for that program.
  4. It is understood and agreed that dependent spousal coverage applies only to dependent spouses who are covered at the time of the employee's retirement; it is also understood and agreed that dependent spousal coverage terminates when the retiree's coverage terminates.
  5. A retiree who subsequently relocates outside the geographical jurisdiction of the Plan in which he/she is enrolled may elect to change to another of the District's then available plans if permitted by the Plan Policy the retiree elects.
  6. Subject to the conditions stated in this section, if no District group plan is available to the retiree under circumstances such as having moved to a state where such plan is not offered, the District will contribute up to the amount equal to the District contribution for the POS plan for "employee only" or POS plan for "employee plus one", whichever is applicable.

B. MEDICARE

1. The parties agree to provide an election (hereafter "Division") so that the current employees who were eligible for coverage under the State Teachers Retirement System (STRS) as of March 31, 1986, and who have not otherwise been mandated to Medicare coverage, may elect whether or not they wish to have contributions made by them and on their behalf for purpose of establishing eligibility for Medicare coverage.
2. As soon as practicable after the date of this agreement the Governing Board shall adopt an appropriate resolution indicating its intent to offer "Medicare only" coverage for eligible employees pursuant to appropriate procedures for conducting a Division; and, thereafter, the

Governing Board will enter into an appropriate agreement or amendment to agreement with the Public Employees Retirement System (PERS) allowing for the provision of "Medicare only" coverage for eligible employees who have elected such coverage.

3. The parties understand that the election is on a one-time only basis.
4. For employees electing "Medicare only" coverage, the District will contribute an amount equal to 1.45% of monthly or tenthsly wages until such time as the employee's salary for that year has been paid or has reached the statutory maximum, whichever occurs 1 first. (By way of example: In 1990 the maximum amount subject to such deductions is (\$51,300). A matching of 1.45% of wages shall be deducted from the employee's salary for purposes of contributing to eligibility for "Medicare only" coverage.
5. Contributions shall begin with the December 31 warrant of the calendar year in which this agreement is ratified. By so doing, the parties intend to provide four quarters' coverage for the calendar year in light of their current understanding that contributions based upon \$2,080 of covered earnings will provide four quarters toward eligibility in any one calendar year. Neither the Association nor the District assumes any liability or responsibility in the event that fewer than four quarters are generated as a result of beginning contributions effective December 1.
6. The parties recognize that final state and federal approval of the necessary agreements may be as far away as a year to eighteen months following ratification of this agreement. Accordingly, the parties agree, if necessary, to escrow the deductions and contributions described in paragraph 4 above until such time as final approval requires such past and future contributions to be forwarded directly to the Social Security system. Any interest accruing to such escrow account shall be applied toward the District's obligation to pay and reimburse PERS for the administrative cost which may periodically be billed to the District. After such interest is exhausted the District will assume sole responsibility for payment of such costs.
7. Employees who are relying on the coverage quarters provided pursuant to this agreement and who retire prior to the date of final approval by the federal government do so at their own risk. Neither the District nor the Association assumes any liability or responsibility for any information or calculations pertaining to number of quarters or any other related information upon which employees may have relied in deciding whether or not to elect "Medicare only" coverage. Employees eligible to elect under this section who leave before the approval date shall have their deductions refunded with accrued interest upon request and provided that such refund is permissible under the Social Security and/or Internal Revenue Service Regulations.
8. The sole purpose of this clause is to provide eligible employees with an opportunity to elect whether or not they wish to have contributions made for them or on their behalf for the purposes of eligibility for Medicare coverage. This clause is not intended nor shall it be applied as a guarantee that such employees will, in fact, upon retirement be eligible for "Medicare only" coverage. Questions arising as to the application and/or interpretation of this clause shall be

specifically excluded from the grievance/arbitration clause of this collectively negotiated agreement.

**ARTICLE 29A**  
**EXTRA DUTY HOURLY RATES**

Extra duties will be defined as those duties that are not part of the regular teaching assignment and for which a teacher shall receive additional hourly compensation. Teachers are not obligated to perform extra duties.

Extra-duty assignments must be approved in writing by District administration prior to the unit member undertaking such an assignment and shall terminate at the end of the fiscal year or upon completion of the assignment, as outlined in the personnel report of the corresponding board agenda. Extra duty assignments shall be awarded equitably.

The extra duty hourly rate for teachers who work with students shall be based on column 1, step 1 of the certificated salary schedule. The hourly rate for teachers who are working without students shall be an hourly rate based on 70% of column 1, step 1 of the certificated salary schedule, effective July 1, 2019.

## **ARTICLE 30**

### **SAVINGS**

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

The parties shall meet not later than ten (10) days after such written decision by a court or tribunal to negotiate on the provision or provisions affected



**ARTICLE 31**  
**SUMMER SCHOOL**

Summer School assignments shall be awarded equitably.

**1. Compensation**

The hourly rate for summer school teachers who are working with students shall be based on column 1, step 1 of the certificated salary schedule, per Article 29A.

**2. Earned Sick Leave**

Unit members teaching sixty percent (60%) or more of the summer school schedule will earn ten (10) hours of earned sick leave. Unit members working less than sixty percent (60%) of the summer school schedule will earn five (5) hours of sick leave upon complete of a full summer school schedule.

**3. Nutrition Supervision**

Each certificated staff member teaching two or more classes will be assigned supervision for four (4) Nutrition Breaks per summer school session.

**4. Selection**

As soon as the master scheduling needs for summer school are determined, the positions will be posted District-wide. Only those interested in teaching will be required to complete the application indicating preference in position and site. The District will give consideration to a unit member's preference, but reserves the right to place unit members according to the needs of the District.

The District reserves the right to lengthen or reduce the summer school teaching and/or working day; in such event the applicable daily rate shall be increased/decreased proportionally according to the number of hours worked per day.

The District will provide unit members with a written offer of employment for summer school assignments by May 5th each year of this agreement. Unit members must positively affirm their acceptance of the offer by May 15th.

The following guidelines will be reviewed in considering selection of summer school staff:

1. Current and prior teaching experience;
2. Appropriate credential authorizing teacher in the subject, including EL authorization;
3. Special preparation or service skills (e.g., Health and Safety, Audio Visual);
4. Quality of performance including, but not limited to, classroom management, professional attitude and growth;

5. Most recent summer school teaching experience.

No teachers shall be required to apply for summer school; once a teacher applies and is ratified by the Governing Board for an assignment, it becomes a professional obligation of the teacher.

After one day of absence during summer session, the District retains the right to require verification of absences during the summer session and to fill vacancies created by a member's absence to meet the needs of the students.

Personal Necessity leave shall not be available during summer session except under sections (a) and (b) of Article 22.

## **ARTICLE 32**

### **DISCIPLINE**

Employees shall not be disciplined without just cause. All suspensions shall be administered in accordance with the following due process:

Whenever an employee is given notice of suspension pursuant to this Article, he/she shall be given concurrent notice of his/her right to appeal the decision and the right to request representation by the Association.

Suspensions may be without pay, but shall not reduce or deprive the employee of seniority or other rights, or any fringe benefits, including the right to reimburse the District for any payroll deduction which would otherwise have been deducted from the employee's paycheck including, but not limited to, organizational dues, credit union payments, charitable contributions, tax-sheltered annuities, or insurance premium payments. No suspension shall exceed five (5) working days in duration and no suspension period shall last or be carried over from one school year to the next.

Discipline for any current action or infraction shall not be pyramided on account of prior actions or infractions which occurred more than six (6) months previously; provided however that nothing herein is interpreted or applied to limit the District's right to take prior disciplinary action into account when determining appropriate discipline for current conduct.

No employee shall receive more than one (1) penalty for any single action or -infraction.

If, after having been disciplined, an employee serves the District for six (6) months without the need for further disciplinary action, he/she and the Association shall be given a follow-up notice to that effect, which shall also be attached to any original notice that may have been placed in his/her personnel file.

No records of suspension shall be maintained by the District for longer than thirty-six (36) months.

All information and proceedings regarding any of the actions or proposed actions within this Article shall be kept confidential by both parties in so far as possible.

For purposes of this Article discipline shall not be defined to include suspension and/or termination pursuant to the California Education Code. The principle of one penalty per infraction shall not

apply to conduct documented for purposes of a statutory notice of unsatisfactory or unprofessional conduct.

The parties accept the principle of progressive discipline where applicable.

## **ARTICLE 33**

### **COMPLAINTS**

The District reserves the right to investigate complaints of any nature brought to the attention of the District. Such complaints shall be investigated as expeditiously as possible and any affected unit member shall be apprised of the nature of the complaint to the extent such disclosure is practical and does not unduly impair any ongoing investigation. Any complaint that is received that is anonymously transmitted and received by the District where the identity of the sender cannot be verified will be evaluated on a case-by-case basis. Complaints that involve the health, safety or wellbeing of the staff and students cannot be disregarded.

Unit members shall have the right to a representative in any meeting where the unit member may be subjected to discipline. In no instance shall the District be prevented from placing a unit member on leave or exercising other rights afforded by policy, district regulation, law or practice of the District. Any disciplinary action shall follow applicable law, board policies and existing contract language.

The District shall communicate a summary of the results of the investigation to the unit member to the extent such disclosure is practical, does not unduly impair any ongoing investigation, or is not prohibited by law.

This procedure shall not be interpreted to limit the right of a member of the public, employee, parent or student from utilizing District complaint procedures including, but not limited to, the Uniform Complaint Procedure or the Williams Complaint Procedure.

Complaints brought or investigated under this procedure shall not be subject to the grievance procedure.

To promote prompt and fair resolution of the complaint, the following procedures shall govern the resolution of complaints against District employees:

1. Every effort shall be made to resolve a complaint at the earliest possible stage. Whenever possible, the complainant should communicate directly to the employee in order to resolve concerns.
2. If a complainant is unable or unwilling to resolve the complaint directly with the employee, s/he may submit an oral or written complaint to the employee's immediate supervisor or the Principal.
3. All complaints related to District personnel other than administrators shall be submitted in writing to the principal or immediate supervisor. If the complainant is unable to prepare the complaint in writing, administrative staff shall help him/her to do so.

4. Any complaint of child abuse or alleged neglect against any unit member shall be reported to the appropriate local agencies in accordance with law, Board policy and administrative regulations.
5. When a written complaint is received, the employee shall be notified of the nature of the complaint within five (5) working days. However, per Board policy, the identity of the complainant may be kept confidential due to the nature of the complaint.
6. A written complaint shall include:
  - (a) The employee's name;
  - (b) A brief but specific summary of the complaint and the facts surrounding it; and
  - (c) A specific description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter.
7. If the District determines that disciplinary action is warranted from the investigation of the complaint it shall be done in accordance with Article 32, Discipline.
8. Staff responsible for investigating complaints shall attempt to resolve the complaint within 30 days.
9. The District retains the right to pursue other legal procedures where independent investigation proves the complaint has merit.

**Representation:**

Unit members are entitled, upon request, to representation during any meetings/conferences conducted under these provisions. Administrators shall make a good faith effort to remind unit members of their right to representation, but failure to do so shall not be considered prejudicial to the District.

**Unit Member Response:**

Unit members shall be entitled to respond in writing to any complaints lodged under this procedure and to have such a response attached to any written material relating to complaints hereunder.

## **ARTICLE 34**

### **PROBATIONARY TEACHERS**

In the event the District determines to terminate a first or second year probationary employee for unsatisfactory performance or for cause as defined in Education Code section 44932 or by other applicable law the following procedures shall apply:

1. There shall be thirty (30) calendar days' prior notice of dismissal;
2. The notice shall include the reason for the dismissal and notification of an opportunity to appeal;
3. Failure of the employee to request a hearing in writing within fifteen (15) days of receiving such notice shall constitute a waiver of the right to a hearing;
4. The hearing, if any, shall be before the Board of Education in closed session unless the employee requests an open session;
5. The Board's decision shall be final and binding.

In the event the District determines in its sole judgment and discretion not to reelect a first or second year probationary teacher for reemployment in the next succeeding year such action is not subject to the provisions of this Article 33.

The operation and impact of this entire Article is specifically excluded from the Grievance/Arbitration provisions of this agreement.

## **ARTICLE 35**

### **TERM OF AGREEMENT**

Except where otherwise specifically provided this Agreement is effective July 1, 2024 and shall remain in full force and effect up to and including June 30, 2025.



**ARTICLE 36**  
**CONSULTATION PROCEDURES**

The Association and the District acknowledge that the Education Employees Relations Act (EERA) provides the exclusive representative of certificated employees the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks. For the purpose of this article, “consultation” involves the free exchange of information, opinions, informational proposals, and recommendations in an effort to incorporate such recommendations into the resulting policy or plan. In an effort to maximize performance and optimize the educational environment for students, the parties shall make every effort to work collaboratively in a timely manner.

The parties agree that the following procedures shall be used:

1. The parties shall jointly meet in an effort to consult regarding the following topics:
  - a. Educational objectives
  - b. Determination of the content of courses and curriculum
  - c. Selection of textbooks
2. Meetings may be attended by the Association President and/or designee(s) and the Superintendent and/or designee(s).
  - a. Attendees shall be mutually identified prior to the date of each meeting.
  - b. Both parties shall decide meeting dates, times, and approximate duration of meeting. Topics to be discussed can be proposed by either party.
  - c. All meetings shall take place at the conclusion of the instructional day. Attendance at these meetings shall not be subject to additional compensation.
3. The District shall request, from the Association President, representative(s) from the Association to District-wide committees for the purpose of consultation as defined above. District-wide committees are subject to change due to State and Federal educational reforms.

**Appendix A**  
**El Monte Union High School District**  
**Teacher Assistance/Improvement Plan**

Area of Improvement Needed	Resources Provided By The District	What measurable evidence is required of the teacher to prove their sufficient improvement for achieving a satisfactory evaluation? How will it be measured?	Date Reviewed	Date Accomplished