

AGREEMENT
BETWEEN THE
EL MONTE UNION HIGH SCHOOL DISTRICT
AND
THE
EL MONTE UNION EDUCATION ASSOCIATION, (EMUEA)
CTA/NEA

Effective: August 31, 2009 – June 30, 2010

Board Report # 197

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AGREEMENT

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

ARTICLE 1
RECOGNITION

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

ARTICLE 2
ORGANIZATIONAL SECURITY

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4 1. Any member of the bargaining unit who is a member of the Association, or who has applied
5 for Association membership, may sign and deliver to the District an assignment form
6 authorizing deduction of unified membership dues and initiation fees. Such authorization for
7 payroll deductions for payment of membership dues shall continue in effect until revoked in
8 writing by the employee. Such revocation shall be valid only if submitted between July 1
9 and September 1.

10
11 2. Any unit member who is not a member of the Association or who does not make an
12 application for membership within thirty (30) days from the date of commencement of duties,
13 shall become a member of the Association or pay to the Association a fee in an amount not
14 to exceed the Association's initiation fee and periodic dues.

15
16 3. Any unit member who does not utilize the provisions of paragraph 1 above may arrange to
17 pay service fees directly to the Association in lieu of having such fees deducted from his/her
18 salary warrant; in the event such unit member is delinquent in payment of fees, the
19 Association shall so notify the District in writing and request that the District initiate
20 involuntary deductions pursuant to paragraph 4 below.

21
22 4. For unit members who have not executed voluntary written authorizations and/or for unit
23 members who are delinquent in the payment of service fees as described in paragraph 3
24 above, the District shall reduce the salary warrant for the payment of service fees to the
25 Association.

26
27 It is the express intention of the parties that the agency fee obligation outlined herein
28 constitutes a condition of continued employment and that the parties contemplate utilizing
29 the remedies provided for in Education Code section 45061 for enforcing this Article.

30
31 5. Dues and service fees withheld by the District shall be transmitted to the Association at the
32 address specified in writing by the Association for receipt of such funds. The District shall
33 not be obligated to put into effect any new, changed, or discontinued deduction until the pay
34 period commencing fifteen (15) work days or more after such submission. The District shall
35 also deduct from the salary of any teacher and make appropriate remittance for annuities,
36 credit union, savings bond, charitable donations, or any other plans or programs jointly

1 approved by the Association and the district upon appropriate written authorization from the
2 unit member.

3
4 6. Deductions for members of the bargaining unit who commence duties after the beginning of
5 the school year and, therefore, are not subject to deductions until after the beginning of the
6 school year, shall be prorated in such a manner that the employee will pay dues or fees only
7 in proportion to the number of school months during the school year in which he/she is a
8 member of the Association or otherwise subject to the terms of this Organizational Security
9 Clause. Any fraction of a month shall be counted as a full month.

10
11 7. No unit member shall be required to join the Association or to make an agency fee payment
12 if the unit member is an actual verified member of a bonafide religion, body or sect which
13 has historically held conscientious objections to joining or financially supporting employee
14 organizations; this exemption shall not be granted unless and until such unit member has
15 verified the specific circumstances. Such employee must, instead, arrange with the
16 Association to satisfy his/her obligation by donating the equivalent amount to a non-labor,
17 non-religion charitable fund, tax exempt under section 501 (c) (3) of the Internal Revenue
18 Code, chosen from the following list:

- 19
20 A. El Monte Union High School District Scholarship Fund
- 21
22 B. FACT (Foundation to Assist California Teachers)
- 23
24 C. City of Hope

25
26 The Association shall have the right to request reasonable verification of such payments in
27 the form of either cancelled checks and/or receipts.

28
29 8. For agency fee payers the District shall not deduct money specifically earmarked for ABC,
30 PAC or other political activities unless such deduction is affirmatively, separately and
31 specifically authorized in writing by the unit member.

32
33 9. The Association and/or its parent organization, CTA, agrees to indemnify and hold harmless
34 from liability and pay all legal fees and legal costs incurred in defending against any court
35 action and/or administrative action before the Public Employment Relations Board
36 challenging the legality or constitutionality of the agency fee provisions of this agreement or

1 their implementation; and shall have the exclusive right to decide representation and to
2 determine whether any such action or proceeding referred to in the above paragraph shall or
3 shall not be compromised, resisted, tried or appealed.
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1 ARTICLE 3
2 ASSOCIATION RIGHTS
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4 Subject to reasonable rules and regulations, the Association and its officers shall have the right
5 to use school buildings and facilities for Association activities only outside established work time
6 except: (a) when an authorized Association representative secures advance permission from
7 the Superintendent or his designee for use of school facilities within established work time; and
8 (b) when Association activities do not interfere with the rights of employees to refrain from
9 listening to or speaking with Association representatives.

10
11 Designated representatives of the Association shall be allowed to visit schools to conduct
12 Association business, provided upon arrival at any school, such representative shall make his
13 presence known to the principal or designee. In no event shall such representative interfere
14 with the instructional program of the school.

15
16 The Association agrees to pay a reasonable fee for any unusual wear or damage to District
17 facilities caused by Association activities.

18
19 The Association shall have the right to post notices with an appropriate Association
20 identification, regarding activities and matters of Association concern on designated bulletin
21 boards, at least one of which shall be provided at each school site in areas frequented by unit
22 members.

23
24 The Association may use the District mail service and mail boxes for communications to unit
25 members. Copies of all Association materials posted or generally distributed pursuant to this
26 Article shall be mailed to the Superintendent at the time the information is posted and/or
27 distributed.

28
29 The Association will not post or distribute information which it knows or has reason to believe is
30 false or defamatory. Such postings shall be subject to immediate removal by the District.

31
32 Provision will be made for Association announcements at the conclusion of each faculty
33 meeting.

34
35 Names, addresses and telephone numbers of all unit members shall be provided to the
36 Association without cost no later than December 1 of each school year. This requirement shall

1 not apply for employees who have requested that their addresses and/or telephone numbers
2 not be released.

3
4 The Association President or his/her designee shall have up to, but no more than, fifteen (15)
5 days leave during the school year for purposes of attending to Association business and/or
6 attending Association sponsored or related conferences. The Association will use its best
7 efforts to see that no more than five (5) days per year will be used by any one person other than
8 the President.

9
10 For each such day of Association leave for the president or his/her designee, the Association
11 shall reimburse the District for the full amount of compensation plus retirement benefits paid to
12 the president or designee.

1 ARTICLE 4
2 DISTRICT RIGHTS
3

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

17
18 The District retains its right to amend, modify or rescind policies and practices referred to in this
19 Agreement in cases of emergency; limited however to the actual duration of the emergency.
20 The determination of whether or not an emergency exists is solely within the discretion of the
21 District and is expressly excluded from the provisions of Article 5, entitled "Grievance/Arbitration
22 Procedure".

23
24 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District,
25 the adoption of policies, rules, regulations and practices in furtherance thereof and the use of
26 judgment and discretion in connection therewith, shall be limited only by the specific and
27 express terms of this Agreement, and then only to the extent such specific and express terms
28 are in conformance with law.

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36 ARTICLE 5

1 GRIEVANCE/ARBITRATION PROCEDURE

2
3 DEFINITIONS

4
5 A "Grievance" is an allegation by a unit member or the Association that he/she/it has been
6 adversely affected by a violation of the specific provisions of the Agreement. Actions to
7 challenge or change the policies of the District as set forth in the Rules and Regulations or
8 Administrative Regulations and Procedures must be undertaken under separate legal
9 processes. Other matters for which a specific method of review is provided by law, by the
10 Rules and Regulations of the Board of Trustees, or by the Administrative Regulations and
11 Procedures of this District are not within the scope of this procedure.

12
13 A "Day" is a day upon which unit members are regularly scheduled to work during the regular
14 school year.

15
16 The "Immediate Supervisor" is the lowest level administrator having immediate jurisdiction over
17 the grievant.

18
19 No reprisals shall be taken by the District or the Association against any party in interest.

20
21 GENERAL

22
23 Both parties agree that these proceedings will be kept as informal and confidential as may be
24 appropriate at any level of the procedure.

25
26 The time limits contained herein are considered maximum time limits; however, time limits may
27 be extended by mutual written agreement. In the event the grievant fails to meet a time limit,
28 such failure shall constitute a waiver of the grievance. In the event the District fails to meet a
29 time limit, such failure shall allow the grievant to proceed to the next level of the grievance
30 procedure.

31
32 GRIEVANCE STEPS

33
34 A. INFORMAL STEP

35 Before filing a formal written grievance, the grievant shall attempt to resolve
36 the grievance through an informal conference with the grievant's immediate

1 supervisor. Such conference, as well as actual formal filing of a written
2 grievance in the event the conference does not resolve the problem, must
3 take place within the applicable time limits as outlined in Step I below.
4

5 B. STEP I

6 No later than thirty (30) days following the act or omission giving rise to the
7 grievance, or, no later than thirty (30) days following the date upon which the
8 employee reasonably should have known of the act or omission, the grievant
9 must present such grievance in writing on an appropriate form to the
10 immediate supervisor.
11

12 The written grievance shall contain a clear, concise statement of the
13 grievance, the specific provision(s) of the Agreement allegedly involved, and
14 the specific remedy sought.
15

16 The immediate supervisor shall communicate a written decision to the
17 employee within ten (10) days after receiving the grievance. Within the
18 above time limits, either party may request a personal conference with the
19 other party.
20

21 C. STEP II

22 In the event the grievant is not satisfied with the decision at Step I, the
23 grievant may appeal the decision on the appropriate form to the
24 Superintendent or his designee within ten (10) days. Failure to meet this
25 time limit by the grievant shall constitute an automatic waiver and
26 withdrawal of the grievance.
27

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

34 D. STEP III

35 If the grievant is not satisfied with the disposition of the grievance at Step II,
36 or if no written decision has been rendered within the applicable time limits,

1 the grievant may, within ten (10) days after written decision is rendered or
2 should have been rendered, request in writing that the Association submit the
3 grievance to binding arbitration. A copy of such request shall be
4 simultaneously served upon the Superintendent. Within fifteen (15) days
5 after receipt of such request from the grievant, the Association by written
6 notice to the Superintendent may elect to submit the grievance to binding
7 arbitration.

8
9 In the event the parties are unable mutually to agree upon an arbitrator, they
10 shall request that a panel of seven (7) names be submitted to both parties by
11 the California State Conciliation Service. Upon receipt of the list of names,
12 the parties shall alternately delete names from the list until only one (1)
13 remains, and said last named shall be selected as the arbitrator.

14
15 The arbitrator's decision shall be final and binding upon the parties hereto,
16 and shall be in writing and shall set forth his findings of fact, his reasoning,
17 conclusions and remedy. The arbitrator's authority shall be limited to
18 deciding the issues submitted by the parties; and the arbitrator shall have no
19 power or authority to add to, subtract from, alter, delete, amend or modify the
20 terms of this Agreement or the written policies, rules, regulations and
21 procedures of the District. In the event the issue of arbitrability is raised, it
22 shall first be submitted to the arbitrator, prior to a consideration, if any, of the
23 merits.

24
25 All costs for the services of the arbitrator, including, but not limited to, per
26 diem expenses, travel and subsistence expenses and the cost of any hearing
27 room will be borne equally by the District and the Association. All other costs
28 will be borne by the party incurring them.

29
30 The processing of a grievance beyond Step II shall constitute a clear and
31 express election on the part of the grievant that the Grievance/ Arbitration
32 Procedure is the exclusive remedy for resolving the issues contained in the
33 grievance, and shall constitute a clear and express waiver of rights to utilize
34 any other legal or administrative forum.

35
36 MISCELLANEOUS

- 1
- 2 A. A unit member may be represented at all stages of the grievance procedure
- 3 by him/herself or, at his/her option, by a representative provided by the
- 4 Association. If the unit member is not represented by the Association or its
- 5 representative, the District shall not agree to a resolution of the grievance
- 6 without first providing the Association with a copy of the grievance, the
- 7 proposed resolution and an opportunity to respond.
- 8
- 9 B. The Association will exclusively receive time off from duties for the
- 10 processing of grievances herein for unit members who are designated as
- 11 Association representatives, subject to the following conditions:
- 12
- 13 (1) By no later than sixty (60) days following the signing of this
- 14 Agreement, the Association shall designate in writing to the
- 15 Superintendent the names of ten (10) unit members who are to
- 16 receive the time off; changes shall be given to the Superintendent in
- 17 writing as they occur.
- 18 (2) Twenty-four (24) hours prior to release from duties for grievance
- 19 processing the designated representative must inform the immediate
- 20 supervisor in order that substitute service may be obtained, if such is
- 21 necessary.
- 22 (3) That time off shall be limited solely to one (1) designee representing a
- 23 grievant, and the grievant, in a conference with a management
- 24 person; and
- 25 (4) Under no circumstances shall this time off include use of time for
- 26 matters such as investigating grievances, gathering information,
- 27 interviewing witnesses, or preparing a presentation.
- 28
- 29 C. The District shall maintain separate grievance files for documents,
- 30 communications and records dealing with the processing of grievances.
- 31
- 32 D. If a grievance arises from action or inaction on the part of an administrator
- 33 above the level of the grievant's immediate supervisor, the grievant, subject
- 34 to the applicable time limits, may submit the grievance in writing to the
- 35 Superintendent or his designee. Nothing herein shall prevent or preclude the
- 36 grievant from attempting to resolve the grievance through an informal

1 conference with his immediate supervisor subject to applicable time limits.

- 2
- 3 E. While the decision of the arbitrator herein is final and binding, nothing in this
- 4 Agreement shall preclude the parties from seeking to confirm, vacate or
- 5 correct the arbitrator's award pursuant to California Code of Civil Procedure.
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ARTICLE 6

NO STRIKE -- NO LOCKOUT

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

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

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

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

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

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

ARTICLE 6 A

1 UNAUTHORIZED ABSENCE

2
3 An employee is deemed to be on unauthorized absence at such time and on such occasions as
4 the employee may absent himself/herself from required duty hours as defined in this contract.
5

6 Unauthorized absence shall constitute a breach of contract, and therefore, may result in the
7 initiation of dismissal procedures, loss of salary, or such other disciplinary action as may be
8 deemed appropriate. Unauthorized absence of less than one day shall be prorated by the half
9 day and anything over one-half day shall be considered a full day.
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11 Misuse of leave shall result in a pay deduction equal to the schedule compensation for the
12 actual misused time.
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35 ARTICLE 7
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NON-DISCRIMINATION

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

The parties agree that sexual harassment is prohibited.

ARTICLE 8

HOURS

Except as otherwise provided herein, teachers shall report for duty 7:45 a.m. and remain on duty until 2:50 p.m.; unit members who volunteer to teach a zero period shall report for duty at 6:50 a.m. and remain on duty until 1:55 p.m.

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

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

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

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

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

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

With concurrence of site administration and 75% of site certificated staff a school may adjust its

1 scheduling of instructional and preparation periods so long as the current instructional minutes
2 and preparation time are maintained on a weekly basis.

3
4 Except for assignments required under Article 17, Emergency Leave, unit members assigned to
5 substitute for absent unit members shall be paid \$38.76 for each period of substitution, provided
6 the substitute time is required as follows:

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

11
12 Counselors shall report for duty at least thirty (30) minutes before the beginning of the regular
13 school day and remain on duty at least twenty-five (25) minutes after the close of the regular
14 school day; counselors shall also work ten (10) days in addition to the regular 182 day work year.

15
16 Counselors may be released to leave campus for home calls upon prior approval of the site
17 administrator or his designee.

18
19 Counselors may be assigned to lunchtime supervision on a rotating basis, either daily or weekly.

20
21 Counselors may be granted release time for attendance at approved or required conferences.

22
23 No unit member shall be regularly assigned to a split shift without his/her consent.

24
25 The District reserves the right to assign teachers of mathematics, science, business education
26 and certain other selected disciplines to a sixth teaching period when appropriate to do so for a
27 full semester, full school year or at least seventy-five percent (75%) of a full school year. The
28 District will utilize only qualified volunteers for such assignments.

29
30 When more than one qualified volunteer applies for a sixth period teaching assignment, tenured
31 teachers shall be selected over probationary teachers.

32
33 The number of teachers so assigned will not exceed twenty-five (25) in any one semester. The
34 District will notify the association's building representative of vacancies and assignments
35 pursuant to this clause. In the event of such assignment, the teacher at a site with a traditional
36 bell schedule will be compensated therefore at the rate of an additional one-sixth (1/6) of his/her

1 daily rate. The teacher at a site on a seven-period block schedule will be compensated at the
2 rate of an additional one-seventh (1/7) of his/her daily rate. For such teachers the first six (6)
3 days of sick leave during any one school year will also be paid for at the additional one-sixth
4 (1/6) and one-seventh (1/7) of the teacher's daily rate.

5
6 A classroom teacher selected as general chairman of the Accreditation Committee shall have
7 one period of released time scheduled for the first semester of the year in which he/she serves
8 for purposes of fulfilling the chairman's responsibilities.

9
10 Staff Development/Late Start Days/Early Release Days (Ledesma). Unit members shall
11 participate in late start days or early release days for staff development as scheduled
12 collaboratively by school site administration and the school curriculum committee and/or
13 department chairs and/or school site council and/or action plan committee and/or leadership
14 committee and/or other interested staff members.

15
16 The implementation and existence of such staff development program shall not be interpreted to
17 preclude the District from scheduling voluntary in-service programs during teachers' conference
18 periods.

19
20 IEP Review. A regular classroom teacher assigned Individuals with Exceptional Needs (IWENS)
21 shall, upon request, be entitled to use one period per semester per six assigned IWENS to
22 review one or more of their IEPs; such period shall be during the contract day and scheduled
23 without loss of compensation or instructional planning time. The request and review shall take
24 place within thirty (30) days following the student's arrival in the requesting unit member's class.

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34 ARTICLE 8 A
35 CALENDAR
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1 The calendar shall be established informally through a meeting or meetings of subcommittees
2 consisting of District and Association representatives. The District reserves the right to
3 schedule the opening day of school. If, in any one school year, three of the five elementary
4 feeder districts schedule spring break for the midway point of the second semester then, in that
5 event, the District will schedule its spring break at the midway point of the second semester.
6 The Association may request formal meeting and negotiations in connection with the calendar
7 only in the event the District proposes to increase the number of required working days over the
8 currently scheduled 182.

9
10 The agreed upon calendar for 2008-2009 contains the following basic elements:

11		
12	Teaching Days	180
13	Teacher Work Days	182
14	Counselor/CWA Work Days	192
15	August 25, 2008	First day for teachers new to District
16	September 2, 2008	First day for continuing teachers
17	September 3, 2008	First day of school
18	June 17, 2009	Last teaching day
19	June 18, 2009	Last teacher workday
20		

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

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34 ARTICLE 8 B
35 RESTRUCTURING
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1 The parties recognize that restructuring items are experimental and limited to specific sites
2 where by consensus, the administrators and certificated staff have requested such items on a
3 yearly basis.

4
5 A. STAFFING

- 6 1. Lead Teacher—Effective with the beginning of the 2003-2004 school
7 year, the Lead Teacher designation shall be replaced by Department
8 Head designation and compensation shall be per the Department
9 Head salary schedule.
- 10 2. Career Path Coordinators--Teachers assigned as Career Path
11 Coordinators shall be assigned two non-teaching periods in addition
12 to a conference period; additionally they shall receive an annual
13 stipend of \$1,600.
- 14 3. Stipends provided for herein will be included in base salary and paid
15 on a tenths basis.

16
17 B. ADVISORY PERIOD

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

21
22 C. SITE SCHEDULING

23 Beginning with the 2004-2005 school year, individual sites may adjust their
24 schedules to provide for banking minutes and setting aside blocks of time to
25 be used for additional planning, accreditation, inter-departmental exchanges,
26 or department meetings, subject to the following conditions:

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

34 D. SITE- BASED GRANTS

35 At the time an application for a site-based grant is submitted, the site
36 administrator shall notify the EMUEA Site Director and provide a complete copy of

1 the grant application. The Association retains the right to bargain impacts within the
2 scope of representation.

3
4 ARTICLE 8 C

5 JOB SHARE

6
7 Effective the beginning of the 2004-2005 school year, a job share program shall be available to
8 full time permanent teachers and other permanent full time bargaining unit members subject to
9 the following conditions:

- 10
11 1. The site administrator and the District may agree to allow two full time permanent
12 teachers voluntarily to participate in job-sharing one full time teaching
13 assignment at a school site. Applications from teachers then currently teaching at
14 the job share site will be given preference over applications from a teacher from
15 another District site. The teachers' request to job-share must be made by May 1st
16 of the school year preceding the year for which the team requests the job-share
17 agreement. The district shall approve or deny requests and notify, in writing, the
18 applicants of its decision by May 30th. If a request is denied, the applicants shall
19 be notified in writing, of the specific reasons for the denial. Upon approval, both
20 team members shall sign a Job-share Agreement incorporating their plan and the
21 terms and conditions of this Article.
- 22 1.1 The terms and conditions of this Article shall apply to full time permanent
23 bargaining unit members in other certificated positions. In such cases the District
24 level Administrator in charge of the employees' particular program or programs
25 shall assume the responsibilities and duties applicable to site administrators as
26 outlined in paragraph 1 above. Job Shares shall be limited to employees in the
27 same classification.
- 28 2. Each job team member must meet all the credential and job description
29 requirements for the position, and must have an overall rating of satisfactory or
30 above on their most recent evaluation of instructional performance.
- 31 3. The request must include a work schedule acceptable to the site administrator
32 and to the District. The proposed schedule shall be attached to the request.
33 Options for such schedule include, but are not necessarily limited to (i) M-T, W-
34 TH, alternate Fridays (or Mondays, Wednesdays, etc.), (ii) every other day, (iii)
35 every other week, (iv) every other quarter, (v) 1st or 2nd semester, split days
36 provided the number of periods taught equals out over the term of the job share

1 or in the case of other unit members the number of hours must equal out.

2 4. In order to be approved the request must first receive a positive recommendation
3 from the site administrator or Program Director or Administrator. The request is
4 also subject to approval of the Superintendent or his/her designee. The decision
5 to approve or disapprove a request is solely within the discretion of the District
6 and site administrator or Program Director or Administrator. The District shall not
7 grant requests based upon one or both team members' requesting the time off in
8 order to engage in outside employment.

9 5. The job-share responsibilities of each team member shall be agreed on by the
10 team and the District prior to commencement of duties and subject to the
11 conditions herein:

12 a. Each member shall attend all required meetings, as well as fulfill all
13 professional responsibilities normally assigned to a full-time employee.
14 Unless excused from the responsibility by the District, each team member is
15 required to attend Open House, Back-to-School Night, District in-service
16 meetings, parent conferences, and staff meetings or other conferences as
17 assigned by the principal or Program Director or Administrator. If the
18 configuration of the job-share is such that attendance at some of the above
19 responsibilities is impractical (for example, first semester/second semester;
20 month on/month off) it shall be noted in the Job-Share Agreement. The above
21 depicted activities may vary depending upon the particular classification
22 involved in the team.

23 b. In the event of illness of one of the team members, the other team member
24 will substitute, unless a prior commitment makes that person unavailable; in
25 instances where the job-share member substitutes for his/her job-share
26 partner, the absent member shall have the amount of sick leave utilized
27 deducted and the substituting partner may elect to be credited with an
28 equivalent amount, in half-day increments, or to be paid at the applicable
29 period substitute rate. Such election must be made at the beginning of the
30 school year and is binding for the full school year.

31 6. The initial request must provide a plan for completing the job-share in the event
32 one of the team cannot complete his or her commitment because of compelling
33 circumstances which were unforeseen at the time of beginning the job-share
34 assignment. The dissolution plan shall consist of at least two options: The first
35 option shall be that the other team member will complete the assignment. The
36 second option shall be as submitted in the team's request. Such options shall be

1 designed to make the dissolution and transition as smooth as possible. The
2 parties recognize that dissolution under the circumstances described above, may
3 require a change in the dissolution options and that adjustments may have to be
4 made accordingly.

- 5 7. The language in paragraph 6 above does not modify the District's right to
6 terminate a job-share arrangement at any time upon 30 days' written notice to
7 the team members. If the District terminates the arrangement, each team
8 member shall be reinstated to a full-time position for the remainder of the school
9 year unless the team member requests and receives an unpaid leave of
10 absence. Such termination, if any, will be based upon performance and/or
11 behavior reasons and will not be done arbitrarily or capriciously.
- 12 8. The salary of each team member shall be based upon the percentage of time
13 assigned to the team member as compared to a full-time position (for example, a
14 team member assigned to work half-time shall receive one-half salary).
 - 15 a. For purpose of advancement on the certificated salary schedule based upon
16 years of experience, one year's incremental movement will be permitted
17 provided the affected employee has not received an unsatisfactory evaluation
18 and the member has actually served 90% of his/her job-share year.
 - 19 b. The District's required contribution for the Health and Welfare Benefits
20 package for each team member shall be pro-rated on the same basis as the
21 team member's salary, or can be waived by one member of the team, if that
22 individual executes a written authorization. If one member of the team waives
23 his or her share of the benefits, all benefits for the job-share position will be
24 paid on behalf of the other team member. If both members decide to continue
25 participation in the District's Health and Welfare Benefits programs they shall
26 pay the required amounts through payroll deduction.
- 27 9. The status and progress of the team's job share program shall be evaluated
28 quarterly.
- 29 10. Between March 1st and May 1st of each school year, a team may request that the
30 District extend their current job-share arrangement for the following school year.
31 The request must meet all the requirements set forth in this Article for reviewing
32 an initial job share request. If the District does not extend the job-share
33 arrangement, each team member shall be returned to the position they
34 previously held if the position is vacant or filled by a substitute or temporary
35 teacher or temporary employee; otherwise, shall be given priority in the transfer
36 process, provided, further, the position has not been eliminated or the member

1 has not been disqualified from employment for other legal reasons.

- 2 11. If a unit member is in a job-share assignment and elects to return after the first
- 3 year to full-time employment, the unit member will be returned to his/her original
- 4 school or job site. If a unit member is in a job-share assignment for more that one
- 5 (1) year and elects to return to full-time employment, the unit member will be
- 6 assigned to the first available full-time position in the classification held
- 7 immediately preceding the job-share. The Association and District recognize that
- 8 a member on job share is the equivalent of a member on part-time leave and,
- 9 therefore, the District may classify as “temporary” an employee or employees
- 10 hired to replace the job share employee(s).

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35 ARTICLE 9
36 EVALUATION PROCEDURE

1
2 At the beginning of the school year, the principal shall review appraisal procedures with his
3 faculty. The appraisal of a teacher shall be based upon a sufficient number of classroom visits
4 to enable the administrator to form a valid opinion of the teacher's work. Effective beginning the
5 1995-96 school year, classroom visits for teacher appraisal may be made by the Principal; any
6 site based Assistant Principal or Director who is an immediate supervisor who has received
7 training in evaluation and documentation may also perform classroom appraisals and/or unit
8 member evaluation.

9
10 For probationary teachers, at least one classroom observation shall be for an entire period and
11 shall be preceded by a pre-observation conference where the lesson to be observed is
12 discussed. Following such observation, there shall be a post-observation conference where the
13 observation report shall be reviewed and signed. A copy shall be provided for the teacher.

14
15 The "Appraisal Report for Classroom Teachers" shall be filled out in ink and sent to the District
16 Superintendent at least once a year for all probationary teachers and at least once every other
17 year for permanent teachers. Forms for probationary teachers are due on December 15 and/or
18 March 10 each year. Forms for permanent teachers are due on or before May 10.

19
20 A post-evaluation conference will be scheduled at which each teacher shall receive a copy of
21 the completed evaluation within ten working days of completion of the evaluation and at least
22 thirty days prior to the close of school. Each teacher shall sign the "Appraisal Report for
23 Teachers" showing only that the teacher has seen and received a copy of the form.

24
25 Overall ratings of "satisfactory" or above will not be subject to the grievance procedure.

26
27 No teacher will be evaluated based upon environmental factors over which the teacher has no
28 control; provided, however, that the teacher has reported the conditions to the site administrator
29 and has made the appropriate request to correct the situation.

30
31 A unit member who receives an overall rating of unsatisfactory shall not be eligible for step
32 increment for the year following the unsatisfactory evaluation. Resolution of the grievance
33 procedure favorable to the employee will restore step placement retroactive to the beginning of
34 the school year.

35 Effective with the 2005-2006 school year, permanent teachers of core academic subjects who
36 (1) have been employed by the District for at least ten (10) years; (2) who are 'highly qualified'

1 as defined in 20 U.S.C. section 7801; and (3) whose previous evaluation rated the employee as
2 meeting or exceeding standards shall be evaluated at least every five (5) years provided the
3 evaluator and the evaluatee agree. Either the evaluator or the evaluatee may withdraw their
4 consent at any time. The decision to withdraw consent shall not be subject to the
5 grievance/arbitration provisions of this Agreement; however, the evaluator or evaluatee shall
6 schedule a conference with one another to discuss the withdrawal of consent.

7
8 The District and Association shall review procedures which might be utilized to broaden the
9 scope of this paragraph to include permanent bargaining unit members who are not teachers of
10 core academic subjects.

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35 ARTICLE 10
36 PERSONNEL FILES

1
2 Materials in the personnel files of employees, which may serve as a basis for affecting the
3 status of their employment, are to be made available for the inspection of the person involved.
4

5 Such material is not to include ratings, reports or records which:
6

- 7 1) were obtained prior to the employment of the person involved;
- 8 2) were prepared by identifiable examination committee members; or 3)
9 were obtained in connection with promotional examination.

10
11 Every employee shall have the right to inspect such materials upon request; the inspection may
12 be during non-working time or the unit member's conference or other non-teaching period. The
13 personnel files herein referred to are the official District personnel files maintained in the District
14 office and representatives of the District personnel office shall be present during the time of
15 inspection of the file by the employee making the request. Any person who causes material to
16 be placed into a teacher's personnel file shall sign and date such material. Information of a
17 derogatory nature shall not be entered or filed unless and until the employee is given notice and
18 an opportunity to review and comment thereon. An employee shall have the right to enter, and
19 have attached to such derogatory statement, his own comments thereon. Upon request by the
20 unit member such review shall take place during conference period or other non-teaching time
21 and the employee shall be released from duty for this purpose without salary reduction. The
22 unit member may conduct such review during non-working time, provided it is during normal
23 business hours.
24

25 An employee, while inspecting his personnel file, may be accompanied by a representative of
26 his choice.
27

28 An employee shall be entitled to obtain copies of materials subject to his inspection, provided he
29 reimburses the District for the reasonable cost of producing the copies.
30

31 The official District personnel files shall be available on only a need-to-know basis.
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35 ARTICLE 11
36 LEAVES OF ABSENCE

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

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

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

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

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

ARTICLE 12
ACCUMULATIVE SICK LEAVE

1
2 Twice each year accumulated sick leave shall be accurately reported to each teacher by the first
3 of December and by the first of June. The District shall bear responsibility for all errors in sick
4 leave computation and make restitution where errors are discovered.
5

6 Certificated employees employed for ten (10) school months shall be entitled to ten (10) days
7 sick leave as of the first day of school in any school year, if on a full-time basis with full pay.
8

9 Certificated employees employed for twelve (12) school months shall be entitled to twelve (12)
10 days sick leave as of the beginning of the fiscal year (July 1) if on a full-time basis with full pay.
11 Those employed on a full-time basis for other time periods than ten (10) or twelve (12) months
12 shall be entitled to a proportionate amount of sick leave. Accumulative sick leave may not be
13 earned in excess of a maximum of twelve (12) days per year.
14

15 An employee who has exhausted his/her personal necessity leave may use up to eight (8)
16 additional days of accumulative sick leave for purposes of serious illness in the immediate
17 family. "Immediate family" means the mother, father, grandmother, or grandfather of the
18 employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter,
19 daughter-in-law, brother or sister, grandchild, step-parent, step-child, foster parent, foster child,
20 legal guardian, brother-in-law, sister-in-law of the employee; or any person living in the
21 immediate household of the employee provided that such person is the employee's "significant
22 other" or "partner".
23

24 Anytime that a certificated employee does not take the full amount of sick leave allowed in any
25 school year, the amount not taken shall be accumulative from year to year.
26

27 After all earned leave as set forth above, is exhausted, additional non-accumulated leave shall
28 be available for a period not to exceed five (5) school months. The amount deducted for leave
29 purposes from the unit member's salary shall be the lower of a) one-half the employee's daily
30 rate or (b) the amount actually paid a substitute employee to fill the position during the leave,
31 or, if no substitute is employed, the amount which would have been paid to a substitute.
32

33 An employee shall not be provided more than one five (5) month period per illness or accident.
34 However, if a school year terminates before the five (5) month period is exhausted, the
35 employee may take the balance of the five (5) month period in a subsequent school year.
36

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

12
13 Upon request by District management, unit members shall be required to present a certificate
14 verifying the personal illness or injury; the form to be utilized and the source, whether employee
15 or doctor, shall be at the sole discretion of the District. If the illness or injury exceeds three
16 consecutive days, the District may require a certified medical specialist to visit the unit member
17 and make all necessary inquiries in order to be fully informed as to the nature and severity of
18 the illness or injury, and to report such findings to the Superintendent or his designee.

19
20 If after investigation the District concludes that the absence is not due to personal illness or
21 injury, or that the illness is not sufficiently severe to warrant continued absence, then the
22 Superintendent or designee, after notice to the unit member, may retroactively refuse to grant
23 such leave. If requested by District management, the unit member shall not return to work until
24 he/she submits a medical doctor's authorization to return to work.

25
26 Whenever possible, a unit member must contact his immediate supervisor as soon as the need
27 to be absent is known, but in no event less than two hours prior to the start of the work day to
28 permit the employer time to secure substitute service. Failure to provide adequate notice shall
29 be grounds for denial of leave with pay or other disciplinary action.

30
31 A unit member who is absent for one (1) hour shall have one (1) hour deducted from the
32 accumulated leave; if the absence is for any portion of an hour it shall count as a full hour.

33 A unit member shall not be allowed to return to work and shall be placed on leave without pay if
34 the employee fails to notify the District of the employee's intent to return to work at least two
35 hours prior to the close of the preceding work day if such failure results in a substitute being
36 secured.

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ARTICLE 12 A
FAMILY LEAVE

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Any full-time bargaining unit member who has served the District for at least one (1) continuous school year shall be eligible to take unpaid Family Care Leave under the provisions of Government Code 12945.5 section and PL 103-3. Such leave shall be counted and run concurrently with applicable District leaves of absence.

ARTICLE 12 B
CATASTROPHIC SICK LEAVE

1
2 Catastrophic Sick Leave Bank
3

- 4 1. To be an eligible participant in the Catastrophic Sick Leave Bank (“Bank”), a permanent
5 certificated employee must donate one (1) day of sick leave during the open enrollment
6 period of its first year of operation and one (1) day each year thereafter. Eligible donors
7 must, at the time of donation, have at least fourteen (14) days of accrued sick leave in their
8 account. If the total number of days in the Bank exceeds 1000 at the first of September of
9 any year, members who have previously donated will be exempt from donations that year.
10 New members wishing to enter the bank will be required to donate one (1) day during the
11 open enrollment period in the year they join regardless of the total number of days in the
12 Bank. No sick leave may be surrendered or drawn for purposes of summer school.
- 13 2. Sick leave day contributions will be authorized on the appropriate form.
- 14 3. Following the initial enrollment, a certificated employee may only join the Sick Leave Bank
15 during the annual open enrollment period.
- 16 4. Certificated employees otherwise eligible for Catastrophic Sick Leave during the initial open
17 enrollment period may apply for a donation from the Bank without making a prior donation.
- 18 5. Donations of sick leave days to the Bank shall be irrevocable. Sick leave, which is donated
19 under this section, shall be deducted from the donating employees’ accrued sick leave.
- 20 6. Subject to all terms and conditions herein, a permanent certificated employee may donate
21 up to five (5) additional days per year, earmarked for a specifically named employee who is
22 eligible to draw from the Bank. If the sick leave day donation for specifically named
23 employee is refused by the Catastrophic Sick Leave Committee, the donation form will be
24 returned to the donor and the sick leave days will not be deducted from the donor’s sick
25 leave account.
- 26 7. A catastrophic injury or illness shall be defined as: any injury or illness which incapacitates
27 a certificated employee for a period of time in excess of sixty-six (66) days, or which, based
28 upon competent medical evidence, is predicted to incapacitate the employee for at least
29 sixty-six (66) working days. The fact that differential sick leave is required to be used does
30 not, standing alone, assist in defining an illness or injury as “catastrophic”.
- 31 8. A certificated employee who qualifies for catastrophic injury or illness leave may not draw
32 upon the Bank until all fully paid illness or injury leave is exhausted. Upon exhaustion of
33 fully paid leave, the certificated employee may use up to 40 days of catastrophic leave.
34 Thereafter the employee may utilize his/her differential sick leave and, if approved by the
35 Committee, may apply for up to 40 days of supplemental leave from the Bank. In the event
36 the district shall pay the employee full pay, the bank shall be charged one sick leave day

1 and available differential leave shall be reduced on a one-for-one basis.

2 9. Because of the availability of temporary disability supplemental payments, leave from this
3 Bank may not be used for illness or disability which qualifies the certificated employee for
4 Industrial Accident or Illness leave.

5 10. General responsibility for administering and implementing the Sick Leave Bank shall rest
6 with the Joint Catastrophic Sick Leave Bank Committee ("Committee"). The certificated
7 employee who receives leave from the Bank shall furnish all requested medical information
8 deemed necessary by the Joint Catastrophic Sick Leave Bank Committee ("Committee").
9 The Committee determines the employee's eligibility to receive donated leave under this
10 section. Upon request by the Committee, the certificated employee shall submit a
11 "Certificated Sick Leave Bank Request for Withdrawal" form for the release of medical
12 information. The Committee shall be entitled to obtain an independent medical evaluation to
13 determine a certificated employee's right to receive leave from the Bank.

14 11. A certificated employee who wishes to donate sick leave shall submit a "Certificated Sick
15 Leave Bank Deposit" form with the Payroll Department. This form authorizes the donation
16 to the Bank and the assignment of the leave to the Bank or a specified individual. No
17 surrender or assignment shall be effective until approved by the Joint Catastrophic Sick
18 Leave Bank Committee. The decision of the committee shall not be subject to the grievance
19 procedure, but may be reviewed upon appeal to the Committee.

20 12. A certificated employee who has submitted a request to donate sick leave, and a
21 certificated employee who receives leave from the Bank, shall each execute an agreement
22 satisfactory to the Committee. The agreement will confirm the understanding of each the
23 donation of sick leave is voluntary. The agreement will also provide that each certificated
24 employee agrees to indemnify and hold the Committee harmless from any claim, demands,
25 or causes of action related to the donation.

26 13. No action taken by the Committee under this section shall be subject to the grievance
27 procedure of the agreement. The Committee shall be composed of four (4) members, two
28 (2) appointed by the District and (2) appointed by the El Monte Union Educators
29 Association ("EMUEA"). A certificated employee dissatisfied with any action taken or
30 decision made by the Committee concerning the Catastrophic Leave Plan herein provided
31 may submit a request for an appeal for reconsideration with additional supportive
32 documentation. No request for appeal shall be considered by the Committee unless the
33 request for appeal is submitted no later than ten (10) working days after notice of the action
34 or decision in question. A tie vote represents a denial of the request. The committee shall
35 have no jurisdiction to hear any request which is not submitted within the required time
36 frame. The Committee shall review timely matters which are submitted to it. The committee

1 shall prepare a written report regarding the matter submitted to it. The report shall be
2 submitted to the District Superintendent.

3 14. Subject to the conditions in paragraph 8, above, the maximum number of donated sick days
4 (differential of full) allowed to one member for a single catastrophic injury/illness shall not
5 exceed forty (40) workdays. The certificated employee may request up to an additional forty
6 (40) donated days should the condition continue, by filing an additional request for
7 consideration by the Committee.

8 15. If there are insufficient days in the Bank, there is no obligation to grant leave hereunder, in
9 whole or in part. Neither the District, nor Association, nor the Committee shall be legally
10 responsible if there are insufficient days in the Bank to provide a Catastrophic Sick Leave
11 donation. The Committee shall be responsible for informing certificated employees of
12 solicitations for donations earmarked for the Bank.

13 16. If any provision of this section is held to be unlawful, then this entire section shall be null
14 and void. This section supersedes any obligation of the District under Education Code
15 section 44043.5.

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35 ARTICLE 13
36 INDUSTRIAL INJURY AND ILLNESS LEAVE

1
2 A probationary or permanent certificated employee who is absent because of injury or illness
3 which arose out of and in the course of his employment, and for which he is receiving temporary
4 disability benefits under provisions of the Worker's Compensation Insurance Fund, shall be
5 entitled to industrial injury or illness leave under the following rules and regulations:
6

7 These benefits shall be granted to probationary and permanent certificated employees.
8

9 Allowable leave shall be for a maximum of sixty (60) days during which the schools of the
10 District are required to be in session or when the employee would otherwise have been
11 performing work for the District in any one fiscal year for the same accident.
12

13 Allowable leave shall not be accumulated from year to year.
14

15 Industrial accident or illness leave shall commence on the first day of absence.
16

17 When a person is absent from his duties on account of an industrial accident or illness, he shall
18 be paid such portion of the salary due him for any month in which the absence occurs as when
19 added to his temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code
20 will result in a payment to him of not more than his full normal salary.
21

22 Industrial accident or illness leave shall be reduced by one day for each day of authorized
23 absence regardless of a temporary indemnity award.
24

25 When an industrial accident or illness leave overlaps into the next fiscal year, the employee
26 shall be entitled to only the amount of unused leave due him for the same illness or injury.
27

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

35 During any paid leave of absence, the employee shall endorse to the District the temporary
36 disability indemnity checks received on account of his industrial accident or illness. The District,

1 in turn, shall issue the employee appropriate salary warrants for payment of the employee's
2 normal salary and shall deduct normal retirement and other authorized contributions. Reduction
3 of entitlement to sick leave shall be equal to the difference paid by the District and made only in
4 accordance with this Section. The responsibility for reporting the receipt and endorsement of
5 temporary disability indemnity checks to the District Business Office rests solely upon the
6 employee.

7
8 The District reserves the right to require an employee to furnish proof of the cause of absence.

9
10 Any employee receiving benefits as a result of this Section shall, during periods of injury and
11 illness, remain within the State of California unless the Board of Trustees authorizes travel
12 outside the state.

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35 ARTICLE 14
36 MATERNITY LEAVE

1
2 Unit members shall be entitled to use personal illness leave as set forth in this Agreement for
3 disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom
4 on the same terms and conditions governing leaves of absence for other illnesses, injuries, or
5 medical disabilities. Such leaves shall not be used for childcare, childrearing or preparation for
6 childbearing, but shall be limited to those disabilities caused or contributed to by pregnancy,
7 miscarriage, childbirth or recovery therefrom.

8
9 The length of such pregnancy disability leave, including the date on which the leave shall
10 commence and the date on which the employee's duties are to be resumed, shall be determined
11 by the employee and the employee's physician, subject to the following conditions: A pregnant
12 employee may continue in active employment as late into her pregnancy as she desires,
13 provided she is able properly to perform her required duties and responsibilities and has
14 submitted the necessary doctor's certificate.

15
16 The date on which the employee shall resume duties shall be determined by the employee on
17 leave and the employee's physician; provided, however, that District management may require
18 a verification of the extent of disability.

19
20 Unit members shall be entitled to leave without pay or other benefits for disability caused or
21 contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, when all current,
22 accumulated and differential pay sick leave has been exhausted.

23
24 This article shall be interpreted and applied as requiring the District to grant leave with pay only
25 when it is necessary to do so in order that leaves of absence for disabilities caused or
26 contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for other
27 illnesses, injuries or disabilities.

28
29 An employee on pregnancy disability leave for one semester or less shall be entitled to return to
30 the same assignment held at the time such leave commenced, unless such assignment has
31 been discontinued, in which case the employee shall be entitled to return to an assignment
32 comparable to the assignment held at the time such leave commenced. In any case, the
33 assignment of the employee upon return to work shall be comparable to that held at the time
34 pregnancy disability leave began. "Comparable" means same educational level and also
35 means immediate assignment within major and/or minor teaching fields whenever possible,
36 except by request of the employee and subject to availability of the position.

1
2 The salary schedule position and movement of an employee shall not be interrupted because of
3 pregnancy disability leave of one year or less in length.
4

5 Whenever the District determines that it may be appropriate to require additional verification of
6 the extent of any and/or all of the disabilities referred to above, said verification may be
7 achieved through one of the following two methods -- the option to be exercised by the affected
8 employee; in the event the employee does not exercise an option upon request, the District may
9 proceed with option "A" below:
10

- 11 A. District management may require verification of the extent of disability
12 through a physical examination by a physician appointed by the District at the
13 District's expense; or
14
- 15 B. An additional medical examination shall be conducted by the employee's
16 physician at District's expense. In the event the employee chooses to
17 exercise this option, the employee's physician's verification shall be on a form
18 provided by the District.
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35 ARTICLE 15
36 PARENTAL LEAVE

1
2 Leave without pay or other benefits may be granted to a unit member for preparation for
3 childbearing and for childrearing.
4

5 The unit member shall request such leave as soon as practicable, but under no circumstance
6 less than twenty (20) work days prior to the date on which the leave is to begin. Such request
7 shall be in writing and shall include a statement as to the dates the employee wishes to begin
8 and end the leave. Written rationale for a denial shall be given to the employee.
9

10 The duration of such leave shall consist of no more than twelve (12) consecutive months and
11 shall automatically terminate on June 30 in the school year in which such leave is granted. An
12 extension of leave may be granted, not to exceed an additional twelve (12) months.
13

14 There shall not be a diminution of employment status for taking a parental leave except that no
15 person shall be entitled to compensation, increment, or the accrual of seniority for layoff or
16 reduction in force purposes, nor shall the time taken on parental leave count toward credit for
17 probationary teachers in earning tenure status.
18

19 The unit member is not entitled to the use of any accrued sick leave or other paid leave while
20 such employee is on childbearing preparation leave or leave for child rearing.
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35 ARTICLE 16
36 BEREAVEMENT LEAVE

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2 All regular employees shall be allowed a leave of absence for up to five (5) days on full pay
3 when such absence is occasioned by reason of each death in the immediate family of such
4 person and the time is needed to attend and/or arrange for the funeral.; employees who must
5 travel more than 2000 miles one way shall be allowed up to an additional two (2) days of leave.
6 Upon request, employee shall submit proof of travel.
7

8 Members of the Immediate Family - Members of the immediate family means the mother, father,
9 grandmother, or grandfather of the employee or of the spouse/registered domestic partner of
10 the employee, and the spouse, registered domestic partner, son, son-in-law, daughter,
11 daughter-in-law, brother or sister, grandchild, step-child, foster parent, foster child, legal
12 guardian, brother-in-law, sister-in-law of the employee; or any person living in the immediate
13 household of the employee provided that such person is the employee's "significant other" or
14 "partner".
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34 ARTICLE 17
35 EMERGENCY LEAVE
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1 Unforeseen circumstances may occur during an employee's assigned hours of service or in
2 transit thereto which he cannot reasonably be expected to disregard and which may require his
3 immediate attention.

4
5 These may include:

6
7 The death of a member of the employee's immediate family;

8
9 An accident involving the employee's property or the person or property of a member of the
10 employee's immediate family; and

11
12 Imminent danger to the home of an employee, occasioned by a factor such as flood, fire, or
13 earthquake, or any other such matter which cannot be ignored.

14
15 A teacher who, during the regular class period, must leave the classroom because of the need
16 to attend to a personal matter such as listed above, shall not lose salary for emergency leave
17 nor shall time be deducted from sick leave; subject, however to the following conditions:

- 18
19 1. The employee is not informed of said occurrence until he has reported to work or the
20 occurrence actually happened while in transit thereto; and
21
22 2. This leave is limited to the day of the occurrence; if additional days are necessary, they
23 must be applied for under other leave provisions of this Agreement.

24
25 The District shall make a good faith effort to distribute emergency assignments as equitably as
26 possible.

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34 ARTICLE 18
35 MILITARY LEAVE
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1 Employees shall be eligible for military leave as provided in applicable State and Federal laws.
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34 ARTICLE 19
35 CONFERENCE LEAVES
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1 The Superintendent will have the authority to recommend to the Board of Trustees for approval
2 all conferences for the current school year. Recommendations for approval will be based on the
3 educational needs and interests of the District and its ability to finance such considerations in
4 terms of current budgeting requirements.
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34 ARTICLE 20
35 LEAVE TO SERVE IN AN ELECTIVE POSITION
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1 A leave of absence may be granted without pay to serve in an elective position of the city,
2 county, State or Federal Government, during tenure of office.
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34 ARTICLE 21
35 RETURN FROM ALL LEAVES
36

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

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34 ARTICLE 22
35 PERSONAL NECESSITY LEAVE
36

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

5
6 Personal necessity leave may be granted to each member provided he/she makes application
7 to the unit member's Principal or other immediate superior sufficiently in advance so that
8 adequate substitute service, if necessary, may be provided.

9
10 No advance permission shall be required for leave taken for:

- 11
- 12 (a) Death or serious illness of a member of his immediate family; or
 - 13
 - 14 (b) Accident involving his person or property or the person or property of a
15 member of his immediate family.
 - 16

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

18
19 Two (2) days of personal necessity leave, of the seven (7) days allowable, may be utilized by
20 the unit member for personal necessity at his/her discretion upon the following conditions:

- 21
- 22 1. Such days may not be used for extending a holiday or vacation or for withholding
23 services from the District;
 - 24
 - 25 2. Such days are charged to accumulated sick leave;
 - 26
 - 27 3. Administration retains the right to refuse the unit member's request on a certain day
28 if, in the opinion of the administrator, too many unit members select the same day;
 - 29
 - 30 4. The unit member shall not be required to give reasons for the use of these two days;
 - 31
 - 32 5. Application for such leave must be submitted at least two (2) working days in
33 advance.

34 ARTICLE 23
35 JURY DUTY
36

1 Unit members shall be eligible for leave of absence when regularly called for jury duty in the
2 manner provided by law subject to the following provisions:
3

4 (a) The first ten (10) days of such leave shall be with pay. That paid leave shall
5 apply to no more than one bargaining unit member of the certificated staff regularly called for
6 jury duty on any one day from a particular site. Employees who receive paid jury duty leave
7 shall remit their jury fees to the District within ten (10) days following receipt of said fees.
8

9 (b) Employees called for jury duty who, on any one day, exceed one bargaining
10 unit member of the certificated staff at a particular site, shall receive such
11 leave without pay.
12

13 (c) Upon request the District shall provide any employee called for jury duty with
14 a letter requesting continuous service.
15

16 (d) Fees remitted to the District pursuant to Paragraph (a) above shall be placed
17 in a separate account and divided equally among bargaining unit members
18 who postpone their jury duty to non-duty days and actually serve on such
19 non-duty days.
20

21 (e) The pay provisions of Paragraphs (a) and (d) shall not be available to any
22 certificated staff member who has performed jury duty during the preceding
23 twelve (12) months.
24

25 26 COURT/LEGAL PROCEEDINGS ARISING FROM EMPLOYMENT 27

28 An employee subpoenaed to appear before court or administrative tribunal on behalf of the
29 District shall be granted leave with pay for the actually required days of absence. An employee
30 subpoenaed to appear before court or administrative tribunal for any other matter arising directly
31 from the employee's employment shall be granted leave with pay for a maximum of three (3)
32 working days; provided the subpoena was not issued through the connivance of the employee.
33

34 ARTICLE 24

35 TRANSFER

36 A "transfer" is defined as a change by a bargaining unit employee from one school to another

1 within the District. A "vacancy" is defined as a true opening on a staff in a given high school
2 which cannot be filled by the voluntary reassignment of a current staff member within that
3 school. Transfers may be involuntary or voluntary, subject to the provisions below:
4

5 VOLUNTARY TRANSFER:
6

7 District management shall post in all schools a list of current and/or anticipated vacancies.
8 Such lists shall be updated periodically.
9

10 Certificated employees who wish to apply for any open positions shall apply in writing to the
11 Principal of the school in which they are currently located.
12

13 One copy of the letter of application shall be sent to the Principal of the school for which
14 application is made and another copy to the Assistant Superintendent for Personnel.
15

16 Within a reasonable time, each applicant shall be interviewed by the Principal of the school to
17 which application is made and shall be notified within fourteen days following completion of the
18 interview of the last candidate interviewed whether the applicant will be recommended by the
19 Principal to the District Superintendent for a transfer.
20

21 If the District is not satisfied with the qualifications of the applicants, the District may recruit
22 outside the District for purposes of filling the vacancy.
23

24 The District need not consider any requests for voluntary transfer unless such requests are
25 addressed to specific vacancies.
26

27 District management shall select the most qualified applicant, based upon a review of the
28 following criteria:
29

30 Qualifications for the vacancy, including grade level and/or subject area experience, appropriate
31 credentials, ability to perform responsibilities of the vacant position and any special
32 qualifications for the vacant position;

33 Personal knowledge of the employee's work history and habits;
34

35 Review of evaluations, personnel files and any other written or oral relevant material;
36

1 Years of experience;

2
3 Years of certificated service within the El Monte Union High School District.

4
5 When a request for voluntary transfer is denied for reasons other than lack of a vacancy, District
6 management shall, upon request, provide unsuccessful applicants with a statement of reasons
7 for denial of their request for a transfer.

8
9 The District shall retain requests in an "active" file for no less than one year following date of
10 receipt of the request.

11
12
13 INVOLUNTARY TRANSFER:

14
15 In the event that the voluntary process is not sufficient to fill all openings, involuntary transfers
16 shall be recommended to the Board by the Superintendent based upon the following guidelines:

17
18 Employees with major or minor preparation in the subject needed shall be considered first.

19
20 Employees with fewer years of service shall be considered for involuntary reassignment before
21 others.

22
23 Employees with special outside-the-classroom assignment skills needed shall be considered,
24 providing the above two guidelines are substantially met.

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33 ARTICLE 24 A
34 REASSIGNMENT

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36 A reassignment is defined as 3/5 or more change in the department to which a classroom

1 teacher is assigned, such change occurring entirely within one (1) school year. Reassignments
2 may be involuntary or voluntary, subject to the provisions below:
3

- 4 1. The principal, in an attempt to locate a volunteer, consults with teacher(s) who
5 possess the credentials, and/or major/minor to accommodate the assignment.
6
- 7 2. If no volunteer is available for reassignment the principal reassigns the appropriate
8 teacher(s) based on the following considerations:
9
 - 10 (a) Appropriate major/minor credential qualifications.
 - 11
 - 12 (b) Where two (2) or more such teachers are qualified the teacher with the lesser
13 seniority shall be reassigned.
 - 14
 - 15 (c) Consideration of special skills, co-curricular duties which need to be included
16 in the reassignment.
 - 17

18 All reassignments are governed by and subject to the District's legal requirements.
19

20 Notwithstanding the provisions of Article 24 and 24A above, the District has the option of filling
21 any vacancies occurring within a time period beginning three weeks prior to the beginning of
22 either semester extending to the end of that semester and which vacancies are anticipated for a
23 duration of more than twenty (20) days, through one of the following alternatives:
24

- 25 A. Contract procedures above.
- 26
- 27 B. Hiring of substitute or temporary employees.
- 28

29 All other vacancies must be filled by (A). In the event the District utilizes (B), the vacancy shall
30 be posted and filled for the ensuing semester pursuant to applicable contract procedures above.
31

32 A teacher assigned a new preparation after the first week of a semester shall, upon request, be
33 entitled to up to two (2) working days to prepare under appropriate direction; this shall not apply
34 if the teacher has taught the new preparation within the preceding two school years, including
35 summer school.
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ARTICLE 25
CLASS SIZE

The District and the Association recognize that optimum class sizes facilitate quality education.

1 Whenever administratively practicable, and whenever the District's financial resources allow,
2 and whenever the facilities are available, the present policy of the Board of Trustees will be
3 observed. The Board of Trustees will annually determine "recommended class size divisors" for
4 the following school year. The class size divisors are used for construction of the master
5 schedules and the determination of teachers needed for each school.

6
7 In addition, the above listed class size divisors are subject to modification, for purposes such as,
8 but not limited to, avoidance of split-grade classes or low enrollment classes, large group or
9 experimental instruction, team teaching limitations because of distribution of pupils by
10 attendance areas, changes in enrollment, or other valid reasons.

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32 ARTICLE 26
33 SAFETY CONDITIONS
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35 The District shall make every effort to provide a place of employment which is as safe as the
36 nature of the employment, assigned duties, available personnel, facilities and finances

1 reasonably permit.

2
3 Unit members may use reasonable force under circumstances which require that they defend
4 themselves or students against an assault; provided, however, that such force does not exceed
5 that which is needed to repel or protect from bodily injury and provided further, that the unit
6 member report any such incident to the immediate supervisor within a twenty-four (24) hour
7 period. The above provision shall not be read as a requirement that unit members must place
8 themselves in danger of serious bodily injury in order to protect another employee or student
9 from an assault.

10
11 Nothing contained in this Agreement shall be deemed as waiving the statutory rights of a unit
12 member to suspend a student.

13
14 **PERSONAL PROPERTY REIMBURSEMENT:** Personal property brought to the work site by
15 unit members and used as an integral part of and necessary to the educational program shall be
16 reimbursed for loss, destruction or damage by arson, burglary or vandalism subject to the
17 following conditions, strictly construed:

- 18
- 19 (a) Property must first be approved for use in school by site administrator who
20 shall confirm, in writing, the reimbursement value.
 - 21
 - 22 (b) Reimbursement to any one unit member shall be limited to \$250 per unit
23 member, per school year.
 - 24
 - 25 (c) The property must be insured with reimbursement to cover difference
26 between insurance recovery and reimbursement value referred to in
27 subparagraph "(a)" above.
 - 28
 - 29 (d) Reasonable care shall be taken by unit members adequately to protect such
30 property while it is on school property. There shall be no reimbursement for
31 loss due to the unit member's negligence.
 - 32 (e) Under no circumstances shall this clause be interpreted to apply to unit
33 members' transportation vehicle or articles of clothing.
 - 34

35 Qualified nurses shall be the only unit members required to provide and conduct necessary
36 medical procedures (such as clear intermittent catheterization, injections, suction, gavage

1 feeding and drainage). Unit members may be requested to attend training on designated
2 procedures in order to be prepared to respond in an emergency situation, as in a time of natural
3 disaster. Such training shall be provided during the unit member's duty day or the unit member
4 shall receive compensation for such training time if outside the regularly scheduled duty day.
5

6 SAFETY CONDITIION(S) REPORTING

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

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32 ARTICLE 27
33 COMPLETE UNDERSTANDING
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35 All conditions of employment and general working conditions within the scope of meeting and
36 negotiating pursuant to Government Code Sections 3540, et. seq. in effect in the District prior to

1 and at the time this Agreement is signed are null and void. This Agreement terminates and
2 supersedes all past practices, agreements, procedures, traditions, and rules or regulations
3 concerning the matters covered herein. This Agreement shall not be interpreted or applied to
4 provide unit members with professional or other advantages heretofore enjoyed unless
5 expressly stated herein.

6
7 Except as specifically provided herein, during the term of this Agreement neither party shall be
8 required to negotiate with respect to any matter whether or not covered by this Agreement, and
9 whether or not within the knowledge or contemplation of either or both of the parties at the time
10 they negotiated or signed this Agreement.

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32 ARTICLE 28
33 MISCELLANEOUS PROVISIONS
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35 To the extent any individual contract of employment between the District and a unit member is
36 inconsistent with the terms of this Agreement, the terms of this Agreement shall be controlling.

1
2 This Agreement shall supersede any rules, regulations or practices of the District which are
3 contrary to or inconsistent with its terms.
4

5 The provisions of this Agreement shall not be interpreted or applied in a manner which is
6 arbitrary, capricious or unlawfully discriminatory.
7

8 Wherever in this agreement the word "spouse" is used, the phrase "registered domestic partner"
9 shall be added wherever required by law.
10

11 The District and Association shall form a Special Education Task Force consisting of the five
12 Special Education Department Chairpersons and five core academic teachers (to be selected
13 by EMUEA but from five different schools) and at least seven (but no more than ten) District or
14 site level administrators. The Task Force will review programs and options for maximizing
15 delivery of Special Education services and make recommendations for such models with due
16 regard for inclusion requirements, the 'collaborative' model, funding and State and Federal
17 requirements.
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32 ARTICLE 29
33 SALARIES AND FRINGE BENEFITS
34

35 1. SALARIES
36

1 A. 2009-2010

- 2
- 3 a. Salaries shall remain at the final 2008-2009 level.
- 4
- 5 b. Effective August 31, 2009, Step and Column movement for 2009-2010
- 6 will be implemented for eligible unit members. The parties recognize
- 7 Step and Column movement are negotiable; such movement shall only
- 8 be implemented pursuant to the meeting and negotiating process.
- 9 c. To be eligible for column movement, a certified employee must file the
- 10 proper documentation where required with the office of Certificated
- 11 Personnel. The District Shall pay the increased salary no later than three
- 12 regular pay periods or three months, whichever is longer, after the
- 13 employee has filed the proper documentation.
- 14

15 B. Bilingual/LEP Stipend

- 16
- 17 I. Teachers who hold a CLAD, LDS, or SB 1969 certificate equivalent
- 18 will be paid \$50.00 per class per year for each sheltered or SDAIE
- 19 class they teach; such teachers who earn the CLAD, LDS, or SB 1969
- 20 certificate equivalent and are teaching a sheltered or SDAIE class,
- 21 shall receive a one-time bonus of \$300.00.
- 22 II. Teachers who hold a CLAD, LDS, or SB 1969 certificate equivalent
- 23 are eligible for the CLAD stipend and/or bonus for teaching a bilingual
- 24 class only if they meet the following criteria: (1) the teacher must be in
- 25 training for BCLAD and (2) making satisfactory progress toward
- 26 BCLAD.
- 27 III. Teachers who hold BCLAD or BCC will be paid \$65.00 per class per
- 28 year for each bilingual class they teach; such teachers who earn or
- 29 possess BCLAD or BCC and are teaching a bilingual class will receive
- 30 a one-time bonus of \$500.00.
- 31

32 The co-curricular salary schedule shall be as set forth in Appendix D.

33

34 Varsity coaches participating in C.I.F. playoffs shall receive pro-rated pay

35 during the playoffs computed on a weekly (or part thereof) basis.

36

1 Teachers required to pack and load personal and/or instructional materials in connection with a
2 move from one school site to another or from one classroom to another as a result of
3 reconstruction, remodeling or involuntary relocation shall be paid therefore at the California
4 Minimum Wage rate per hour unless such work occurs during the regularly scheduled work day.
5

6 2. FRINGE BENEFITS

- 7
- 8 a. "The District shall contract with VEBA to administer dental and vision plans;
9 these plans are reflected in Section B below."
10 b. Effective January 1, 2010, the District shall make the following contributions
11 tenthly toward the payment of premiums for eligible employees enrolled in the
12 following group health insurance programs:
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<u>PLAN</u>	<u>AMOUNT</u>
<u>PACIFICARE (HMO)</u>	
Employee only	\$570.72
Employee plus one	981.76
Employee plus family	1,381.45

1
2 PACIFICARE (POS)

3 Employee only	455.15
4 Employee plus one	798.33
5 Employee plus family	1,125.75

6
7 Kaiser (HMO)

8 Employee only	\$455.15
9 Employee plus one	798.33
10 Employee plus family	1,125.75

11
12 Delta PPO Dental

13 Employee only	Up to \$67.98
14 Employee plus one	Up to 124.08
15 Employee plus family	Up to 188.70

16
17 Delta HMO Dental

18 Employee only	\$20.23
19 Employee plus one	33.37
20 Employee plus family	49.38

21
22 VSP PLAN C (\$10.00 Deductible)

23 Family	\$27.03
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24
25 LIFE INSURANCE

26 Employee only	\$2.60
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31 c. With regard to the HMOs, the District will automatically pay the increase, if any,
32 in premiums for “Employee Only”; increases in the Employee plus one” and
33 “Employee plus family” rates shall be shared on the basis that the District will pay
34 eighty percent (80%) of the increase and the unit member will pay twenty percent
35 (20%) of the increase. The District will contribute to the POS Plan at the lowest
36 HMO level at each tier. For 2009-10, or any subsequent year, if either the

1 District or the Association wishes to propose a change in this language, they
2 must submit such proposal prior to September 1, 2010, or any subsequent
3 September 1; in the event of such a proposal, the following language shall apply
4 in lieu of the above:
5

6 The parties recognize that respective carriers may increase premiums effective
7 January 1, 2010 or any successive January 1. If no agreement has been
8 reached on the amount of District contributions for 2010 prior to January 1, 2010
9 or for any successive year, prior to January 1 of that year the District shall
10 contribute at the 2009 rate, or the then current rate, until such time as agreement
11 is reached. The Association understands and agrees that this shall require
12 deducting the differences from the salary warrants of bargaining unit employees.
13

14 Notwithstanding this agreement, the District's Health Insurance committee is
15 encouraged to continue its work of investigating and reviewing alternate plans,
16 carriers and benefits. If, during the term of this Agreement, the Committee
17 issues recommendations for changes which will result in costs savings, the
18 parties agree to review such recommendations in good faith and, if an agreement
19 is reached upon one or more such changes, to recommend them to their
20 respective constituencies.
21

- 22 d. Eligible employees may enroll in a Group Dental and the Vision Plan and may
23 enroll in only one (1) group health insurance plan. Enrollment in dependent
24 coverage plans shall be limited to an "as needed" basis only. For purposes of this
25 Article, "as needed" is defined as follows:
26

27 An employee selecting a two-party or family plan must certify that he or she is not
28 enrolling his or her spouse if the spouse is covered by any other plan. In cases
29 where spouses are both district employees, one employee may take "Employee
30 only" and the other may take "Employee plus 1" or "Employee plus family", as
31 applicable, for eligible dependent other than spouse, unless the spouse has
32 declined "Employee only" coverage. The intent of this language includes, but is
33 not limited to the concept, that only one spouse may enroll his or her dependents
34 if the spouses are both District employees.
35

- 36 e. Upon notice to the Association the District may convert its Dental and Vision Plan

1 to self-insurance provided there is no reduction in benefits.

2
3 The remainder of Article 29 shall remain unchanged.

4
5 3. HEALTH INSURANCE FOR RETIREES

6
7 A. For employees retiring on or after June 21, 1984 and having attained the age
8 of fifty-five (55) years, the District shall provide insurance benefits subject to
9 the provisions and conditions outlined below:

10
11 1) The provisions of this Article shall be limited to employees with fifteen
12 (15) or more years of service in the El Monte Union High School District.

13
14 2) For such retiree, the district shall continue to contribute the then current
15 District required contribution toward the payment of premiums for the
16 group health insurance program in which the employee is enrolled at the
17 time of retirement for the retiree and dependent spouse until the earlier of
18 the following:

19
20 a. The employee is eligible for Medical, or Medicare or Medicaid; or

21
22 b. The employee has attained the age of 65.

23
24 3) For eligible employees retiring on or after September 1, 2008, the
25 District shall provide the dental and vision coverage in which the
26 employee is enrolled at time of retirement for the retiree and dependent
27 spouse until the earlier of the following:

28
29 a. The employee is eligible for Medical, or Medicare, or Medicaid; or

30
31 b. The employee has attained the age of 65.

32
33 Subject to the specific limitations in this Article, the benefits of this Article
34 shall be extended to enrollees in the District's Early Retirement Program
35 at the conclusion of their eligibility for that program.

36

- 1 4) It is understood and agreed that dependent spousal coverage applies
2 only to dependent spouses who are covered at the time of the employee's
3 retirement; it is also understood and agreed that dependent spousal
4 coverage terminates when the retiree's coverage terminates.
5
6 5) A retiree who subsequently relocates outside the geographical jurisdiction
7 of the Plan in which he/she is enrolled may elect to change to another of
8 the District's then available plans if permitted by the Plan Policy the
9 retiree elects.
10
11 6) Subject to the conditions stated in this section, if no district group plan is
12 available to the retiree under circumstances such as having moved to a
13 state where such plan is not offered, the district will contribute up to the
14 amount equal to the district contribution for the POS plan for "employee
15 only" or POS plan for "employee plus one", whichever is applicable.
16

17 B. MEDICARE

- 18
19 1) The parties agree to provide an election (hereafter "Division") so that the
20 current employees who were eligible for coverage under the State
21 Teachers Retirement System (STRS) as of March 31, 1986, and who
22 have not otherwise been mandated to Medicare coverage, may elect
23 whether or not they wish to have contributions made by them and on their
24 behalf for purpose of establishing eligibility for Medicare coverage.
25
26 2) As soon as practicable after the date of this agreement the Governing
27 board shall adopt an appropriate resolution indicating its intent to offer
28 "Medicare only" coverage for eligible employees pursuant to appropriate
29 procedures for conducting a Division; and, thereafter, the Governing
30 Board will enter into an appropriate agreement or amendment to
31 agreement with the Public Employees Retirement System (PERS)
32 allowing for the provision of "Medicare only" coverage for eligible
33 employees who have elected such coverage.
34
35 3) The parties understand that the election is on a one-time only basis.
36
37 4) For employees electing "Medicare only" coverage, the district will
38 contribute an amount equal to 1.45% of monthly or tenthsly wages until
39 such time as the employee's salary for that year has been paid or has

1 reached the statutory maximum, whichever occurs first. (By way of
2 example: In 1990 the maximum amount subject to such deductions is
3 (\$51,300.) A matching of 1.45% of wages shall be deducted from the
4 employee's salary for purposes of contributing to eligibility for "Medicare
5 only" coverage.

- 6 5) Contributions shall begin with the December 31 warrant of the calendar
7 year in which this agreement is ratified. By so doing, the parties intend to
8 provide four quarters' coverage for the calendar year in light of their
9 current understanding that contributions based upon \$2,080 of covered
10 earnings will provide four quarters toward eligibility in any one calendar
11 year. Neither the Association nor the District assumes any liability or
12 responsibility in the event that fewer than four quarters are generated as
13 a result of beginning contributions effective December 1.
- 14 6) The parties recognize that final state and federal approval of the
15 necessary agreements may be as far away as a year to eighteen months
16 following ratification of this agreement. Accordingly, the parties agree, if
17 necessary, to escrow the deductions and contributions described in
18 paragraph 4 above until such time as final approval requires such past
19 and future contributions to be forwarded directly to the Social Security
20 system. Any interest accruing to such escrow account shall be applied
21 toward the District's obligation to pay and reimburse PERS for the
22 administrative cost which may periodically be billed to the District. After
23 such interest is exhausted the district will assume sole responsibility for
24 payment of such costs.
- 25 7) Employees who are relying on the coverage quarters provided pursuant
26 to this agreement and who retire prior to the date of final approval by the
27 federal government do so at their own risk. Neither the District nor the
28 Association assumes any liability or responsibility for any information or
29 calculations pertaining to number of quarters or any other related
30 information upon which employees may have relied in deciding whether
31 or not to elect "Medicare only" coverage. Employees eligible to elect
32 under this section who leave before the approval date shall have their
33 deductions refunded with accrued interest upon request and provided that
34 such refund is permissible under the Social Security and/or Internal
35 Revenue Service Regulations.
- 36 8) The sole purpose of this clause is to provide eligible employees with an

1 opportunity to elect whether or not they wish to have contributions made
2 for them or on their behalf for the purposes of eligibility for Medicare
3 coverage. This clause is not intended nor shall it be applied as a
4 guarantee that such employees will, in fact, upon retirement be eligible for
5 "Medicare only" coverage. Questions arising as to the application and/or
6 interpretation of this clause shall be specifically excluded from the
7 grievance/arbitration clause of this collectively negotiated agreement.
8
9

10 ARTICLE 30

11 SAVINGS

12
13 If any provisions of this Agreement are held to be contrary to law by a court of competent
14 jurisdiction, such provisions will not be deemed valid and subsisting except to the extent
15 permitted by law, but all other provisions will continue in full force and effect.
16

17 The parties shall meet not later than ten (10) days after such written decision by a court or
18 tribunal to negotiate on the provision or provisions affected.
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33 ARTICLE 31

34 SUMMER SCHOOL AND HOURLY EMPLOYEES

35
36 Summer school department heads shall be paid \$9.75 per each class or classes of two hours

1 maintained in the department. The hourly rate for full-time summer school teachers for the 2009
2 summer school shall be an hourly rate based on Column 1, Step 1 of the certificated salary
3 schedule. A total of 136 hours shall be compensated at this hourly rate.

4
5 The District reserves the right to lengthen the summer school teaching and/or working day; in
6 such event the applicable daily rate shall be increased on a pro rata basis. Summer school
7 teachers will accrue one day of sick leave per summer session.

8
9 Along with these amendments, current contract language in Article 31 shall remain in effect.

10
11 Teachers who are interested in summer school employment shall submit requested information
12 on the "Summer School Teacher Questionnaire" no later than March 31st.

13
14 The District will notify unit members of their selection for summer school assignments by the
15 first Thursday following the first Wednesday in June.

16
17 The following guidelines will be reviewed in considering selection of summer school staff:

- 18 1. Current and prior teaching experience;
- 19 2. Major and/or minor in subject area;
- 20 3. Special preparation or service skills (e.g. Health & Safety, Audio Visual);
- 21 4. Quality of performance including, but not limited to, classroom management,
22 professional attitude and growth;
- 23 5. Most recent summer school teaching experience;
- 24 6. Compliance with SB 435.

25
26 No teachers shall be required to apply for summer school; once a teacher applies and is
27 approved by the Governing Board for an assignment it becomes a professional obligation of the
28 teacher.

29 After one day of absence during summer session, the District retains the right to require
30 verification of absences for any additional absence or absences during the summer session.
31 Personal necessity leave shall not be available during summer session except under sections
32 (a) and (b) of Article 22.

33 ARTICLE 32
34 DISCIPLINE

35
36 Employees shall not be disciplined without just cause. All suspensions shall be administered in

1 accordance with the following due process:
2

- 3 A. Whenever an employee is given notice of suspension pursuant to this Article,
4 he/she shall be given concurrent notice of his/her right to appeal the decision
5 and the right to request representation by the Association.
6
- 7 B. Suspensions may be without pay, but shall not reduce or deprive the
8 employee of seniority or other rights, or any fringe benefits, including the right
9 to reimburse the District for any payroll deduction which would otherwise
10 have been deducted from the employee's paycheck including, but not limited
11 to, organizational dues, credit union payments, charitable contributions, tax-
12 sheltered annuities, or insurance premium payments. No suspension shall
13 exceed five (5) working days in duration and no suspension period shall last
14 or be carried over from one school year to the next.
15
- 16 C. Discipline for any current action or infraction shall not be pyramided on
17 account of prior actions or infractions which occurred more than six (6)
18 months previously; provided however that nothing herein is interpreted or
19 applied to limit the District's right to take prior disciplinary action into account
20 when determining appropriate discipline for current conduct.
21
- 22 D. No employee shall receive more than one (1) penalty for any single action or
23 infraction.
24
- 25 E. If, after having been disciplined, an employee serves the District for six (6)
26 months without the need for further disciplinary action, he/she and the
27 Association shall be given a follow-up notice to that effect, which shall also be
28 attached to any original notice that may have been placed in his/her
29 personnel file.
30
- 31 F. No records of suspension shall be maintained by the District for longer than
32 thirty-six (36) months.
33 All information and proceedings regarding any of the actions or proposed
34 actions within this Article shall be kept confidential by both parties in so far as
35 possible.
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- G. For purposes of this Article discipline shall not be defined to include suspension and/or termination pursuant to the California Education Code. The principle of one penalty per infraction shall not apply to conduct documented for purposes of a statutory notice of unsatisfactory or unprofessional conduct.

- H. The parties accept the principle of progressive discipline where applicable.

ARTICLE 33
PROBATIONARY TEACHERS

In the event the District determines to terminate a first or second year probationary employee for

1 unsatisfactory performance or for cause as defined in Education Code section 44932 or by other
2 applicable law the following procedures shall apply:

- 3
- 4 1. There shall be thirty (30) calendar days' prior notice of dismissal;
- 5
- 6 2. The notice shall include the reason for the dismissal and notification of
7 an opportunity to appeal;
- 8
- 9 3. Failure of the employee to request a hearing in writing within fifteen
10 (15) days of receiving such notice shall constitute a waiver of the right
11 to a hearing;
- 12
- 13 4. The hearing, if any, shall be before the Board of Education in
14 closed session unless the employee requests an open session;
- 15
- 16 5. The Board's decision shall be final and binding.
- 17

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

21

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

24

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33 ARTICLE 34

34 TERM OF AGREEMENT

- 35
- 36 1. TERM OF AGREEMENT

1
2 Except where otherwise specifically provided, this Agreement is effective September
3 1, 2008 and shall remain in full force and effect up to and including June 30, 2011,
4 and from year to year thereafter unless either party submits a timely written request
5 to the other to terminate, modify or amend the agreement as follows:
6

7 A. No sooner than February 1, 2009 and no later than March 15, 2009 EMUEA
8 may submit proposals limited to salaries and health and welfare benefits; in the event
9 of such timely re-opener each party may select one additional article for re-opening;
10

11 B. No sooner than February 1, 2010 and no later than March 15, 2010 EMUEA
12 may submit proposals limited to salaries and health and welfare benefits; in the event
13 of such timely re-opener each party may select two additional articles for re-opening;
14

15 C. No sooner than February 1, 2011, or February 1 of any successive year, and
16 no later than March 15, 2011, or March 15 of any successive year, the party wishing
17 to terminate, modify or amend the agreement shall submit in writing its request to do
18 so, accompanied by its initial proposals for a successor agreement.
19

20 D. Meeting and negotiating in connection with such proposals, as well as
21 appropriate counter-proposals, shall commence no later than April 15 following
22 receipt thereof.
23
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29 Except as specifically provided herein, the balance of the parties' 2008-2011
30 agreement remains unchanged. This Agreement is subject to ratification by the
31 District Board of Education and by the Association membership.
32

33 All assignments are subject to enrollment and funding.

34 Qualified bargaining unit members shall be given priority in filling available
35 assignments.
36

1 **EL MONTE UNION HIGH SCHOOL**
2 **DISTRICT BOARD OF TRUSTEES**

EL MONTE UNION EDUCATORS
ASSOCIATION/CTA/NEA

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29 SEPTEMBER 1, 1984

Attachment 1

30
31 The following Memorandum of Understanding concerning the reporting of grades at the end of
32 the two semesters of each school year stands as a side statement:

33
34 A. Agreement was also reached during negotiations that teachers shall not be required
35 to turn in progress report grades or first semester grade reports sooner than the end of the
36 second working day following the end of the designated grading period (Reference: Side

1 Agreement - October 30, 1979).

2
3 B. Grades for the final semester should be turned in by 12:00 noon of the final day and,
4 under normal circumstances, it would be unreasonable to require such grades to be turned in
5 earlier on the final day.
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29 Attachment 2

30 December 18, 1990
31 Class Size Reduction
32 (CSR)
33

- 34 1. The District will attempt to hire as many full-time teachers as needed to implement Class
35 Size Reduction, on a temporary one-semester contract.
36 For each full-time teacher hired for the Class Size Reduction Program, the 1/6 teacher cap

- 1 will be increased by five (5) periods.
- 2 2. Volunteers who teach an additional 1/6 of their day will be assigned on an as needed basis
- 3 per school as impacted by Class Size Reduction.
- 4 3. Implementation of Class Size Reduction is subject to full funding (minimum \$100 per
- 5 student) by the State of California.

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29 November 20, 2009

Attachment 3

30

31 MEMORANDUM OF UNDERSTANDING

32

33 The El Monte Union High School District (“District”) and the El Monte Union Educators Association

34 (“EMUEA” or “Association”) (collectively “Parties”) hereby enter into this Memorandum of

35 Understanding (“MOU”) with reference to the following facts:

36

1 Effective for the 2009-2010 school year, the El Monte Union High School District (“District”) will use
2 Economic Impact Aid (“EIA”) funds to enhance counseling services that were previously reduced or
3 eliminated. In order to comply with EIA requirements, changes in counseling duties need to be
4 implemented.

5
6 Having met and negotiated in good faith, Parties agree as follows:

- 7 1. Counselors will work at least one hour daily (Or at least five hours per week) on the
8 following duties:
 - 9
10 a. Counselors will meet with the parents of English-learners to review and sign
11 achievement results for each student.
 - 12 b. Under the direction of the assistant Principal of Student Services, counselors will
13 work with resource teachers to attend and to present at **two** workshops during the
14 school year; **this provision shall not preclude counselors from volunteering to**
15 **present at more than two workshops during the school year.**
- 16
17 2. Counselors will sign a study form certifying that they are working approximately one hour
18 each day on the above-listed duties.
- 19
20 3. Counselors will be compensated for attending and presenting at workshops scheduled
21 outside the regular work day at the negotiated workshop rate. **Counselors who, with prior**
22 **approval of the site administrator, remain on campus and on duty for the period of**
23 **time between the end of the regular school day and the workshop except for a one**
24 **hour dinner break will be allotted up to two hours of compensated time off for each**
25 **workshop at which the counselor presents not to exceed four (4) hours per school**
26 **year. Compensatory time off must be scheduled with the approval of the site**
27 **administrator, it must be taken within the same school year in which it was earned**
28 **and may not be accumulated from year to year.**
- 29
30 4. Other than the time required to attend the workshops as provided herein, counselors will not
31 be expected to work more than the negotiated, regular work day.
- 32
33 5. The provisions of this MOU will remain effective for the same period of time as such EIA
34 funds are used to enhance counseling services or until negotiated otherwise, whichever
35 occurs first. The foregoing notwithstanding, this MOU shall automatically sunset on June
36 30, 2011.

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November 20, 2009

Attachment 4

MEMORANDUM OF UNDERSTANDING

The El Monte Union High School District (“District”) and the El Monte Union Educators Association (“EMUEA” or “Association”) (collectively “Parties”) hereby enter into this Memorandum of Understanding (“MOU”) with reference to the following facts:

Whereas the District seeks to differentiate between Department Chairs of Core and Non-core

1 courses, and to submit for Board approval uniform job descriptions for the Department Chairs, and
2 whereas the District seeks to eliminate Content Specialists and to transfer those duties to
3 Department Chairs – Core, and having given notice to EMUEA and an opportunity to bargain the
4 decision to transfer unit work, and the negotiable effects of the new job description, the Parties
5 agree as follows:

- 6
- 7 1. Attached hereto and incorporated herein as if fully set forth below are the job
8 descriptions for Department Chair – Core and Department Chair – Non core.
- 9 2. Consistent with prevailing practice, Department Chairs shall be appointed by the site
10 administrator for terms of one school year; in consultation with the appointees and subject
11 to site administrator approval, up to two unit members may serve as co-chairs.
- 12 3. This MOU satisfied the District's obligation to negotiate those items within the scope of
13 representation relating to or arising from the transfer of unit work and new job descriptions.
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28 EL MONTE UNION HIGH SCHOOL DISTRICT
29 COUNSELORS, COORDINATORS OF ATTENDANCE, PSYCHOLOGISTS
30 AND EXTRA ASSIGNMENTS CERTIFICATED
31 EMPLOYEES ANNUAL SALARY SCHEDULE FOR 2008-2009
32 EFFECTIVE 9-1-09

34 POSITION	EXPERIENCE	STIPEND	REMARKS
35	YEAR STEP		

1	Counselors	1	\$2407.00	Annual salary rate plus stipend
2	Coord. Of Attendance			
3		2	\$4815.00	Ten school months plus ten
4				working days. (192 working days)
5		3	\$7218.00	
6				
7		4	\$8023.00	Eligible for step four
8				In the fifth year
9	Psychologist	1	\$4,313.00	Annual salary rate plus stipend
10				
11		2	\$6,719.00	Ten school months plus ten
12				working days. (192 working days)
13		3	\$9,124.00	
14				
15		4	\$9,916.00	Eligible for step four
16				In the fifth year

EXTRA ASSIGNMENTS

18	Teacher Technology Leader	\$4,678.00 per year
19	GATE Coordinator	\$1,404.00 per year
20	Academic Decathlon Coordinator	\$1,404.00 per year

HOURLY RATES

22	1	Workshops and assignments without actual instruction of students.	\$26.69
23	2.	Hourly Teaching Assignments, Period substitution	\$38.76
24	3.	Hourly Summer School rate for 2009 session	\$41.57
25	4.	Tenth Grade Counseling	\$33.87