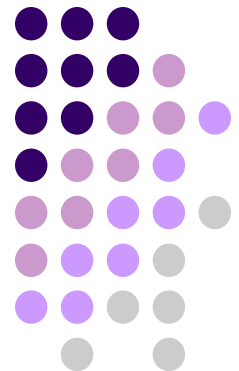


Metropolitan Education District

Silicon Valley Career Technical Education



# CTA CONTRACT

**Central County Occupational Agency  
Teachers Association (CCOATA)**

## **Term of the Agreement**

**July 1, 2014 through June 30, 2017**

**Approved by Governing Board 6/11/2014**

**CTA CONTRACT**  
**Central County Occupational Agency Teachers Association  
and Metropolitan Education District**

**July 1, 2014 – June 30, 2017**

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**ARTICLE 1000**  
**AGREEMENT**

This Agreement is between the Governing Board of the Metropolitan Education District, hereinafter referred to as the "District," and the Central County Occupational District Teachers Association, an affiliate of the California Teachers Association and the National Education Association, hereinafter referred to as the "Association."

**ARTICLE 2000**  
**RECOGNITION**

2100 The District recognizes the Association as the sole and exclusive bargaining agent for all contracted, certificated career technical education teachers who are teaching career technical education subject classes requiring a credential as required by the State Plan for Career Preparation and/or the California Teacher Commission (CTC) and who meet all of the following criteria:

2110 The teacher must teach a career technical education class intended: (1) for high school students to attend; and (2) for which high school students are eligible to earn high school credit.

2120 The teacher is teaching a career technical education class wherein the instruction commences during the regular school year (generally, beginning in August and ending in June) established annually by the District. If the District adopts a school year other than that mentioned in the preceding sentence, such school year shall be covered by this Agreement.

2200 Specifically excluded are confidential, management, supervisory and classified employees as well as employees represented by the California Federation of Teachers and substitutes.

2300 New classifications established during the term of this Agreement shall be reviewed with the Association as to their inclusion or exclusion to the bargaining unit. The Public Employment Relations Board will be requested, consistent with its regulations and statutory requirements, to make a final determination in case the parties cannot agree upon placement of the classification.

2400 The Association and the District agree that the District may contract for those teaching services with private schools, satellite participating school district programs and other entities.

**ARTICLE 3000**  
**TERM OF AGREEMENT**

3100 The Agreement shall be effective from July 1, 2014, and shall continue in effect to

and including June 30, 2017, with annual reopeners on compensation, fringe benefits, and two Articles of each party's choice

- 3200 During the term of this Agreement, the Association agrees that the District shall not be obligated to meet and negotiate with regard to any subject or matter whether or not referred to or covered in this Agreement, except as otherwise specified herein.
- 3300 At the request of either party, subjects that are determined to be negotiable by statutory enactment or final court decision and which are not subjects previously negotiated shall be reopened for negotiations.

**ARTICLE 4000**  
**JUST CAUSE**

- 4100 A unit member may not be disciplined except for just cause.
- 4200 The term "discipline" as used in this Article, specifically does not include directives or the implementation of other Articles of this Agreement that shall not be used for disciplinary purposes. "Discipline" may include a suspension without pay for a specific period not to exceed fifteen (15) workdays; however, such suspension shall not reduce or deprive the unit member of seniority or any fringe benefits and no suspension period shall be carried over from one school year to the next.
- 4300 The District shall notify the Association concurrently with the notification to the unit member of any disciplinary action involving suspension without pay. Such notice shall include:
- 4310 A copy of this Article including the provision that provides for a resolution of any dispute through the grievance procedure.
  - 4320 The proposed disciplinary action.
  - 4330 A statement of the act(s) or infraction(s) upon which the disciplinary action is based.
  - 4340 Where applicable, a statement of the rules, regulations or statutes that the bargaining unit member is alleged to have violated.
- 4400 Information or proceedings regarding actual or proposed disciplinary action shall be kept as confidential as possible.
- 4500 Any disputes concerning the applications of this Article are subject to the provisions of Article 6000, Grievance Procedure.
- 4600 If a unit member reasonably believes that an administratively initiated meeting may lead to disciplinary action, he or she may request the attendance of an Association

representative.

**ARTICLE 5000**  
**ASSOCIATION RIGHTS**

**5100 Use of Facilities**

5110 The District authorizes the Association to use the District facilities and buildings at times that do not interfere with the instructional programs, provided the Association submits the appropriate request (Facility Use Form) to the immediate supervisor of the facility or building. In emergencies, the District may authorize the Association to use the District's facilities and buildings during normal working hours as long as the Association declares the use of such facilities and buildings constitute an emergency and as long as the use of such buildings and facilities does not interfere with the instructional programs.

5120 The immediate supervisor of the facility or building may grant the Association use of District equipment as long as such use is in accordance with the appropriate procedures provided for in the Facility Use Form and provided the use of such equipment does not interfere with the normal student instruction or work production of the District. The Association shall pay for the cost of all materials and supplies incident to each use.

5130 The Association agrees to leave facilities, buildings and/or equipment used in a clean, orderly, and operable condition.

**5200 Access to Work Locations**

5210 Association business shall not be conducted during times when an employee has classroom responsibilities.

5220 The District shall grant Association representatives access to unit member work locations to conduct Association business, provided that such access does not interfere with the instructional program and provided further that notice is given in writing to the immediate supervisor of the work location. The Association representatives shall not interfere with the individual right of a unit member to refrain from listening to or speaking with an Association representative.

**5300 Use of School Bulletin Boards and School Mail Delivery Service**

5310 The Association shall be entitled to the use of inter-school delivery service including unit members regarding matters that involve the Association. The Association shall also be entitled to post notices of

Association concern on designated bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members.

- 5320 All postings for bulletin boards or items for school mailboxes and/or folders shall be dated and contain identification of the Association. A copy of such postings or distributions shall be delivered through the inter-school delivery service to the Superintendent or designee at the time of posting or distribution. The Association shall provide the District with a list of designated individuals who may use the bulletin boards, inter-school delivery service, mailboxes, and folders on behalf of the Association. The District shall provide the Association with a list of District designees authorized to accept said materials for posting and/or distribution.

The Association will not use the inter-school delivery service in violation of Education Code section 7054.

- 5330 The Association agrees not to post or to distribute information that is knowingly derogatory or defamatory of the District or its personnel. Any material that is deemed by the District to be derogatory or defamatory may immediately be removed from the bulletin board by the District designee, provided that notice is given simultaneously to the Association. The District and the Association shall meet to discuss any challenged material and agree on remediation procedures. If the parties fail to agree on the appropriateness of the material in question, the question of re-posting matter shall be submitted to Step 3 of the Grievance Procedure contained in Article 6000.

5400 **Association Leave**

- 5410 Unit members who are or shall become during the life of the contract elected officers of the State or National Education Association shall upon application to the Superintendent be granted full or partial leave of absence without pay, for not less than one (1) semester nor more than four (4) years. The Association shall be limited to one such leave of absence at a time. The unit member who is granted a partial leave shall receive credit toward salary increments provided the unit member is on paid District status 75 percent of the number of days of the teacher work year. Full leave status unit members shall not receive incremental credit. The Association shall reimburse the District the total cost of the unit member's compensation in accordance with Education Code section 44987.

- 5420 The Association shall have the right to have its officially appointed representatives released for up to two (2) days per month (a maximum of



twenty (20) days per school year) for attendance at organizationally sponsored workshops and state council meetings.

5430 Representatives shall suffer no loss of salary, benefits or status upon being released.

5440 The Association shall reimburse the District the cost of a day-to-day substitute provided that a substitute is necessary to cover the classes of the released representative.

5450 Notice of intention to take a release day will be given to the immediate supervisor ten (10) workdays prior to the date of the release day.

5500 **Unit Members Lists**

The Association may obtain the names and addresses of unit members provided a fee limited to the costs of producing the lists is paid by the Association. The Association agrees that such information will be treated in a confidential manner.

5600 The District agrees, upon request, to divulge relevant, non-confidential information, to the exclusive representative, as required to fulfill the representative's role.

5700 The Association and the site principal agree to communicate the need for Association and/or District meetings. A previously scheduled meeting by either party may not be pre-empted by a meeting of the other party.

5800 Association and the District shall not lawfully discriminate against any unit member.

**ARTICLE 6000**  
**GRIEVANCE PROCEDURE**

6100 It is the intent of the District and the Association to resolve grievances at the earliest possible stage.

6110 Settlement at the informal stage of the grievance procedure shall bind the immediate parties to the settlement and shall not be precedent in later grievances. Settlement at any other step shall not be a precedent in later grievances unless the Association is the grievant's representative.

6120 A "grievance" is defined as an alleged violation of one or more specific provisions of this Agreement.

6130 A "grievant" is defined as a unit member, group of unit members, or the Association.

6140 A "workday" is defined as one in which the unit member is scheduled to work.

6200 **General Provisions**

- 6210 A unit member or group of unit members may submit grievances that affect them personally and shall submit such grievances to the Principal unless the grievance is in response to a decision of a higher authority. In that event, the grievance shall be submitted to the Superintendent or his/her designee. If a group of unit members files the grievance, it may be signed by only one of the group if the other individuals so affected are identified, if known.
- 6211 The Association may submit any grievance that involves a group or class of unit members provided the specific unit members, if known, are identified. If limited in effect to one division, the grievance shall be submitted to the Principal; otherwise, it shall be submitted directly to the Superintendent.
- 6220 A grievant may be accompanied and/or represented at any level of this procedure by a representative of his/her choice.
- 6221 Any unit member may present grievances to the District, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement, provided the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance, and the proposed solution, and has been given an opportunity to file a response.
- 6230 No later than thirty (30) workdays following the signing of this Agreement, the Association will designate in writing to the Superintendent one (1) unit member and one (1) alternate for each division who are to receive time off for Association representation. When necessary, subsequent changes can be made upon written notification to the Superintendent or his designee.
- 6231 Whenever time is needed for processing a grievance during the school day, the grievant and no more than one (1) person from the Association to represent the grievant, exclusively will be allotted such time with no loss in pay provided that:
- 6231.1 Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative informs the immediate supervisor in order that an adequate substitute may be obtained if necessary.

- 6231.2 Such time off shall be limited solely to representing a grievant. In addition, a maximum of one (1) workday or its equivalent per grievance may be utilized in gathering information, interviewing witnesses, or preparing a presentation if a written grievance is filed.
- 6232 Unit members testifying at arbitration hearings will be released with no loss in pay.
- 6240 Parties to the grievance shall have access to all relevant and non-confidential documents that may assist in the adjusting of the grievance.
- 6250 As far as consistent with applicable law, a confidential grievance file shall be maintained separately from a grievant's personnel record and shall include any records dealing with the processing of the grievance.
- 6260 If there is a failure to communicate the decision of a grievance at any step of this procedure within the specified time limits, the grievant may proceed to the next step of the procedure.
- 6270 Time limits may be extended or reduced by mutual written agreement of the parties.
- 6271 If a grievance cannot be processed through all the steps in the procedure by the end of the school year, the time limits noted will be mutually agreed to be reduced so that the procedure may be completed as soon as practicable.
- 6280 No decision or adjustment of a grievance shall be contrary to existing law or to any provision of this Agreement.
- 6290 A grievant may withdraw a grievance at any time with the understanding that no future grievance may be filed based upon the same alleged incident.
- 6300 **Grievance Procedure**
- 6310 **Step 1 - Informal**  
Within twenty (20) workdays after the grievant knew, or should have known, the events or conditions that led to the grievance, the grievant shall notify the site principal and Association president, in writing of an informal complaint and applicable article of the Agreement that may cause the filing of a formal grievance.

6311 If the matter is not resolved within seven (7) workdays from the date of the above notice (Section 6310), the grievant has an additional seven (7) workdays in which to notify the site principal with a copy to the Association president that a formal grievance is being initiated.

6312 The grievance shall then proceed to Step 2.

6320 **Step 2 - Formal**

Within five (5) workdays after the expiration of the time period referred to in Step 1 of this procedure, the grievance shall be submitted in writing to the site principal with a copy to the Association president.

6321 Each formal grievance shall be submitted to the site principal with a copy to the Association president on a form approved by the District and the Association. Information shall:

- (a) identify the grievant;
- (b) specify the article(s) of the Agreement that are alleged to have been violated or are in dispute;
- (c) indicate the time and place where the alleged event(s) or condition(s) giving rise to the grievance existed;
- (d) identify any other parties, documents, and witnesses then known to the grievant;
- (e) specify the relief sought;
- (f) include a general statement of the grievance; and
- (g) indicate date of submission.

6322 The District shall reply in writing within seven (7) workdays after receiving the written grievance.

6323 The District shall furnish one (1) copy of the response to the grievant and one (1) copy to the Association.

6324 If the grievant is not satisfied with the reply from the District, the grievant may appeal, within seven (7) workdays of receipt of the reply, to Step 3. The appeal shall be in writing and shall include a copy of the written grievance at Step 2, a copy of the written reply, and the date of appeal.

6330 **Step 3 - Superintendent**

The Superintendent or his/her designee may confer with the grievant with respect to the grievance.

6331 The Superintendent or his/her designee should reply in writing within ten (10) workdays after receipt of the appeal or date of conference, if held.

6332 One (1) copy of the reply shall be sent to the grievant and one (1) copy to the Association.

6340 **Step 4 - Arbitration**

If the grievance is not resolved satisfactorily at Step 3, the Association may within twenty (20) workdays give notice to the District of the Association's intent to arbitrate and request for a settlement conference. Such conference shall be held within ten (10) workdays of such notice and request unless mutually agreed otherwise. At such conference, parties will exchange positions in an attempt to resolve the grievance.

If the grievance is not resolved by such conference, the Association may within five (5) workdays after such conference (or date of a waiver of such conference) request a list of arbitrators from the State Mediation and Conciliation Service. A copy of such request shall be sent to the Superintendent on the same date.

6341 A decision by the Association to submit a grievance to arbitration shall preclude the Association from the filing other claims or charges in other forums until such time as the grievance procedure is exhausted provided, however, that the use of such other forums may be initiated if the failure to do so would preclude their use.

6342 The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator, and the arbitrator shall proceed under the Voluntary Labor Arbitration rules of the American Arbitration Association.

6343 If the District raises the question of arbitrability concerning the grievance, the arbitrator shall render a decision on said separate question prior to hearing the merits of the grievance.

6344 Any arbitration costs mutually accrued shall be shared equally by the Association and the District.

6345 Nothing in the foregoing shall be construed to empower the

arbitrator to make any decision amending, subtracting from, or adding to the provisions of this Agreement, or empower the arbitrator to render any decision or make any adjustment that is contrary to law.

- 6346 The decision of the arbitrator shall be binding. Upon request of either party, the decision of the arbitrator shall be in writing and will set forth his/her findings, reasonings, and conclusions of the issue(s) submitted.

**ARTICLE 7000**  
**ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS**

- 7100 Any employee who is a member of the Association or who has applied for membership may deliver to the District an assignment authorizing deduction of membership dues in the Association. Pursuant to this authorization, the District shall deduct one-tenth of such dues from the regular salary check of the teacher each month for ten (10) months. Monthly deductions for teachers who sign such authorization after the commencement of the school year shall be prorated to reflect the total annual dues.
- 7200 The District agrees to remit to the Association all monies deducted under Section 7100 of this Article accompanied by a list of employees for whom such deductions have been made and indicating any change in personnel from the list previously furnished.
- 7300 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) workdays or longer after such submission.
- 7400 Existing administrative procedures regarding other legally authorized voluntary deductions (e.g., annuities, credit unions, saving bonds, charitable donations, etc.) shall be continued. The Business Office will make available information regarding items that are available for payroll deductions. Such authorization may be invoked or revoked in writing by the employee at any time.
- 7500 Every unit member shall become a member of the Association or pay to the Association an agency fee.
- 7510 A unit member may authorize payroll deduction for agency fees in the same manner provided for in Section 7100 or make payment directly to the Association.
- 7520 If a unit member does not pay his/her dues or fee obligation by payroll deduction, then the entire annual amount will be due and owing within thirty (30) days of his/her date of hire, return from leave and/or first day of the school year.

7600 Religious Exemption - If a unit member belongs to a recognized religious organization that does not allow its members to pay a representation/service fee to any employee organization, the unit member will pay an amount equal to the service fee that would have been paid to the Association by the unit member to one of the following organizations of the unit member's choice: (1) SVCTE Scholarship Fund, (2) Martin Luther King, Jr. Memorial Scholarship Fund, (3) United Nations International Children's Emergency Fund (UNICEF), or (4) United Nations Peace Academy. If no such fund exists, the amount deducted will be deposited by the District with a recognized charitable organization designated by the unit member and approved by the Association and the District. Such organization shall be a nonreligious, non-labor organization exempt from taxation under Section 503(c)(3) of Title 26 of the Internal Revenue Code.

A unit member desiring to be exempt from joining the Association or paying the representational/agency fee shall file a claim of exemption with the Association and a copy to the District.

Any unit member who is a member of a religious group whose beliefs prohibit joining an employee organization or paying a representation/agency fee to such an organization shall demonstrate such membership and beliefs to a neutral third party to be agreed upon by the Association and the District. The District shall not be responsible for any costs involving the neutral.

In the event the neutral denies the claim, the neutral shall notify the Association, the District and the unit member of such decision. If the unit member fails or refuses to join the Association or pay the representation/service fee by lump sum or arrange for its payment through payroll deduction within thirty (30) days after such decisions, the Association may initiate action as required by the provisions of this Article.

7700 The District shall inform all new unit members of the bargaining unit of their obligation to, within thirty (30) days of initial employment, either join the Association or pay an agency fee to the Association under the terms of this Article. Failure of the District to so inform new unit members shall not be a defense for any employee who fails to comply with this provision.

7800 The District shall notify the Association in writing of all newly employed members of the bargaining unit in accordance with the established procedures at the time such members accept the offer of employment.

7900 The Association agrees to pay to the District all legal fees and legal costs incurred by the District in the dismissal of any unit member pursuant to the District fee provisions of this Agreement.

The Association agrees to pay to the District 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

District fee provision of this Agreement or its implementation.

The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in this Section shall or shall not be compromised, resisted, defended, tried or appealed.

**ARTICLE 8000**  
**TEACHER ORIENTATION**

- 8100 Newly employed members of the bargaining unit shall not be required to attend more than three (3) days of orientation prior to the official beginning date of the regular teacher work year. Newly employed members of the bargaining unit will be paid \$150 per day for up to three days.
- 8200 Current unit members who are new to a District site shall be offered the opportunity to attend one of the new employees' orientation days. No additional salary shall be paid by the District.

**ARTICLE 9000**  
**PROFESSIONAL WORKDAYS/HOURS/ASSIGNED DUTIES**

- 9100 The parties recognize the principle of an eight (8) hour workday and forty (40) hour work week for full-time unit members during the regular school year. The workday and work week for part-time unit members is prorated based upon the unit member's full-time equivalency ("FTE") status.

The professional workday includes up to six hours of instructional time; teacher-directed planning time, i.e. the time necessary to plan, prepare, and evaluate the instructional activities of one's assigned students; and other related professional responsibilities.

For unit members who have students placed on an internship, the unit member shall submit for approval to the Director or his/her designee an internship visitation calendar. The unit member shall submit modifications/updates to the calendar, as necessary, to the Director or his/her designee for approval.

- 9110 In addition to regular instructional student contact time:
- 9110.1 Full-time teachers shall have three hundred (300) minutes per week, generally spent on-site, for teacher-directed planning time.
  - 9110.2 Part-time unit members shall be required to provide a prorated amount of teacher-directed planning time, generally spent on-site, as it bears to the unit member's FTE status. For example, a 0.5 FTE unit member shall be required to provide 150



minutes per week of teacher directed planning time.

9110.3 The teacher directed planning time may include the following:

9110.3.1 Tutoring and advising one's assigned students;

9110.3.2 Conferences with parents/guardians of one's assigned students;

9110.3.3 Faculty requested in-service training;

9110.3.4 Faculty initiated curriculum development;

9110.3.5 Classroom preparation and evaluation of one's assigned students;

9110.3.6 Team planning for one's assigned students;

9110.3.7 Record keeping for one's assigned students;

9110.3.8 Attendance at administratively scheduled meetings (e.g., individual meetings between unit members and administrators, department meetings); and

9110.3.9 Internship placement activities.

9110.4 Unit members will notify the Director or his/her designee when they are off-site during the time between regularly scheduled class sessions.

9110.5 Unit Members will assist the coordinating Administrator and facilitate one advisory committee meeting per school year. The committee meeting may occur during or outside of the regularly scheduled school day. The unit member will work with the coordinating Administrator to determine when the meeting will occur.

9110.6 Faculty Meetings

9110.6.1 The District may schedule nine (9) faculty meetings to take place during the time between regularly scheduled classes.

9110.6.2 The District may schedule up to an additional four (4) faculty meetings to take place during the time between regularly scheduled classes per school year. The District will not schedule more than two faculty meetings per semester under this Paragraph.

9110.6.3 The scheduled faculty meetings will not last more than 60 minutes, unless otherwise agreed to by the District and the Union.

9110.6.4 Except in months where the District schedules a

faculty meeting under Section 9110.6.2, the District will not schedule more than one faculty meeting per month.

- 9120 Unit members will report for duty in their classroom fifteen (15) minutes prior to the beginning of a class and will remain on duty in the classroom fifteen (15) minutes after the class, unless required to leave the classroom for one of the purposes listed in Sections 9110.3.1, 9110.3.2, 9110.3.5 9110.3.6, 9110.3.7, 9110.3.8, or 9110.3.9.
- 9130 Unit members shall attend and participate in three District scheduled events per school year – e.g., open house, back to school, etc. – that take place after the regularly scheduled school day. The actual attendance time at the three events shall not exceed seven hours per school year.
- 9140 The District may modify up to nine (9) days per school year, approximately one (1) per month, to allow for District scheduled meetings. The District will modify the day so that full-time unit members are not required to teach either their morning or afternoon class and part-time time teachers, as applicable will not be teaching their assigned class. On the modified days, the District may schedule the meeting to last up to three and a half hours (3 1/2).
- 9150 The work year for a unit member is 184 days. Within the work year, there are 178 instructional days, 2 teacher contract days, and, excluding the in-service days set forth in Article 20000, 4 in-service/staff development days as scheduled by the District.
- 9160 Unless otherwise agreed to in writing between the unit member and Director or his/her designee, part-time unit members shall be required to attend all District faculty meetings set forth in Section 9110.5 as well as all modified days in Section 9140. Part-time unit members will have their base FTE status increased by 0.05 FTE to compensate them for their attendance at such meetings, e.g., if a part-time unit member's base FTE status is 0.5 FTE, that status will be increased to 0.55 FTE.
- 9200 Unit members shall not be required to cover for other teachers except in cases of emergencies.
- 9300 **Assignments**
- 9310 Assignments for staffing are the responsibility of the Superintendent or his/her designee.
- 9311 Assignment Letters

9311.1 Assignment letters will be issued to all unit members. Assignments are subject to change due to budget considerations, provisions of this contract, program needs, or legal mandates.

9311.2 The District will make reasonable efforts to mail or deliver assignment letters for each semester at least 30 days prior to the first student instructional day of the respective semester. .

9312 Split Assignments

9312.1 Unit members shall not receive split assignment unless the unit member agrees. A split assignment is defined as an assignment at more than one site or one in which more than three (3) hours exist between scheduled work times.

9312.2 Should a split assignment occur, the unit member shall be compensated for mileage for one (1) round trip per day between each site, or between home and site if the split assignment is at the same site, provided the unit member returns to home between assignments.

9400 **Recruitment of Students**

The District and the Association shall cooperatively establish procedures for the purpose of recruiting students. Unit members are permitted and encouraged, through coordination with administration, to visit the classes and applicable high school student recruitment activities of the participating districts to promote their particular career technical areas and classes.

9500 **Instructional Materials**

Materials developed by unit members during their assigned work days and/or printed at the expense of the District are properties of the District and shall remain with the District.

**ARTICLE 10000**  
**CO-CURRICULAR/EXTRA CURRICULAR ACTIVITIES**

10100 The District agrees to continue its policy of support for certain co-curricular/extracurricular activities.

10110 The District may approve upon prior request (and concurrence of the Director) reasonable amounts for conference and travel expense.

10120 The District further agrees to grant reasonable amounts of released time when requests are submitted to the Silicon Valley Career Technical

Education (SVCTE) Director and he or she approves the request as a valuable educational activity.

**10200 Club Coordinator/Advisors**

One unit member shall act as the Club Coordinator for all of the clubs established by the District, including, but not be limited to: SkillsUSA, Future Business Leaders of America (FBLA) and Distributive Education Clubs of America (DECA). In addition, upon District approval, unit members may act as advisors to District established clubs consistent with the club's by-laws and District eligibility requirements.

10210 If more than one teacher is involved as an advisor for District established clubs, a Club Coordinator will be selected by those teachers.

10220 A minimum of three classes must participate in a District established club, but no specific number of students from each class is required to maintain a District established club .

10230 There will be no more than one Club Coordinator paid by the District pursuant to this Agreement in any given year.

10240 Stipends

10240.1 A stipend of \$2,500 per year will be paid to the Club Coordinator after the club(s) are formed and a minimum of sixteen (16) students have registered and are actively participating in the club(s). The stipend will be paid by separate check on or before April 1 of the school year to the teacher who acts as Club Coordinator.

10240.2 A stipend of \$1,500 per year will be paid to one Club Advisor per club, including Student Council, after the club is formed and a minimum of ten (10) students have registered and are actively participating in the club. The stipend will be paid by separate check on or before April 1 of the school year to the Club Advisor.

10240.3 A unit member is not eligible to be both the Club Advisor and Club Coordinator and is not eligible to receive both stipends.

10250 The duties of the Club Coordinator shall be as follows:

10250.1 enroll students;

10250.2 conduct fund-raising activities;

10250.3 schedule club meetings on a regular basis throughout the year;

10250.4 coordinate advisor activities;

- 10250.5 coordinate regional, state and national club activities;
  - 10250.6 obtain pre-approval of expenses to be incurred by the Club Coordinator and approved advisors while performing club related duties or participating in club activities;
  - 10250.7 coordinate student activities;
  - 10250.8 adhere to applicable policies, regulations, and laws in the supervision of students; and
  - 10250.9 adhere to applicable policies, regulations, audit guidelines, and laws with respect to the supervision of, and handling of, club related funds.
- 10260 The duties of the Club Advisor shall be as follows:
- 10260.1 Drafting and developing site club by-laws and constitutions,
  - 10260.2 scheduling, holding, and attending club meetings,
  - 10260.3 developing agendas for club activities;
  - 10260.4 developing and overseeing club activities;
  - 10260.5 taking students to competitions,
  - 10260.6 overseeing and planning fund raising;
  - 10260.7 adhere to applicable policies, regulations, and laws in the supervision of students; and
  - 10260.8 adhere to applicable policies, regulations, audit guidelines, and laws with respect to the supervision of, and handling of, club related funds.
- 10270 The responsibility of the District shall be as follows:
- 10270.1 appropriately support student club administrative activities by assisting with clerical, scheduling and fund raising;
  - 10270.2 pay the pre-approved expenses incurred by the Club Coordinator and advisors while performing club-related duties or participating in club activities;
  - 10270.3 make funds available from student funds and donations raised by the clubs; and
  - 10270.4 provide assistance with supervision, as needed.

**ARTICLE 11000**  
**LEAVES OF ABSENCES**

**11100 Paid Leaves**

- 11110 **Absence from Duties Due to Illness, Accident or Quarantine**  
Each unit member will be allowed ten (10) days of absence due to accident, or illness, or quarantine each year, and any days not used will be accumulated by the unit member for use if necessary during the succeeding year. After all earned sick leave days at full pay have been used and additional absence due to illness or accident is necessary, the

unit member shall not be provided more than one five-month period per illness or accident during which the employee shall receive differential/extended sick leave pay consistent with Education Code section 44977. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. The administration may require physician's certification or other proof of illness before allowing payment for days of absence due to illness, accident or quarantine. Unit members who need an accounting of sick leave days may obtain this information upon request to the Human Resources Department.

11120 **Pregnancy or Recovery from Pregnancy**

Disability caused by pregnancy, miscarriage, childbirth, and recovery there from shall be treated as any disability. Therefore, accumulated sick leave may be utilized by a unit member absent due to pregnancy and/or recovery from pregnancy when a statement from an individual's physician indicates that the unit member is unable to work.

11130 **Personal Necessity**

(a) A maximum of seven (7) days of accumulated sick leave may be used in any one school year for Personal Necessity/Compelling Personal Importance leave, upon approval of the Superintendent.

(b) Each unit member desiring to use leave as permitted in this Section must, prior to taking the leave, complete and submit the District's Certificated Employee Leave Form. When emergency circumstances occur, the employee has five (5) workdays after returning to complete the leave form. The specific nature of the Personal Necessity/Compelling Personal Importance must be presented to the Superintendent or his/her designee orally.

(c) Personal necessity leave shall be limited to circumstances that are serious and unavoidable in nature resulting from an unforeseen combination of circumstances that call for immediate action by a bargaining unit member. The following shall constitute personal necessity that may warrant leave under this Section:

11131 Illness of a member of the unit member's immediate family, as defined in Section 11140 – Bereavement Leave. Absences for illness in the immediate family may be extended up to five (5) workdays by the Superintendent or his/her designee in cases of prolonged serious family illness.

- 11132 Accident involving the unit member or the unit member's property or the person or property of a member of the immediate family.
- 11133 Imminent danger to the home of a unit member occasioned by a factor such as flood or fire, which under the circumstances, the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service.
- 11134 Travel Hazard Leave/Trip. Unit members unable to return from a trip due to impossible travel conditions, unless the trip was assigned as school business, will have the absence deducted from Personal Necessity Leave. Travel hazards shall be defined as travel conditions that prevent the unit member from reporting to work and which conditions have been recognized by the appropriate federal, state or county official as a travel hazard preventing passage.
- 11135 Specific Miscellaneous Reasons For Personal Necessity. Up to three (3) days of the seven (7) days per year for personal necessity leave may be utilized at the discretion of the unit member and upon approval of the Superintendent and/or his/her designee for the following reasons: (1) religious holidays, (2) graduation exercises, (3) appearance in court as a litigant, (4) delivering or retrieving a spouse from the hospital and (5) adoption proceedings.
- 11136 Up to five (5) days of the seven (7) days per year for personal necessity leave may be granted to a unit member with the permission of the Superintendent or his/her designee to attend funeral services for members of the employee's spouse's family. An additional two (2) days for travel of more than two hundred fifty (250) miles shall be granted. Members of the spouse's/domestic partner's family covered in this section include son-in-law, daughter-in-law, brother and sister.
- 11137 One (1) day of personal necessity leave of the

seven (7) days permitted under this Article may be granted to unit members with the permission of the Superintendent or his/her designee to attend funeral services for a person not described above.

11138 Five (5) days of personal necessity leave of the seven (7) days permitted under this Article may be utilized at the discretion of the unit member subject to the following conditions:

- (1) A request to utilize such personal time off must be made in advance with the approval of the Superintendent and/or designee.
- (2) No more than three (3) unit members may utilize such personal necessity leave on any given day.
- (3) The District will retain the right not to grant the time off if it would negatively affect the ability to secure substitutes.
- (4) A discretionary day of personal necessity leave cannot be used to support or participate in concerted activities of this or any other bargaining unit.
- (5) The District will review utilization of such personal necessity leave and review the information with the bargaining unit representatives.

11140 **Bereavement**

11141 **Bereavement – Immediate Family**

A unit member is granted up to five (5) days for each death in the immediate family. No deduction in salary shall be made for such absence. Immediate family for this Section is defined to include the EMPLOYEE'S: spouse, son, daughter, grandchild, mother, father, brother, sister, domestic partner or any relative currently living in employee's household

11142 **Bereavement – Extended Immediate Family**

A unit member is granted up to three (3) days to attend services for each death in the extended immediate family. A



unit member is granted up to five (5) days if traveling beyond 250 miles or out of state. The unit member must attend the services to be granted bereavement leave. No deduction in salary shall be made for absence. Extended Immediate Family for this Section is defined to include: EMPLOYEE'S: grandmother, grandfather, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepparent or stepchild; and SPOUSE'S/DOMESTIC PARTNER'S: mother, father, grandmother, grandfather, son, daughter, stepparent, stepchild or grandchild.

11150 **Jury Duty**

District employees may be absent from duty to serve on a jury or to appear as a court witness (private business excluded) without loss of pay. Any amount paid for services on a jury or as a witness will be deducted from the employee's salary, only when the unit member, at the request of the District, has provided proof that he or she has actually received such payment.

11160 **Industrial Accident and Illness**

Regularly employed unit members shall be eligible for an industrial accident leave because of occupational injury or illness.

The number of days of leave allowed for one accident, or the total number of days of leave allowed for one accident, or the total number of days allowed in one fiscal year for one accident, shall not normally exceed sixty (60) school days. (The District may grant up to a maximum of thirty (30) additional days of sick leave if approved by the Superintendent. The District may request its physician to verify the need for the extended days of sick leave under this Section.) During this period of absence, the unit member shall receive that portion of the monthly salary that, when added to the temporary disability compensation, will not exceed the regular monthly salary. Before salary payments can be made to an absent employee under provisions of the policy; the required Employer's Report of Industrial Injury must be on file with the Business Office. When entitlement to an industrial accident leave has been exhausted, all sick leave benefits accrued as a District unit member shall commence. For payroll purposes, the sick leave shall begin on the first workday following the termination of the industrial accident leave. If the unit member continued to receive workers' compensation while on sick leave, he or she may elect to take that portion of his/her accumulated sick leave that, when added to the temporary disability compensation, will not exceed his/her regular monthly salary. During all paid leaves of absence as described, the District shall deduct all money directly received by the unit member under the Worker's Compensation law from the unit member's salary.

The District shall in turn issue the adjusted salary warrant to the unit member. The unit member shall secure an unqualified medical release before being permitted to return to work. Allowable leave of absence, as described in this section, shall not be accumulated from one year to another.

11170 **Military Leave**

Unit members who are members of any reserve corps of the Armed Forces of the United States or the National Guard or who are inducted, enlist, or are otherwise ordered to active military duty, shall be granted such leave and military leave pay as provided in the Military and Veterans' Code. Any military training or leave initiated by the employee should be scheduled at the convenience of the District.

Any amount of military pay received during this leave shall be deducted from the unit member's pay if the District is required to grant a military absence with pay.

11200 **Leaves of Absence Without Pay**

11210 Any unit member, upon the recommendation of the Superintendent, may be granted a leave of absence without compensation for (1) educational improvement, (2) exchange teaching, (3) foreign service in government sponsored projects, (4) peace corps assignment, (5) health purposes, or (6) return to subject matter field. Such leaves, if granted, will be for not more than a year (or normally less than a semester) and shall be concurrent with the school year and calendar. Such leaves may be extended upon application and agreement by the District. Unit members on leave will be obligated to keep the District notified of their current address and telephone number.

11220 Temporary unit members returning from this leave are assured employment with the District as an assigned teacher provided that he or she holds the appropriate credential and a class is available for them to teach unless they have been notified pursuant to Article 22000 (Employment Status/Layoff) while on leave.

11300 **Authorized Voluntary Absences**

11310 Voluntary absence for reasons not covered in this Agreement may be granted by the Superintendent or his/her designee. Prior approval for a leave under this article is mandatory. There must be reasonable assurance that a voluntary leave under this Section is not detrimental to the instructional program including that the substitute teacher retained possesses a credential in the subject of the teacher being replaced. The

unit member's daily rate of pay shall be charged against the annual salary for all voluntary absences. If the voluntary leave is for greater than ten (10) workdays, the unit member shall be responsible for paying his/her benefits following the 10th workday of such leave.

11320 Upon request, leave rejection under this Section shall be accompanied by a written rationale for the decision made.

11330 **Child Care Leave**

A unit member shall be entitled, upon written request to the Superintendent or his/her designee, to leave to commence upon the birth or adoption of a child or upon termination of the utilization of the benefits granted under the Rules and Regulations for Pregnancy or Recovery from Pregnancy if applicable (see Section 11120) for a period of one (1) year. Beyond the first year in which the child is born or adopted, the unit member is eligible for leave the following school year.

11400 **Long Term Illness or Injury Fringe Benefit Coverage**

11410 Upon written request a unit member who has been employed by the District for five years and who suffers from a long term illness or injury will be granted additional District paid fringe benefit coverage for long term illness or injury subject to the following conditions:

11411 Long term illness or injury is defined to mean a medically determinable illness or injury that prevents an employee from performing his/her normal job duties and is expected to incapacitate an employee for an extended period of time.

11412 The unit member will not be eligible for additional fringe benefit coverage for long term illness or injury until he or she has exhausted all of his/her sick leave or other paid time off.

11413 The unit member will submit a doctor's certification describing the serious health condition, stating the diagnosis and the expected date of recovery and return to work. The doctor's certification will be submitted to the Superintendent and/or designee who will then determine if the unit member is eligible to receive additional fringe benefit coverage for long term illness or injury. The doctor's certification will remain confidential except as necessary to grant the additional fringe benefit coverage for long term illness or injury and unless the unit member's eligibility to receive additional fringe benefit coverage is at issue in an arbitration dispute or in litigation.

11414 Unit members granted additional District paid fringe benefit

coverage for long term illness or injury will continue to receive fully paid benefits under the then current benefit schedule from the expiration of his/her sick leave or other paid time off for a maximum period of up to twelve (12) months depending on the period of incapacitation due to the long term illness or injury. The twelve-month period shall include any entitlement to family care leave under the California Family Rights Act and the Family Medical Leave Act. Any unused balance of the twelve (12) months of fringe benefit coverage for the long term illness or injury can be used by the unit member under the conditions required for granting additional District paid fringe benefit coverage for long term illness or injury for any subsequent long term illness or injury that may occur. A unit member may again be considered for additional District paid fringe benefit coverage for long term illness or injury for up to twelve months after five (5) years from the expiration of any prior additional fringe benefit coverage for long term illness or injury granted pursuant to this Article.

- 11415 A unit member may at his/her option reimburse the District for fringe benefit premiums previously paid by the District under the provisions of this Section within six (6) months of return to work. Reimbursement will allow the unit member to retain the right to receive additional District paid fringe benefit coverage for long term illness or injury as described in this Section at District expense as if the coverage had not been utilized.

**ARTICLE 12000**  
**SUMMER SCHOOL AND SPECIAL PROGRAMS**

12100 When the District offers classes during the summer at SVCTE it will first advertise such available work to unit members before advertising the availability of such positions outside the unit.

12300 The unit members will be given preference over anyone else when qualifications are determined by the Superintendent or his/her designee to be essentially equivalent.

**ARTICLE 13000**  
**CLASS SIZE**

13100 **ROC Classes**

13110 The class load of each unit member shall meet the following criteria:

- 13111 By the end of the third week of the semester, maximum ROC day class enrollment shall not exceed 33, except by mutual

agreement of instructor, CTA representative and administration.

- 13112 If a teacher believes his/her class load is excessive, the Director or designee, upon teacher request, will convene a meeting of the teacher, a CTA representative, and two administrators to assess the situation and determine the maximum number of students for the class. This meeting will be convened with five (5) work days of the request. The decision will be final for the semester.
- 13113 No class load shall exceed the number that can be accommodated by the available workstations. The site administrator and the unit member will confer as to the number of workstations, but if they do not agree, the site administrator will make the determination.
- 13114 In determining class loads, consideration shall be given to previous class attrition, rate patterns, and it is understood that an overload may be necessary at the beginning of each semester to allow for attrition.

**ARTICLE 14000**  
**TEACHING CONDITIONS AND SAFETY**

- 14100 The District will furnish instructional and other necessary materials and equipment and such non-teaching employee services necessary to conduct the school. Unit members will make effective, economical and proper use of such materials and equipment. No adverse performance evaluations of unit members shall be made based on availability of storage space.
- 14200 Unit members shall not be responsible for custodial services. Custodial services include, but are not limited to, washing windows and floors.
- 14300 Whenever monies are collected by unit members, provisions will be made for the unit member to turn in the money as soon as possible. In no event shall unit members be required to retain those monies overnight.
- 14400 Administrators may require unit members to present their outline of planned instructional activities but shall not require unit members to submit regular weekly lesson plans. Exceptions to this are to be found in Article 16000, Evaluation. In no event shall this requirement be used by the Administrator in an unprofessional manner.
- 14500 The District shall endeavor to provide and maintain a safe place of employment. Unit members shall not be required to work under unsafe or hazardous conditions or

to perform tasks that endanger their health and safety. All unit members shall endeavor, in the course of performing the duties associated with their employment, to be alert to unsafe practices, equipment or conditions, and to report any such unsafe practices, equipment or conditions to their immediate supervisor. Unit members shall make reasonable effort to maintain safe working conditions.

14510 A method of communication between classroom and the school office in case of an emergency will be maintained.

14600 If it is necessary to close a school or schools due to an emergency condition, other than concerted activities by unit members, unit members shall suffer no loss in wages or benefits as a result.

14610 Unit members shall be permitted to leave the school immediately after students; provided, however, that unit members may be required to attend a District meeting on the nature of the emergency.

14700 The District will establish the sum of Three Hundred Seventy Five Dollars (\$375.00) as the maximum reimbursement for the loss, destruction or damage by arson, burglary or vandalism of personal property used in instruction in the schools of the District. Such instructional items shall be limited to those deemed necessary by the site administrator and the unit member for the enhancement of the educational program. Permission to use these personal items shall be in writing. These items are not normally supplied by the District and are useful for a determined length of time, but under no circumstances shall the time limit exceed ninety (90) days, unless mutually extended in writing by the unit member and the site administrator. Reimbursement shall be made only when approval for the instructional use of the personal property in the schools was given in writing before the property was brought to school and when the value (not to exceed \$375) was agreed upon by the unit member bringing the property and the school administrator or his/her designee at the time written approval for its use was given. Unit member's established negligence, however, will negate any claim whatsoever.

14800 Any assault upon a unit member by either students or adults shall be reported promptly to the respective school administrators. The report shall contain the unit member's name, the date and location of the assault, a description of the assault, and the name of the person making the assault, if known. The report shall be made known immediately to the police by the administrator. The District will reimburse unit members for the actual cash value or cost of repair to personal property (up to a maximum of \$250) damaged while acting in the scope of the unit member's duties as a result of violent student action or reaction.

14810 The District agrees to adopt a Student Behavior Policy and will confer with Association representatives concerning the development of the Policy.

14900 District security cameras and equipment will not be used to evaluate employee work performance. Security equipment and recordings may be used to document unlawful behavior or violations of District policies. Every effort will be made to avoid continuous video imaging of an employee work station. Audio recording will not be a function of the security camera system. Security records may be shared with appropriate law enforcement and public safety agencies as approved by District policy.

**ARTICLE 15000**  
**ASSIGNMENT AND TRANSFER OF PERSONNEL**

15100 The assignment and transfer of unit members shall be determined by the Superintendent.

15110 Transfers will be initiated and effected by the Superintendent and shall be based on the educational needs of the District and/or to promote satisfactory personnel relations as determined by the Superintendent. All unit members who are transferred shall be informed of this action by the Superintendent and/or his/her designee.

15120 Any unit member transferred shall be entitled to a conference with the Superintendent or his/her designee, as soon as possible, if the unit member so requests.

15200 **Relocation**

When a class is relocated, the unit member who has been teaching that class will continue to teach the class unless some other provision of this Article applies. If relocation occurs and it involves more than one unit member, the rights of the unit members will be determined according to the transfer provisions of this Article.

15300 **Requests for Transfer/Reassignment**

15310 Unit members may request a transfer from one location to another and/or reassignment by completing the appropriate form provided by the Human Resources Department not later than April 1 to be considered for the following school year. Requests shall be renewed each year. Such request will not be considered an application for a vacancy.

15320 The Site Administrator of the school to which the unit member is requesting a transfer or reassignment shall take into consideration the training, credentials, experience, competencies and personal characteristics of each potential transferee. Where practicable, the Site Administrator should seek the advice and counsel of the appropriate faculty personnel and/or Department in the selection of such persons. The primary criterion for consideration of a request for transfer or reassignment is whether it will result in the best educational program for

the school.

**15400 Transfers**

- 15410 When transfers to another site are necessary, qualified volunteers will be sought.
- 15411 In the event there are two or more qualified volunteers, the unit member with the longest service shall be transferred.
- 15412 In the event there are no qualified volunteers, the member with the least service shall be transferred.
- 15420 Length of District service in the subject area will determine the unit member to be transferred, unless the needs of the District or program provide a valid reason. If a reason other than length of District service is used, the reason(s) will be given upon request.
- 15421 If two or more unit members otherwise equally qualified have reasonable recent experience in a subject area, their District seniority will be used to determine the length of service.

15500 The District will endeavor not to again transfer a unit member for two (2) years.

**15600 Vacancy**

Bargaining unit vacancies will be filled according to applicable contract language and relevant Human Resources procedures.

**15700 Posting**

Between September 1 and June 30, positions declared vacant by the Human Resources Department will be posted at all sites having clerical personnel for a period of five (5) workdays. A copy of the posting will be sent to the Association.

- 15710 Any qualified unit members (including those on leave) will be interviewed for any announced vacancy for which they apply.
- 15720 Requests for interviews will be accepted during the five (5) day announcement period and interview times will be mutually agreed upon, as soon as reasonably possible.
- 15730 All interviewees will be notified promptly of their status.

**ARTICLE 16000**  
**CERTIFICATED EMPLOYEE EVALUATIONS**

The Site Administrator's objective when evaluating a unit member is to maintain or improve



the quality of education and to assist all unit members in improving their professional skills.

**16100 Evaluation Procedure**

16110 Each new unit member shall be evaluated by the administration, in writing, each year, as prescribed in Education Code sections 44662-44664. A written report will be provided after each formal observation.

16120 Unit members shall not be given unsatisfactory written final evaluations unless they have received a written interim evaluation indicating a need for improvement at least forty-five (45) days in advance of receiving the unsatisfactory written final evaluation.

16130 No later than the end of the sixth workweek of the school year in which evaluation is to take place, the evaluator and the unit member shall meet and determine the elements upon which evaluation is to be based. The objectives shall be developed by the evaluator and the unit member based on California Standards for the Teaching Profession including classroom management. Professional skills/competencies necessary to the total teaching process shall be evaluated when identified as a concern by the administrator or employee. Anomalies, such as class size, intellectual abilities of the learners, availability of support personnel, the learning environment provided, and other pertinent factors, will be considered by the evaluator in the final assessment of the teacher's performance.

Failure to reach agreement on the procedural aspects of the evaluation shall necessitate its submission to the Superintendent and an Association representative chosen by the unit member for review and determination. If the matter is not resolved, it shall be submitted to the grievance procedure, in Article 6000, for resolution.

16131 During the evaluation period, mitigating circumstances may arise which require modification of the evaluation parameter. The necessity for review of the evaluation criteria shall be determined by the unit member being evaluated and/or the evaluator and the determination of new evaluation elements shall be arrived at in accordance with Article 16000, Section 16150, with the waiver of time limitations.

16132 Each classroom evaluation shall be based upon at least one observation and shall be followed within seven (7) workdays by an evaluation conference in which the evaluator and the unit member shall review the observation and the substance of the evaluation. At least two (2) classroom observations lasting forty-five (45) minutes each, shall take place prior to any

- negative written comments being included in the summary Stull Evaluation.
- 16133 Observation of the unit member's performance on activities outside of the classroom is exempt from the forty-five (45) minute requirement.
- 16134 Any unit member who receives an unsatisfactory observation and/or evaluation shall be entitled to a subsequent observation, conference and written evaluation. The evaluator and unit member shall take affirmative action to correct any cited deficiencies. Such action shall include specific recommendations for improvements, and direct assistance in implementing such recommendations.
- 16135 Unit members may assist in the improvement of the professional skills of their peers, but shall not participate in the formal evaluation or observation of other unit members. Official evaluation forms shall only be signed by the evaluator and the unit member.
- 16136 The evaluator shall base his/her evaluation upon direct observation and upon information that can be substantiated to be factual.
- 16137 Detailed daily or weekly lesson plans may be required by the evaluator when it has been demonstrated that improvement in this area is needed and the lesson plan can assist in fulfilling this need.
- 16138 Detailed steps in the evaluation procedure are contained in a handbook titled, "A Certificated Personnel Handbook for Evaluation and Assessments," a copy of which is attached hereto as Appendix B. The parties agree to form a joint committee to update and revise that handbook as needed.

## 16200 **Personnel Files**

- 16210 Material in personnel files, which may serve as a basis for affecting the status of unit member employment, is to be made available for the inspection of the unit member involved, and with his/her permission, designated representatives.
- 16220 Items excluded from examination of the personnel file are:
- 16220.1 Items obtained prior to the employment of the person involved.

16220.2 Items prepared by identifiable examination and/or interview committee members.

16220.3 Items obtained in connection with a promotional and/or interview examination.

16230 Information of a derogatory nature, except material mentioned above, shall not be entered or filed unless and until, the unit member is given notice and an opportunity to review and fifteen (15) workdays to comment thereon.

**16300 Job Description**

During the term of this Agreement, if the District changes bargaining unit job description(s), the impact of such changes will be negotiated, if requested by the Association.

**16400 District Complaint Procedures**

16410 No disciplinary action, negative and/or unsatisfactory evaluation, shall be taken based upon information received from a complaint filed under the District's policy for complaints from the public unless the following procedure has been followed:

16411 The unit member will be advised of the existence and substance of the complaint within five (5) workdays of receipt of the complaint.

16412 Should either party or administrator believe that the allegations in the complaint warrant a meeting, the immediate supervisor may, at his/her discretion, schedule a meeting between the unit member and the complainant. If such a meeting is scheduled during the unit member's normal work time, the unit member will be released without loss of pay to attend the meeting. The complainant may be accompanied at such meeting by an advocate.

16413 The unit member may respond to the substance of the complaint orally or in writing within ten (10) workdays after notification of the complaint. At any meeting called to discuss the complaint, the unit member may be represented by an Association representative.

16414 The unit member will be given a copy of the administrator's report. Any written response made by the unit member will be attached to the written report of the administrator.

16415 Complaints withdrawn or shown to be false shall neither be

placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member. Complaints that the administrator believes to be true, based upon a reasonable investigation, may be, following this procedure, placed in the unit member's personnel file. Any complaint that is neither determined to be true nor false will be put in a "complaint file" for a period of three (3) years. Such a complaint will be disregarded and destroyed after three (3) years from the date of the complaint, unless a similar complaint regarding the same unit member is filed during that three (3) year period; in that case, the first complaint will become part of the complaint file and will be dealt with, consistent with this procedure, as part of the second complaint.

- 16416 As provided in the Education Code section 44031, the unit member will be given release time to respond to any information of a derogatory nature before it is put in his/her personnel file. The unit member has fifteen (15) workdays to file a written response.
- 16417 The removal of any material from a unit member's personnel file shall be consistent with the Public Records Act.

**ARTICLE 17000**  
**INSTRUCTIONAL AIDES/STUDENT TEACHERS**

17100 It is understood that the instructional aides employed by the District are responsible to and are supervised by the Site Administrator where they are assigned. The unit member will direct the tasks and duties of the instructional aide and such tasks and duties shall be consistent with the job description for the aide. The District will not assign an instructional aide without first consulting with the unit member. Upon request, the unit member may interview the prospective aide.

The unit member should periodically discuss with the Site Administrator the performance of the aide, and the administrator will take this input into consideration in evaluating the aide. When an unsatisfactory working relationship is shown to exist between the unit member and his/her aide, the unit member may initiate a request to the appropriate administrator that the aide be reassigned.

17200 Unit members participating in a student teacher program will receive the payment the District receives for this service in addition to the regular salary. Such participation will be voluntary.

**ARTICLE 18000**  
**STATUTORY CHANGES**

18100 Changes in unit member benefits, contained in this Agreement by statutory changes, shall be incorporated into this Agreement provided such improvements are mandatory.

18200 Reduction or elimination of unit member benefits that are brought about by the amendment or repeal of guarantees contained in this Agreement shall require the impact of the item or items to be added as an additional reopener when negotiations resume.

**ARTICLE 19000**  
**CONSULTING PROCEDURES FOR EDUCATIONAL MATTERS**

19100 In accordance with Section 3543.2 of the Government Code, the Association shall have the right to consult with the District on the following matters:

- 19110 the definition of educational objectives;
- 19120 the determination of content of course and curriculum; and
- 19130 the selection of textbooks.

19200 Prior to any significant educational program change a reasonable notice and opportunity to consult will be afforded the Association.

**ARTICLE 20000**  
**IN-SERVICE**

20100 Unit members shall have at least four (4) days of administratively scheduled in-service within their regular work year. In addition, unit members shall have two (2) non-student contact workdays within the regular work year, which are to be used for on-site preparation time.

20200 On two days scheduled by the District prior to the first student contact day of the first semester and one day prior to the first student contact day of the second semester, bargaining unit members shall work 5 hours and 20 minutes of non-student contact time and the remaining 2 hours and forty minutes shall be scheduled by the District.

**Article 21000**  
**PROFESSIONAL GROWTH**

The purpose of the Professional Growth Program is to provide an alternative means for teachers to improve their salary and classroom environment without earning a college degree and academic college units. Unit members who desire to move across the salary schedule must meet the college degree and academic college unit requirements

established for each column on the salary schedule. Units earned in the Professional Growth Program cannot be used to meet requirements for a degree or academic college units for salary schedule movement and vice versa. The Site administrator must approve the proposed professional development plan.

**21100 A Contracted Program**

A unit member desiring to start a Professional Growth Program must fill out the Professional Growth application form and submit it to the Director of Instruction and Accountability for approval. The Director of Instruction and Accountability will have the final authority in the approval of all Professional Growth contracts, Professional Growth activities and final verification of all work completed. The unit member will have the right to appeal the decision to the Superintendent whose decision will be final. In the event the process is not followed it will be subject to the grievance procedure of the contract.

**21200 Basic Eligibility and Payment of Professional Growth**

21210 Any certificated unit member holding an appropriate clear credential and employed by the District for one (1) year is eligible to take advantage of Professional Growth. He or she may elect to contract for five (5) Professional Growth units.

21220 The Professional Growth units will be related to the occupation taught and be designed to strengthen technical competencies. Professional Growth units will be made up of related technical college level courses, related individualized units made up of related special projects, related individualized research and/or development of curriculum units, related work experience, attendance at related conferences and conventions, related professional or industry workshops and in-service training.

Curriculum revisions required to maintain the curriculum, instruction and classroom environment to professional and industry standards or to satisfy Stull objectives will not be approved as professional growth activities.

21230 Certificated unit members may complete a Professional Growth contract once every two (2) years. Unit members may start up to two contracts in a two-year cycle but only one contract per two-year cycle will be paid. Only one professional growth contract may be in progress at any one time.

The date on which the Director of Instruction and Accountability grants final written approval to begin the Professional Growth contract will be used to determine the start and the end dates of a unit member's contract cycle. The start of a second contract with the two-year period does not start a separate cycle. The date on which the Director of Instruction and

Accountability approves the verification of professional growth activities will determine the contract completion date.

- 21240 Compensation for the completion of five (5) units shall be 1/3 of a salary schedule column change, payable the next September 1 after completion. The last working day of August shall be the deadline for submission of a complete contract to include transcripts, letters of verification, work logs or other verification of completion of Professional Growth activities to the Director of Instruction & Accountability.

**21300 General Contractual Possibilities**

- 21310 The Professional Growth contract should be related to the occupation taught and be designed to strengthen technical competencies.
- 21320 It is understood that all activities will relate to objectives acceptable to and approved by the Director of Instruction and Accountability.
- 21330 Each unit member's contract should be highly individualized and have activities that vary from any of the other contracts previously submitted by the applicant.
- 21340 Each contract will be considered on its own merit. Previous approval of activities or course work for one unit member does not mean automatic approval for all unit members taking such work.
- 21350 Course work shall meet the requirements as set forth in Criteria for Professional Growth that appears on the back of the Application for Professional Growth Program form. Prior approval in writing by the Director of Instruction and Accountability is required of all activities prior to commencing the activity to receive Professional Growth credit. There will be no retroactive approvals of Professional Growth contracts. Approval of Professional Growth credit to receive compensation of 1/3 of a salary schedule column change shall be given upon the completion and proper verification of all Professional Growth activities to the satisfaction of the Director of Instruction and Accountability. The final approval will be made by the Director of Instruction and Accountability.
- 21360 The Director of Instruction and Accountability upon receipt of the Application for Professional Growth form, Professional Growth activities form or final verification contract form will either approve or deny the contract in writing within 10 working days. The Director of Instruction and Accountability will give a written reason for denial of activities for Professional Growth credit. The unit member will have the right to appeal the decision to the Superintendent whose decision will be final and is not grievable.

## 21400 **Professional Growth Application Process**

### 21410 **Initial Application**

The unit member will complete an application for Professional Growth to indicate the intent to begin a Professional Growth contract. The unit member will describe, in detail, the proposed activities to be utilized in the contract. The initial application form appears in the appendix. The site administrator must approve the proposed professional growth application. Submission of the application is not authorization to begin work until the Director of Instruction and Accountability gives written approval of the Professional Growth contract and professional growth activities.

### 21420 **Approval of Professional Growth Activities**

The unit member will complete an application for approval of Professional Growth activities. The Professional Growth units will be related to the occupation taught and designed to strengthen technical competencies. Professional Growth units will be made up of related technical college level courses, related individualized units made up of related special projects, related individualized research and/or development of curriculum units, related work experience, attendance at related conferences and conventions, related professional or industry workshops and in-service training.

Curriculum revisions required to maintain the curriculum, instruction and classroom environment to professional and industry standards or to satisfy Stull objectives will not be approved as professional growth activities.

The unit member and the Director of Instruction and Accountability will agree on the means of final contract verification. The Professional Growth activity approval form appropriate to the activity appears in the Appendix. Upon written approval of the professional activity and means of verification the unit member may commence the activities. The Director of Instruction and Accountability will make the final determination as to the appropriateness of all professional growth activities.

### 21430 **Final Verification**

A unit member upon completion of the Professional Growth contract will complete a verification of activity form. The verification will include transcripts, letters of verification, work ups or other verification of completion of professional growth activities. The verification will be submitted to the Director of Instruction and Accountability. Verification of individual units, work experience and other professional growth activities



must be in sufficient detail that in the judgment of the Director of Instruction and Accountability authenticates the proper completion of the agreed upon activities. The final verification forms appear in the Appendix.

**ARTICLE 22000**  
**EMPLOYMENT STATUS/LAYOFF**

22100 Unit members shall be granted seniority in accordance with the Education Code provisions as it pertains to probationary employees.

As authorized pursuant to Education Code section 44910, unit members shall, unless otherwise specified under the Education Code, be classified as probationary employees whose service shall not be included in computing the service required as a prerequisite to attainment of, or eligibility to, classification as a permanent employee of Metropolitan Education District. These unit members will not be permanent employees.

22200 ROC/P probationary employees employed by the Metropolitan Education District shall be deemed to have been employed on the date of first rendered paid service in a probationary position or, if hired prior to April 14, 2009, shall be deemed to have been employed on the first date of rendered service as a regular SVCTE instruction (not a substitute or replacement teacher).

22300 Administration will provide unit members with regular (at least once a semester) written reports to communicate vital program data that reflects the program benchmarks. This information may include an explanation of terms and information, expected results and, if improvement is needed, a recommended course of action with timeline and details about assistance that will be provided by administration.

22400 Bargaining unit employees who have been with the District for at least three (3) consecutive years (prior to being laid off) shall have his/her benefits for which he or she is eligible, paid by the District for two (2) months if said bargaining unit member is laid off as set forth in the Education Code.

22500 Eligible unit members who wish to take advantage of the preferred right to reemployment, pursuant to Education Code sections 44956 or 44957 depending on the unit member's status shall keep the Human Resources Department apprized in writing of their current mailing address, and of any changes in their credentials.

22600 The provisions of this Article shall constitute the full and complete understanding between the parties concerning the impact and effects of any layoffs or reduction in force.

**ARTICLE 23000**  
**MILEAGE**

Unit members who are required by an administrator to use their personal automobiles on District-related business will be eligible for a mileage reimbursement consistent with the current District mileage reimbursement amount.

**ARTICLE 24000**  
**REDUCED WORKLOAD PROGRAM**

24100 The District established the regulations below in accordance with the 1974 amendment to the Education Code, sections 44922 and 22724 that will allow unit members to reduce their workload from full-time to part-time duties, thereby permitting part-time unit members to have retirement benefits based on full-time employment. Unit members who start the program may continue until completing five (5) years of participation, but not beyond the year in which the seventieth (70th) birthday falls.

24200 **Regulations**

- 24210 The District and the unit member will make the contribution required by full-time unit members to the State Teachers Retirement System.
- 24220 The unit member must have reached the age of fifty-five (55).
- 24230 The unit member must have been employed full-time in positions requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment.
- 24240 The option of part-time employment can be exercised at the request of the unit member with the agreement of the District and can be revoked only with the mutual consent of the District and unit member.
- 24250 The unit member shall be paid a salary that is the prorated share of the salary the unit member would be earning had the unit member not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which the unit member makes the payments that would be required if the unit member remained in full-time employment.
- 24251 The unit member shall receive health and dental benefits as provided other full-time unit members by the District and by law.
- 24260 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of

employment during the unit member's final year of service in a full-time position. If partial day employment is requested, compensation shall be based on a minimum of 525 teaching hours per year.

24270 STRS regulations shall be followed.

24280 Sick leave shall vary directly to the proportion of full-time employment.

**24300 Procedure**

24310 The Superintendent or his/her designee will be requested to review the program with interested parties early in the school year.

24320 Unit members interested in participating in the program shall apply by letter to the Superintendent prior to April 15 of the preceding year. At the request of the unit member, such application will be followed by an interview between the Superintendent or his/her designee, to review the program in depth. An Association representative may accompany the unit member, if the unit member so chooses.

24330 Mutual acceptance of the program by the District and the unit member shall be accomplished by June 15.

24340 After a unit member has accepted the assignment, he or she and/or the District may revoke the agreement as long as such revocation is done within ten (10) days of acceptance.

24350 If a unit member wishes to terminate the agreement after that period, return to full employment will be at the option of the District.

**ARTICLE 25000**  
**RETIREMENT/INCENTIVE PROGRAM**

25100 On an annual basis, the District and the Association agree to discuss options for a retirement incentive program for eligible unit members who meet the eligibility criteria set forth by STRS/PERS for early retirement having attained age 55 with at least 10 years STRS/PERS service credit and at least 10 years service credit with the District.

25110 The granting of any retirement incentive program will be based upon whether the incentive program can be shown to save the District money over at least a three-year period.

25200 The District will allow employees who retire after the age of 55 under Article 25100 to purchase the District benefit package if allowed by the insurance carrier. The total annual cost of the premium and the administrative costs will be paid by the

retiree.

**ARTICLE 26000**  
**SALARY**

**26100 General Provisions**

- 26110 The District will pay unit members consistent with the salary schedule contained in Appendix A for full-time regular assignment. Less than full-time regular assignments will be prorated.
- 26120 September 1 is the last day for filing transcripts. New unit members have up to four (4) weeks to submit their initial official transcripts.
- 26130 Unit members who have earned professional growth increments (PGI - SJUSD) will receive annually \$100 per each increment as long as they are unit members.
- 26140 Unit members required to work beyond their assigned work year shall be compensated at a per diem rate of their annual salary.
- 26150 Unit members working less than the annual number of working days required during the school year shall receive salary in the ratio that the number of days actually serves bears to the total number of annual workdays for that classification.
- 26160 Unit members participating at least 50 percent in a designated shared assignment shall receive credit on the salary schedule for each two (2) consecutive years in which they participate in such an assignment.
- 26161 Unit members who are working a partial FTE assignment shall receive experience credit on the salary schedule beginning the next school year after completion of the equivalent of a full school year of work.

**26200 Initial Placement on Salary Schedule**

- 26210 Credits for service shall be allowed on the salary schedule at the rate of one increment (step) for one year of certificated teaching service. All unit members shall advance one vertical step on the salary schedule for each year of service except those whose placement is at the maximum step for their class.
- 26211 A unit member must teach seventy-five (75%) of the regular full-time days that school is in session in order to have the year count as a year of experience on the salary schedule.

- 26212 Unit members participating in a shared teaching assignment shall receive credit for a year of experience on the salary schedule for each two (2) years in which they participate in such as assignment.
- 26220 New unit members without a clear credential are placed in Column A. Placement of unit members on the salary schedule who possess a Clear Designated Subjects credential will be placed in Column B.
- 26230 Military service may be credited in lieu of teaching experience, provided the unit member offering it had teaching experience and had completed requirements for a public school teaching credential prior to the time of entering such service. Requests will be reviewed by the Superintendent or his/her designee, who will determine if the experience will receive credit.
- 26240 A teaching assignment in the Peace Corps or Vista may receive a maximum of two (2) years' credit on the salary schedule, if the unit member offering it had teaching experience and had completed requirements for a public school teaching credential prior to the time of entering such service. Requests will be reviewed by the Superintendent or his/her designee, who will determine if the experience will receive credit.
- 26250 All teaching experience used for salary placement must be verified by official documents, which must be received by the District within 60 days of hire.

**26300 Advancement on the Salary Schedule**

- 26310 Units utilized for salary advancement must be earned after hire date and credential is cleared. University and Technical College units offered to meet requirements for Column C and D must be completed in an institution accredited by the American Council of Education in their publication, American Universities and Colleges. All course work approved for salary placement must be verified by an official transcript. Obtaining official transcripts is the responsibility of the unit member.
- 26311 College semester hours (units) as defined by the particular accredited college, university or institution will be acceptable for placement and/or advancement on the salary schedule. College quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3).

- 26320 September 1 is the last day for filing transcripts.
- 26330 Official transcripts, or an instructor's signature, covering the number of semester units being completed to fulfill requirements for a change in salary classification, must be completed and on file in the Human Resources Department no later than the applicable date mentioned above. If an instructor's signature is offered in lieu of a transcript, a transcript must follow by October 1 of that year. If the Superintendent or his/her designee determines that extenuating circumstances totally beyond the control of the unit member exist, then an extension of time shall be granted.
- 26400 Except as provided in other Articles of this Agreement, all members of the bargaining unit shall be paid in accordance with the Salary Schedule set forth in Appendix A.

26500 **Salary**

- 26510 **Fiscal Year 2012-13 and 2013-14:** The District will provide a 3.0% increase to the salary schedule retroactive to July 1, 2013.

The District will provide each bargaining unit employee, who is in paid status for at least seventy-five percent (75%) of the days of that employee's regularly scheduled work year during the 2013-14 school year and is employed as of the date of the full ratification of the parties' agreement, with a one-time, lump sum "off the salary schedule" payment equal to 3.0% of each bargaining unit employee's salary as set forth in the 2013-14 salary schedule. The off the salary schedule payment shall be based on the bargaining unit employees' salary schedule for the 2013-14 school year in effect before the District provides the 3.0% increase to the salary schedule.

- 25620 The restructuring of the Salary Schedule was completed during the 2005-06 school year as part of the negotiation process. (See Appendix A) The new salary schedule will have four columns: A-Preliminary Credential, B-Clear Credential, C-Clear Credential plus 15 units and D-Clear Credential plus 30 units.

26521 Units may be earned from a combination of the following types of recognized educational achievement for salary schedule placement and equivalencies sources with the pre-approval of the SVCTEDirector:

- A. Academic or technical college level units related to one's teaching assignment

Equivalency: One semester unit = one unit

Documented by: university or technical college transcript

- B. Industry specific or company sponsored training programs related to one's teaching assignment

Equivalency: One week or 40 hours of attendance = One unit

Documented by: Documentation of program by sponsoring organization, plus written report on application to classroom instruction improvement.

OR

Industry related CEUs from university sponsored programs

Equivalency: One (1) CEU = .25 units

Documented by: Certificate from university sponsored program

- C. Pre-approved work experience which is directly related to expanding one's professional expertise in the field related to one's teaching assignment.

One week or 40 hours = One unit

Documented by: Documentation from Employer plus written report on application to classroom instruction improvement

26522 Allocations for Combined Units:

	Type of Unit	Minimum	Maximum
A.	Accredited Academic College Semester Units	6 (with BA) 9 (without BA)	12
	OR		
	Technical College Semester Units	6 (with BA) 9 (without BA)	12
B.	Industry/Company Training Program	0	6
	Or		
	CEU's	0	6
C.	Work Experience	0	6

	TOTAL	15	

26523 Approval Process:

- All units used for movement on the salary schedule must be pre-approved by the Program Director or designee. If there is a dispute about the approval, the decision may be appealed to the Director of Instruction/Accountability.
- Credits must be earned and documented by September 1 in order to be counted for salary increments for that school year.

26600 **Other Compensation**

26610 The rates in this Section will be used to compensate bargaining unit employees when they perform extra duties beyond the normal responsibilities required by this Agreement or as specified in Section 26140. When an employee accepts compensated extra duty, the work is done in addition to the duties of the professional workday, as defined in Article 9000, and as otherwise potentially compensated under Section 26140.

26620 Professional Development Hourly Rate

The hourly rate for unit members providing District approved professional development or training to District employees and/or employees of the District's education/business partners as well as unit members voluntary attendance at District scheduled professional training is \$45 per hour. The District must provide written pre-approval for work performed under this Paragraph and the approval shall specify the number of approved hours to be worked by the unit member.

26630 Basic Hourly Rate

The basic flat hourly rate for unit members will be \$40 per hour. A unit member shall be paid this rate to provide additional services that require minimal preparation and support. Work paid at this rate includes, but is not limited to, providing assistance in managing moves or setting up classrooms after a change in room assignments. Unit members may choose to accept the assignment from the District and the assignment shall specify in writing the number of approved hours that the unit member will work in connection with the assignment.



**26700 College Degree Incentive Program**

The purpose of this program is to insure that bargaining unit members have the necessary preparation to deliver the curriculum required for students to pass high school proficiency tests or to pass the high school exit exams. The college degree incentive program is not designed to cover the full cost of coursework taken.

26710 The District will reimburse for the actual cost of registration, tuition and required books up to a maximum of \$200 per semester unit up to a CAP of \$1,800 per fiscal year for unit members who are enrolled in a WASC or other regional accredited college and/or university in a program that leads to a bachelors, masters or higher degree. Eligible full-time bargaining unit members must submit receipts for class registration fees, tuition and books to the business office. Payment will be made upon submission of a transcript showing the course work has been successfully completed with a letter grade of B or better.

26711 College semester hours (units) as defined by the particular accredited college, university or institution will be acceptable for placement and/or advancement on the salary schedule. College quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3).

26720 An eligible full-time bargaining unit member must submit a written request and be approved by the District prior to entering this program. The bargaining unit member must include the degree objective from a WASC accredited college/university where the bargaining unit member will be enrolled. The District-reserves the exclusive right to accept or reject a degree program if in the opinion of the District the degree program would not further the interests of the District. The District will provide a reason for denial of a degree program as eligible for reimbursement. However, the reason for denying acceptance of a degree program as eligible for reimbursement shall not be grievable and the decision of the Director of Instruction shall be final. A unit member who enrolls in a community college to meet general education requirements leading to a four-year degree must provide documentation of enrollment. A unit member that enrolls in a four-year WASC accredited college/university must provide a letter of acceptance or acknowledgement.

26730 A full-time bargaining unit member holding an appropriate clear credential and who has been employed by the District for one year would be eligible to take advantage of the College Degree Incentive Program.

26740 Eligible full-time bargaining unit members may only take prescribed

classes and courses contained in the-applicable college course catalog that pertain to an approved transferable degree program. The bargaining unit member must submit an approved coursework document by the college verifying the courses lead to a four-year degree. It is up to the bargaining unit member to document the courses that lead to the specific degree program. The District will not reimburse courses previously completed prior to approval for admission into the four-year degree program.

**26800 Degree Stipends**

Earned degrees received from an institution accredited by the American Council of Education in their publication, American Universities and Colleges shall be allowed for placement and degree increments.

26810 Bachelor's Degree - Effective July 1, 2006, this annual stipend will be increased to \$1850. Effective July 1, 2007, this annual stipend will be a full increment.

26820 Master's Degree - Those bargaining unit members who hold or obtain a masters degree from an accredited college or university prior to September 1 shall receive a full increment.

26830 Doctoral Degree – Effective July 1, 2005, no stipend will be paid to unit members who possess a doctoral degree. Current unit members' doctoral degree stipend is “grandfathered” into the agreement.

**26900 Longevity**

Unit members who have a clear credential and who have the required years of service will be eligible for a longevity increment.

26910 A unit member with a clear credential and 27 or more years of teaching service with MetroED will receive an annual increment of (3%) three percent of base salary, payable in September following the completion of the 27<sup>th</sup> year.

26920 A unit member with a clear credential and 22 or more years of teaching service with MetroED will receive an annual increment of (3%) three percent of base salary, payable in September following the completion of the 22<sup>nd</sup> year.

26930 A unit member with a clear credential and 17 or more years of teaching service with MetroED will receive an annual increment of (3%) three percent of base salary, payable in September following the completion of the 17<sup>th</sup> year.

26940 A unit member with a clear credential and 12 or more years of teaching

service with MetroED will receive an annual increment of (3%) three percent of base salary, payable in September following the completion of the 12<sup>th</sup> year.

**ARTICLE 27000**  
**BENEFITS**

27100 Upon application MetroED will contribute up to \$15,089 (2012/13) total annual cost toward medical, dental and life insurance premiums for each unit member in accordance with Section 23200 and 23300. The District paid fringe benefit CAP shall be increased annually by at least 5% or the State COLA received by the District, whichever is greater. If total benefit costs exceed the annual CAP as adjusted annually pursuant to this Article, the difference will be divided amongst all participating District employees and paid by automatic withdrawal via payroll deduction from each District employee's paycheck. Part-time employees' benefit costs and contributions will be prorated. Any deduction for benefit costs via payroll deduction may be eligible for the District 125 Plan.

27101 The Association recognizes that the District currently purchases the health, dental, life insurance, and group salary protection plan from various sources and that this package may be subject to change. The Association further recognizes and agrees to the same terms, conditions, and requirements of all the members in the designated insurance group.

27102 The Parties agree to work together through the MetroED Health Benefits Task Force to review the District's current medical and dental benefits programs and to make recommendations about possible changes to the plans or to vendor relationships.

27103 The Parties agree: (a) that this agreement shall have no precedential effect on any other grievance, arbitration case, charge, lawsuit or other proceeding between the District and CTA; and (b) that this Agreement shall not be subject to any "me too" clauses contained in any agreement between the Parties or in any agreement between the District and any other union.

27104 This Agreement may be executed in counterparts and each counterpart, when executed, shall have the efficacy of a second original. Photographic or facsimile copies of any such signed counterparts may be used in lieu of the original for any said purpose.

27200 The District will pay the premiums of the above benefits during July and August for all unit members who commence a leave at the end of a school year provided said unit member shall have worked the previous ten (10) months in the District.

27300 The maximum monthly District contribution will be prorated in accordance with the

time worked for unit members who work less than full time.

27400 The District proposes the implementation of the STRS pickup program for treatment of employees' contributions to STRS. The District agrees to determine the financial impact on unit members who have TSAs.

27500 The District will provide an IRC 125 plan to all CTA unit members with four or more hours per day of employment with the District. The District will pay the cost of the administrative fee. The plan will include premium conversion, dependent care and unreimbursed medical costs.

The maximum contribution by the employee into the unreimbursed medical plan shall be \$2,000. The Plan administrator shall be determined by the District. The plan year shall be October 1 to September 30.

### **ARTICLE 28000** **CONCERTED ACTIVITIES**

28100 For the duration of the Agreement, the Association will not engage in, or authorize any member of the bargaining unit to engage in any concerted interruption of educational activities or withholding of services, or other related professional responsibilities as defined, but not limited to the responsibilities, in Article 9000. No officer or representative of the Association shall be empowered to cause or participate in any such prohibited activity. In the event a member of the bargaining unit violates this Article, the Association and/or its officer shall notify the unit member in writing to cease and desist from such activity immediately.

28110 The District agrees that it will not engage in or authorize any lockout of unit members for the duration of the Agreement.

### **ARTICLE 29000** **SPECIFIC PROVISIONS**

29100 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices, policies and procedures, and over State laws to the extent permitted by State law and in the absence of specific provisions in this Agreement, such practices and procedures are discretionary. When interpreting any provision of this Agreement, the past practices with regard to any such provision shall not necessarily control.

29200 The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties for the term of the Agreement. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

29300 Nothing in this Agreement shall be construed to be contrary to the provisions of the California Education Code.

**ARTICLE 30000**  
**DISTRICT RIGHTS**

The District reserves all rights not specifically limited in this Agreement.

**ARTICLE 31000**  
**SAVINGS PROVISION**

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

**ARTICLE 32000**  
**CALENDAR**

The District will determine its calendars based upon the participating Districts' calendars and will notify the Association as soon as possible after it is determined.

**ARTICLE 33000**  
**NEGOTIATIONS**

33100 The District and the Association agree that persons acting as chief negotiators for the respective parties shall have the authority of the respective party and shall be authorized to make proposals, counter-proposals and sign tentative agreements.

33200 Either party to the Agreement may utilize the services of consultants, as they deem necessary, during the negotiations process.

33300 Negotiations shall take place at mutually agreeable times and places. The date, time and agenda for future negotiation sessions, if any, will tentatively be established at the close of each session. In order to limit interruption of scheduled classroom hours for bargaining unit members, contract negotiations shall be alternated equally between scheduled classroom and non-classroom time.

33400 Representatives of the District and/or Association agree to meet, if the need arises, to review problems associated with contract implementation.

33500 The District agrees to print and make available copies of the final agreement to each bargaining unit member.

**ARTICLE 34000**  
**SIGNATURE CLAUSE**

IN WITNESS WHEREOF, the parties to this Agreement have caused these articles and appendices to be executed by their authorized agents, effective upon their execution, except as noted herein, this 19th day of May 2014.

For the Association (CTA):

Jan Joseph, Chair  
Collette Betters  
Mark Adams  
Tom Gholamipour  
Marty Eryavec  
Rico Sciaky  
Lisa Vieler, CTA Rep.

For the District:

Tom Mullin, Chair  
Debbie Fry  
Marianne Cartan  
Adam Fiss, Attorney

## APPENDIX A Salary Schedule

**A. ANNUAL SALARY SCHEDULE:**

RANGE	Column A	Column B	Column C	Column D
STEP	Prelim	Clear Cred	Clear Cred +15	Clear Cred +30
1	50,436	53,055	54,365	55,675
2	53,055	55,674	56,984	58,294
3	55,674	58,293	59,603	60,913
4	58,293	60,912	62,222	63,532
5	60,912	63,531	64,841	66,151
6	63,531	66,150	67,460	68,770
7		68,769	70,079	71,389
8		71,388	72,698	74,008
9				76,627
13	Longevity	73,530	74,879	78,926
18	Longevity	75,736	77,125	81,294
23	Longevity	78,008	79,439	83,732
28	Longevity	80,348	81,822	86,244

**B. POSSIBLE ADD ONS:**

\$2,619	Master's Degree	
\$2,619	STEP (Professional Growth)	
	BA	
\$2,619	Increase	(Negotiated 05-06 school year - effective 7/1/06)
100	PGI (carryover from SJUSD)	
1/3 of step	Professional Growth	

**C. LONGEVITIES:**

		EFFECTIVE
0.03	12 YRS	7/1/2002
0.03	17 YRS	7/1/2001
0.03	22 YRS	7/1/2000
0.03	27 YRS	7/1/2000

**D. JOB CODE**

1104

**POSITION**

Teacher, Voc cred varies

**CLASS WORK YEAR**

181

## **APPENDIX B**

### **METROPOLITAN EDUCATION DISTRICT CERTIFICATED PERSONNEL HANDBOOK FOR EVALUATION AND ASSESSMENT**

At least one copy of the Certificated Personnel Handbook for Evaluation and Assessment shall be kept at each school and one copy given to each Association Faculty Representative.

The evaluation and assessment laws of the State of California have mandated that every school district in the State adopt a local, uniform system of evaluation and assessment of performance of all certificated personnel.

This handbook has been developed to assist certificated personnel of the Metropolitan Education District to fulfill their responsibilities under the amended Stull Act of 1975.

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- VI. Certificated Employee Performance Evaluation Forms
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### **GENERAL AREAS FOR TEACHER EVALUATION**



## **I. Standards, Curriculum and Non Instructional Duties**

### **A. STANDARDS OF EXPECTED STUDENT PROGRESS**

1. Specific standards for student performance shall be formulated at the local school/department level.
2. These standards will be reflective of the Career Technical Education Standards as adopted by the California State Board of Education
3. Student progress shall be measured in relation to the goals and sub-goals set for each curricular area.
4. The teacher shall use appropriate techniques to assess student performance.

### **B. Curriculum and Instruction**

1. Teachers shall use appropriate instructional techniques and strategies.
2. The subject area learning continuum will reflect the overall expected outcomes of instruction.
3. Teachers will adhere to curricular objectives of the course(s) as indicated in the approved course outline(s).
4. Course curriculum(s) will include relevant academic and employability skills as outlined in the Career Technical Education Standards adopted by the California State Board of Education.

### **C. CRITERIA FOR PROPER CONTROL**

1. Compliance with state laws, district and individual school rules and regulations
  - a. Education provisions
  - b. District Student Behavior Policy Handbook
  - c. Individual School Student Behavior Policy
2. Professional judgment of evaluator

### **D. CRITERIA FOR ASCERTAINING SUITABLE LEARNING ENVIRONMENT**

1. Professional judgment of the evaluator
2. Observable criteria
  - a. Presence or absence of safety hazards
  - b. Care of furniture, education equipment, and materials
  - c. Teacher-student rapport
  - d. Student participation in organizing and maintaining the physical environment
  - e. Students involved as participants in learning activities
  - f. Organization of learning materials and equipment for student use
  - g. Acceptable noise level and behavior during varying classroom student activities
  - h. Reinforcement of acceptable behavior
    - i. Attentiveness in listening situations
    - j. Atmosphere conducive to effective student work
    - k. Acceptable work habits in varying situations

- I. Student familiarization of rules and regulations regarding behavior

E. OTHER DUTIES

1. Certificated personnel shall accept responsibility for non-instructional assignments necessary to enable the class, school, or District to accomplish its objectives.
  - a. As assigned
  - b. As described in the position description
  - c. As specified in state laws, district, and individual school rules and regulations.

## II. THE EVALUATION PROCEDURE

### GENERALIZED TIME LINE OF EVALUATION PROCEDURES

Prior to the End of the 6<sup>th</sup> Week of Instruction      **Use Form A**  
*Initial Conference:* Evaluator and teacher meet to review standards (CSTP 1-6) for evaluation. First classroom observation may be scheduled at this conference.

Prior to Formal Observation      **Use Form B**  
*Pre-Observation Conference:* Evaluator and teacher meet to discuss and agree upon goals and activities. Individual Teacher Professional Goals (*Form B*) may be filled out before or at this conference. Additional time may be scheduled as needed.

Before Last day of October  
*Formal observation:* The first of at least two formal observations takes place (generally a traditional lecture).

Within Seven Workdays After Observation      **Use Form C & C1**  
*Appraisal Conference:* A conference will be held to discuss the observation. In cases where improvement is needed, a performance improvement plan may be initiated on **Form D**.

Prior to December 1      **Use Form D**  
*If Performance Improvement Need is Identified:*  
*Second Appraisal Observation and Conference:*  
In cases where improvement is needed and noted, a second appraisal observation and conference with the evaluator will be held no later than December 1

January 5 – March 1      **Use form C & C2**  
*Formal Observation:* The second of at least two formal classroom observations is conducted (generally a lab exercise).

Within Seven Workdays After Observation      **Use Form C & C2**  
*Appraisal Conference:* A second conference will be held to discuss the observation.

Prior to 30 days of the last scheduled school day **Use Form E**

*Final Summary Evaluation:* All evaluations are completed and forwarded to the teacher.

Prior to the last scheduled school day

Evaluator and teacher meet to discuss progress toward initial goals. The summary form of the evaluation packet will be filed with the Human Resources Department.

Prior to June 1 Evaluator notifies teachers scheduled to participate in the evaluation process in the subsequent school year.

### III. EVALUATION ROLES, ASSIGNMENTS, SCHEDULES

#### EVALUATION ROLES

**Evaluator:** Confers with the evaluatee (teacher) in establishing objectives. Assists the evaluatee when necessary and later confers with the evaluatee in assessing the accomplishment of the objectives.

**Evaluator Designee:** Assists evaluator with the evaluation process.

**Evaluatee:** Confers with evaluator or evaluator designee in establishing objectives. Provides evidence relevant to the accomplishment of the objectives.

#### EVALUATION SCHEDULES

Teachers are evaluated for the first two years in an assignment and every other year thereafter. Teachers may be evaluated in any year administration identifies areas of concern. Under certain conditions (see article 16140 of the CTA Collective Bargaining Agreement) teachers may be evaluated every five years.

### IV. DEFINITION OF TERMS

**Area of Study:** A specific branch of learning at various developmental levels, as designated by the state or school district governing board.

**Assessment:** The act of determining the degree or amount of; a determination resulting from the evaluation process.

**Assessment Criteria:** Demonstrable levels of performance upon which a judgment or decision may be based.

**Certificated Employees or Personnel:** Those employees or personnel of school districts whose positions require credential or certification qualifications.

**Classes of Employees:** Those groupings of employees whose roles and responsibilities are similar, as defined in job classification descriptions. Any individual in the class can be expected to perform successfully the responsibilities (duties) of that class.

**CSTP:** California Standards for the Teaching Profession.

**Evaluatee:** A person who is evaluated (the teacher).

**Evaluation:** The process of making considered judgments concerning the professional accomplishments and competencies of a certificated employee based on a broad knowledge of the area of performance involved, the characteristics of the situation of the individual being evaluated, and the specific standards of performance pre-established for the position.

**Evaluator:** A person who evaluates (a certificated administrator).

**Evaluator/Designee:** A person designated to assist the evaluator with the evaluation process.

**Goals:** Statements of broad direction or intent that are general and timeless and are not concerned with a particular achievement within a specified time period.

**Job Description:** Generalized statements that are common for all certificated personnel in a designated position category.

**Objectives:** Devised accomplishments that can be verified within a given time and under specifiable conditions that, if attained, advance the system toward the corresponding goals.

**Other Duties:** In addition to instructional assignments normally required of a position as assigned and/or described in the position description, other duties are actions required to enable the class, site, or the District to accomplish its objectives.

**Philosophy:** A composite statement of the relationship between the individual and society based upon beliefs, concepts, and attitudes from which the goals and objectives of the District are derived.

**Proper Control:** A suitable exercise of influence over an individual or a group in order to facilitate learning opportunities.

**Reviewer:** A person who reviews job objectives and/or evaluation procedures, upon request.

**Standard:** That which is set up and established by authority or mutual acceptance as a basis for the measure of quantity, value, or quality.

**Standard of Performance:** An authoritative or mutually established level of accomplishment.

**Suitable Learning Environment:** An adequate or proper set of conditions that facilitate opportunities for learning.

**Uniform Evaluation System:** A system of evaluation that applies the same guidelines, to the extent possible, in a consistent manner to all employees of each type of class of certificated employees.

## V. INSTRUCTIONS FOR PERFORMANCE EVALUATION

**PHILOSOPHY:** Evaluation must be an open-ended, ongoing, positive process with measurable goals established by the teacher and evaluator. It should result in the continuous growth of the

teacher.

The purpose of performance evaluation is to review the general requirements of the position, define specific tasks, and identify performance objectives for the evaluation period.

The aim of the evaluation process is to assist personnel in the identification of strengths and weaknesses and to plan utilization of resources that will lead to the improvement of instruction.

## **PROCEDURES:**

**FORM A: “SVCTE Certificated Evaluation Procedures, Timeline, and Documentation Checklist”** outlines the time lines and procedures to be followed and which forms are to be used during that part of the observation process. The evaluator and teacher initial and date the form as each process is completed. Upon completion of the evaluation process, both parties sign and date the form.

**FORM B: “Central County Occupational Center Individual Teacher Professional Goals for Evaluation”** is completed by the teacher prior to, or during, the pre-observation conference. Teachers indicate one specific standard for the school year under each of the six categories as they relate to student learning. Teachers indicate the strategies to be used and how each standard will be addressed to improve their professional abilities in the classroom. The evaluator and teacher discuss these goals and strategies initially and review them at the appraisal and final conference. The evaluator and/or teacher may list additional expectations to be included in the evaluation.

**Form C: “SVCTE Formal Classroom Observation/Post-Conference Form”** is filled out by the evaluator prior to, and during, the post-observation conference. The evaluator notes evidence that the teacher is meeting the standards as witnessed during the classroom or laboratory observation. The teacher is asked to answer several reflective questions on this form. Form C is used in conjunction with either form C1 or C2.

**Form C1 “Teacher Observation-Classroom”** is used to indicate the level of effectiveness of the observed classroom lesson and to note evaluator comments.

**Form C2 “Teacher Observation-Lab”** is used to indicate the level of effectiveness of the observed laboratory exercise and to note evaluator comments.

**Form D “SVCTE Performance Improvement Plan”** is used: (1) when improvement is indicated by the evaluator, to document a specific description of the areas in which improvement is needed; (2) to recommend procedures, activities and methods used to facilitate teacher improvement; (3) to recommend timelines or milestones that the teacher must meet in implementation of the improvement; and (4) to clearly specify management support/assistance provided to assist the teacher. Form D is not placed in the teacher’s personnel file unless the Performance Improvement Plan is not fulfilled to the evaluator’s expectation.

**Form E “SVCTE Summary Evaluation”** is a summary report and includes evaluator commendations and recommendations, relative to teacher performance, for each of the six California Standards for the Teaching Profession as well as the levels of effectiveness observed for selected criterion in each standard category. The evaluator indicates both a rating (satisfactory or unsatisfactory) and any recommendations for future consideration. Both teacher and evaluator sign the summary evaluation before all evaluation forms are placed in the teacher’s personnel file.

The completion of the teacher comments section is optional. In the event a teacher desires to use this section, he/she may react to the evaluator's comments specifically or to any other aspect of the evaluation process.

# Evaluation Forms A through E

(For copies please see SVCTE Administration or Human Resources Department)

## **CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION**

<p><b>1. Engaging and Supporting All Students in Learning</b></p> <p>1.1 Connect student’s prior knowledge, life experience, and interests with learning goals.</p> <p>1.2 Use a variety of instructional strategies and resources to respond to students’ diverse needs.</p> <p>1.3 Facilitate learning experiences that promote autonomy, interaction, and choice.</p> <p>1.4 Engage students in problem solving, critical thinking, and other activities that make subject matter meaningful.</p> <p>1.5 Promote self-directed, reflective learning for all students.</p>	<p><b>4. Planning Instruction and Designing Learning Experiences for All Students</b></p> <p>4.1 Draw on and value students’ backgrounds, interests and developmental learning tools</p> <p>4.2 Establish and articulate goals for student learning</p> <p>4.3 Develop and sequence instructional activities and materials for student learning</p> <p>4.4 Design short-term and long-term plans to foster student learning</p> <p>4.5 Modify instructional plans to adjust for student needs</p>
<p><b>2. Creating and Maintaining Effective Environments for Student Learning</b></p> <p>2.1 Create a physical environment that engages all students</p> <p>2.2 Establish a climate that promotes fairness and respect</p> <p>2.3 Promote social development and group responsibility</p> <p>2.4 Establish and maintain standards for student behavior</p> <p>2.5 Plan and implement classroom procedures and routines that support student learning</p> <p>2.6 Use instructional time effectively</p>	<p><b>5. Assessing Student Learning</b></p> <p>5.1 Establish and communicate learning goals for all students</p> <p>5.2 Collect and use multiple sources of information to assess student learning</p> <p>5.3 Involve and guide all students in assessing their own learning</p> <p>5.4 Use the results of assessments to guide instruction</p> <p>5.5 Communicate with students, families, and other audiences about student progress</p>
<p><b>3. Understanding and Organizing Subject Matter for Student Learning</b></p> <p>3.1 Demonstrate knowledge of subject matter content and student development</p> <p>3.2 Organize curriculum to support student understanding of subject matter</p> <p>3.3 Interrelate ideas and information within and across subject matter areas</p> <p>3.4 Develop student understanding through instructional strategies that are appropriate to the subject matter</p> <p>3.5 Use materials, resources, and technologies to make subject matter accessible to students</p>	<p><b>6. Developing as a Professional Educator</b></p> <p>6.1 Reflect on teaching practice and plan professional development</p> <p>6.2 Establish professional goals and pursue opportunities to grow professionally</p> <p>6.3 Work with communities to improve professional practice</p> <p>6.4 Work with families to improve professional practice</p> <p>6.5 Work with colleagues to improve professional practice</p> <p>6.6 Balance professional responsibilities and maintain motivation</p>

## **APPENDIX C**

### **CRITERIA FOR PROFESSIONAL GROWTH**

#### **Objective:**

The objectives of a Professional Growth contract shall clearly define the goals and purposes of the contract. Each Professional Growth contract should be designed to provide for a variety of activities appropriate to Professional Growth objectives.

#### **College Units:**

College units are generally discouraged for the contract. Any college units earned for Professional Growth cannot be used for advancement on the salary schedule.

Technical graduate or undergraduate units in an accredited institution are the only college units acceptable. Credit will be granted for in-class time only, not for reading, research or outside activities. Only three (3) college units may be earned per contract.

#### **Individualized Units:**

A complete and detailed Professional Growth log form will be submitted to the Assistant Superintendent of Instruction by the unit member upon completion of work detailed below. The form appears in the appendix. The log will state how much work contributed toward realization of professional growth goals and will include a detailed list of the hours and specific activities completed and how it related to their classroom assignment. One individualized unit will be defined as forty (40) hours of work and will be computed in quarter, half and whole units. Only three (3) individualized units may be earned as part of a professional growth contract.

Individualized units are for the development of activities in curriculum, instruction and classroom environment that are innovative and beyond that required to maintain current professional and industry standards or meet STULL objectives.

#### **Related Work Experience:**

There will be two types of work experience applicable for any contract:

- (1) Currency with direct application and development of teaching units to be used in the classroom.

Pre-work plan: A complete job description signed by the potential employer specifying duties and services to be performed, and a statement of objectives including the expected outcome and application in the classroom.

Post-work plan: Detailed information demonstrating how the work experience has contributed to the realization of the stated objectives and how it will be incorporated into the classroom curriculum. Credit will be granted at the equivalency of forty (40) work experience hours and completion of designated curriculum units for one unit of credit. Verification of the work performed and the number of hours worked by the



employer will be necessary.

- (2) Currency and competency in vocational field.

Pre-work plan: A complete job description signed by the employer specifying duties and services to be performed.

Post-work plan: Verification by employer detailing the work experience that was completed and the number of hours worked and a summary by unit member of technology/competencies gained. Credit will be granted at the equivalency of eighty (80) work experience hours for one unit of credit. Only three (3) currency/competency units may be earned during any twelve (12) month period.

**Professional or Industry Workshops and In-Service Training (NON-college credit):**

Only three (3) units of credit for up to three (3) weeks (15 days)(a full day is two of the following: morning, afternoon or evening) attendance at instructional workshops or in-service training may be applied. (NOT to include employee contract negotiations, Negotiation Training or CTA/NEA Activities.)

**Conferences:**

Credit for attendance and participation at conferences will be granted on the basis of one-eighth (1/8) for a half day conference (morning, afternoon or evening) or (1/4) unit for a full day conference (two of the following: morning, afternoon or evening) including lunch, with a maximum of two (2) units for each Professional Growth contract. If the conference is held during working hours and/or paid for by the District, it shall not be part of a Professional Growth contract. Pre-approval and a verification will be required. Employee contract negotiations shall not be included.

**Procedure:**

- (1) A contract may be extended for not more than one year if approved by the Assistant Superintendent of Instruction.
- (2) A contract may be canceled at any time by the applicant by written notification to the Assistant Superintendent of Instruction. Applicants may initiate a new Professional Growth contract at any time by following the established procedure.
- (3) All course work or other proposed activities for a Professional Growth contract must receive prior written approval by the Assistant Superintendent of Instruction before beginning.

**Application for Professional Growth Program**

Applicant: \_\_\_\_\_ Site: \_\_\_\_\_

Present Teaching Assignment:

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Site Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Describe in detail, the Professional Growth activities you plan to use to complete the Professional Growth contract. You may attach additional sheet if you need more room.

1. Objectives and how they relate to your assignment:

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2. Technical college level units - Describe the courses you plan to take to meet your objectives (maximum 3 units) per contract:

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3. Individualized units (40 hrs of work equal one (1) unit; maximum of three (3) units) per contract:

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4. Related work experience (40 hrs of work equal one (1) unit; maximum of three (3) units per contract) 80 hours of work required for currency and competency in vocational field:

a) Development of curriculum: (maximum of three (3) units per contract):

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b) Currency and competency in vocational field (maximum of three (3) units per contract):

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5. Professional or industry workshops and In-service training (non-college credit) (Maximum of three (3) units credit for up to three (3) weeks attendance):

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6. Conferences (1/4 unit per full day including lunch with a maximum of two (2) units per professional growth contract):

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Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Site Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

-----  
District Use Only:

Check one (1):    Approved    \_\_\_\_\_    Not Approved    \_\_\_\_\_

Reason: \_\_\_\_\_

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Director of Instruction: \_\_\_\_\_ Date: \_\_\_\_\_

**PROFESSIONAL GROWTH ACTIVITY APPROVAL FORM**

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

The following activity is submitted for approval toward the completion of the Professional Growth contract. (The description must be full and complete so as to be able to determine exactly what the applicant plans to do.)

1. Describe, in detail, the activity; indicate the area in which the activity will be completed, for example: is the activity related work experience?

a) Area to be completed (i.e. related work experience):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b) The activity (Provide detail course or other information):

\_\_\_\_\_  
\_\_\_\_\_

c) Number of units to be earned: \_\_\_\_\_

2. How does this activity relate to your Professional Growth contract objectives?:

\_\_\_\_\_  
\_\_\_\_\_

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Site Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
-----

Approved: Yes \_\_\_\_\_ No \_\_\_\_\_

Reason: \_\_\_\_\_

Date: \_\_\_\_\_ Director of Instruction: \_\_\_\_\_

**VERIFICATION**  
**COMPLETION OF PROFESSIONAL GROWTH ACTIVITY FORM**  
**TECHNICAL COLLEGE LEVEL UNITS**

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Please fill out this verification for college units completed. Attach a copy of the transcript.

**TECHNICAL COLLEGE LEVEL UNITS:**

1. Name of class completed: \_\_\_\_\_
2. Attach copy of transcript with the class identified that was approved for the professional growth contract.
3. Units earned \_\_\_\_\_.
4. Salary Increment earned \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Site Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

-----  
District Use Only:

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_

Reason:

Director of Instruction: \_\_\_\_\_ Date: \_\_\_\_\_

**VERIFICATION**  
**COMPLETION OF PROFESSIONAL GROWTH ACTIVITY FORM**  
**INDIVIDUALIZED UNITS**

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Please fill out this verification for individualized units completed.

**INDIVIDUALIZED UNITS:**

1. Identify the related special project, related individualized research and a development of curriculum units. Curriculum revisions required to maintain the curriculum, instruction and classroom environment to professional and industry standards or to satisfy STULL objectives will not be approved as professional growth activities.
2. Attach copy of the project.
3. Units earned \_\_\_\_\_.
4. Salary Increment earned \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Site Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

-----  
District Use Only:

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_

Reason:

\_\_\_\_\_  
Director of Instruction: \_\_\_\_\_ Date: \_\_\_\_\_



2. Attach other supporting information letters, etc.
3. Units earned \_\_\_\_\_.
4. Salary Increment earned \_\_\_\_\_.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Site Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
-----District

Use Only:

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_

Reason:

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Director of Instruction: \_\_\_\_\_ Date: \_\_\_\_\_



**VERIFICATION**  
**COMPLETION OF PROFESSIONAL GROWTH ACTIVITY FORM**  
**WORK EXPERIENCE LOG**

Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Please fill out this verification for work experience completed. Use as many copies of the form as necessary to log all activities.

**WORK EXPERIENCE LOG:**

DATE	HOURS SPENT	SUBJECT ACTIVITY	CURRICULUM DEVELOPED/ COMPETENCIES GAINED

- 2. Attach other supporting information letters, etc.
- 3. Units earned \_\_\_\_\_.
- 4. Salary Increment earned \_\_\_\_\_.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Site Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
-----District

Use Only:

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_

Reason:

---

Director of Instruction: \_\_\_\_\_ Date: \_\_\_\_\_

**VERIFICATION**  
**COMPLETION OF PROFESSIONAL GROWTH ACTIVITY FORM**  
**WORKSHOP, IN-SERVICE, CONFERENCE**

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Please fill out this verification for workshop, in-service or conference attendance.

1. Name of Workshop, In-Service or Conference attended:

\_\_\_\_\_

2. Date \_\_\_\_\_ Location \_\_\_\_\_

3. Attach copy of registration and verification of attendance.

4. Was the Workshop paid for by the District or was it attended on District time?

\_\_\_\_\_

5. Units earned \_\_\_\_\_.

6. Salary Increment earned \_\_\_\_\_.

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Site Principal's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

-----District

Use Only:

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_

Reason:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Director of Instruction: \_\_\_\_\_

## **APPENDIX D**

**(See MetroED Intranet for Current Rates and Information)**

## **APPENDIX E**

### ***Application for College Degree Incentive Program***

The purpose of this program is to insure that bargaining unit members have the necessary preparation to deliver the curriculum required for students to pass high school proficiency tests or to pass the high school exit exams. The college degree incentive program is not designed to cover the full cost of coursework taken.

**Applicant** \_\_\_\_\_

**Current Teaching Assignment** \_\_\_\_\_

**1. Eligibility Requirements:**

- **A full-time bargaining unit member holding an appropriate clear credential; and**
- **Has been employed by MetroED for one year**

**2. Name of accredited college** \_\_\_\_\_

**3. Name of Four-year specific degree program** \_\_\_\_\_

**4.** An eligible full-time bargaining unit member must submit a written request and be approved by the District prior to entering this program. The bargaining unit member must include the degree objective from a WASC accredited college/university where the bargaining unit member will be enrolled. The District-reserves the exclusive right to accept or reject a degree program if in the opinion of the District the degree program would not further the interests of the District. The District will provide a reason for denial of a degree program as eligible for reimbursement. However, the reason for denying acceptance of a degree program as eligible for reimbursement shall not be grievable and the decision of the Director of Instruction/Accountability shall be final. A unit member who enrolls in a community college to meet general education requirements leading to a four-year degree must provide documentation of enrollment. A unit member that enrolls in a four-year WASC accredited college/university must provide a letter of acceptance or acknowledgement.

**5.** The District will reimburse for the actual cost of registration, tuition and required books up to a maximum of \$200 per semester unit up to a CAP of \$1800 per fiscal year for unit members who are enrolled in a WASC or other regional accredited college and/or university in a program that leads to a bachelors, masters or higher degree. Eligible full-time bargaining unit members must submit receipts for class registration fees, tuition and books to the business office. Payment will be made upon submission of a transcript showing the course work has been successfully completed with a letter grade of B or better.

**6.** College semester hours (units) as defined by the particular accredited college, university or institution will be acceptable for placement and/or advancement on the salary schedule. College quarter hours (units) shall be converted to semester hours

- (units) by multiplying the total of such hours (units) by two-thirds (2/3).
7. Eligible full-time bargaining unit members may only take prescribed classes and courses contained in the applicable college course catalog that pertain to an approved transferable degree program. The bargaining unit member must submit an approved coursework document by the college verifying the courses lead to a four-year degree. It is up to the bargaining unit member to document the courses that lead to the specific degree program. The District will not reimburse courses previously completed prior to approval for admission into the four-year degree program.

**Applicant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Site Director's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

---

District Use only:

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_

Reason: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SVCTE Director: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX F**

### ***Applicant for Salary Schedule Advancement Process and Approvals***

The new CTA salary schedule, established in the spring of 2006, was designed to encourage and support SVCTE teachers in advancing their teaching and professional skills while recognizing the unique qualifications and needs of career/technical teachers.

New teachers without a clear credential will start in Column A of the new schedule. When teachers clear their credentials, they “move” to Column B. Additional columns on the salary schedule are achieved by completing 15 pre-approved units as described below.

Units toward schedule advancement must be earned from a combination of the following sources: a) academic or technical college level units; b) industry specific or company sponsored training units related to one’s teaching assignment; or college sponsored CEU units, or c) pre-approved work experience which is directly related to expanding one’s professional expertise in the field related to one’s teaching assignment. All units must be pre-approved by the SVCTE Director.

All units toward advancement must be earned after clearing credential or, for new hires, after the hire date.

Types of recognized educational achievement for salary schedule placement and equivalencies:

- A. Academic or technical college level units related to one’s teaching assignment

Equivalency: One semester unit = one unit

Documented by: university or technical college transcript

- B. Industry specific or company sponsored training programs related to one’s teaching assignment

Equivalency: One week or 40 hours of attendance = One unit

Documented by: Documentation of program by sponsoring organization, plus written report on application to classroom instruction improvement.

OR

Industry related CEUs from university sponsored programs

Equivalency: One (1) CEU = .25 units

Documented by: Certificate from university sponsored program

- C. Pre-approved work experience which is directly related to expanding one’s professional expertise in the field related to one’s teaching assignment.

One week or 40 hours = One unit

Documented by: Documentation from Employer plus written report on application to classroom instruction improvement

**Allocations for Combined Units:**

	Type of Unit	Minimum	Maximum
A.	Accredited Academic College Semester Units	6 (with BA) 9 (without BA)	12
	OR		
	Technical College Semester Units	6 (with BA) 9 (without BA)	12
B.	Industry/Company Training Program	0	6
	OR		
	CEU's	0	6
C.	Work Experience	0	6
	<b>TOTAL</b>	<b>15</b>	

**Approval Process:**

- All units used for movement on the salary schedule must be pre-approved by the Program Director or designee.
- An applicant may apply for some or all of the required units in a plaction. If applying for fewer than 15 units, a second application must be pre-approved before the additional units are completed.
- If there is a dispute about the approval, the decision may be appealed to the Director of Instruction/Accountability.
- Credits must be earned and documented by September 1 in order to be counted for salary increments for that school year.

***Application forms are found on the following pages.***



**Unit Members Pre-Approval Application**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Class(es) Taught: \_\_\_\_\_

Completed years of teaching experience with MetroED \_\_\_\_\_

Check all that apply to you:

- \_\_\_\_\_ Clear Credential
- \_\_\_\_\_ AA degree
- \_\_\_\_\_ Bachelor's degree
- \_\_\_\_\_ Master's degree
- \_\_\_\_\_ Other degree (specify) \_\_\_\_\_

Salary advancement is based on a combination of units from academic or technical courses, industry training programs and work experience. Which components are you applying for at this time? Check all that are applicable.

- \_\_\_\_\_ Academic/technical courses \_\_\_\_\_ Units
- \_\_\_\_\_ Industry training Program \_\_\_\_\_ Units
- \_\_\_\_\_ Work Experience \_\_\_\_\_ Units

For each area checked above, complete the appropriate plan section on the following pages.

**A. Academic/Technical Course Plan**

Must be documented upon completion by:

- Official transcript
- Grade of B or better

I plan to take the following courses:

Course Name:	_____
School/Institution:	_____
Credit Hours:	_____
Hours:	_____
Dates:	_____
This course will assist my teaching by _____	
_____	
_____	
_____	

Course Name:	_____
School/Institution:	_____
Credit Hours:	_____
Hours:	_____
Dates:	_____
This course will assist my teaching by _____	
_____	
_____	
_____	

Course Name:	_____
School/Institution:	_____
Credit Hours:	_____
Hours:	_____
Dates:	_____
This course will assist my teaching by _____	
_____	
_____	
_____	

**B. Industry Specific or Company sponsored Training Program**

Must be documented upon completion by:

- Official notification from company or organization describing experience, dates, and total hours
- Written narrative explaining how this experience assisted you with your classroom teaching. Please be specific.

Please complete the following:

Company:	_____
Location:	_____
_____	
Type of Assignment or Activity:	_____
_____	
Dates:	_____
Total Hours:	_____
CEU's (if applicable):	_____
This experience will assist my teaching by	_____
_____	
_____	
_____	
_____	
_____	
_____	
_____	
_____	

**C. Work Experience**

This is not simply utilizing one's skills and expertise during the summer. It is gaining new knowledge to expand one's professional expertise which will result in better or more relevant learning experiences for students. (Does not include

self-employment or work for MetroED)

Must be documented upon completion by:

- An official letter or document from an employer or professional colleague documenting the experience, noting dates and hours and types of learning covered
- Written narrative explaining how this experience assisted you with your classroom teaching. Please be specific

**Please complete the following:**

Company or Sponsor: _____
Location: _____
_____
Type of Experience: _____
_____
Dates and Hours: _____
This experience will assist my teaching by: _____
_____
_____
_____

***Application Submitted:***

Date: \_\_\_\_\_ Submitted by: \_\_\_\_\_  
Applicant's Signature

***Approval of Units Submitted:***

Date: \_\_\_\_\_ Approved by: \_\_\_\_\_  
SVCTE Director's Signature