

2025 - 2028

Collective Bargaining Agreement



Between

Claremont Faculty Association

and

Claremont Unified School District

Board Approved 09/18/2025

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1 **PREAMBLE**

2 This Agreement is entered into pursuant to Sections 3540-3549 of the California Government
3 Code between the Claremont Unified School District (hereinafter referred to as "District") and
4 Claremont Faculty Association, an affiliate of California Teachers Association, an affiliate of
5 National Education Association (hereinafter referred to as "Association").

6 **NON-DISCRIMINATION**

7 The District shall not, in administering the specific provisions in this Agreement, discriminate
8 against any member of the bargaining unit because of race, color, religion, age, sex, sexual
9 orientation, marital status, ethnic origin, or by reason of being disabled. The term “spouse” in
10 this contract shall include “registered domestic partner.”

11 Issues involving charges of discrimination are subject to the grievance procedure, except as
12 noted in the individual articles of this Agreement, provided that the member of the bargaining
13 unit alleging the violation has exhausted all District procedures and channels to resolve the
14 matter. However, the grievance procedure shall not be used if the member selects to bring the
15 issue involving charges of discrimination before another forum or court of competent
16 jurisdiction.

1 **ARTICLE I: RECOGNITION**

2 1.1 The District recognizes the Association as the representative for the unit of certified and
3 certificated employees known as:

4 Classroom Teacher

5 Counselor

6 School Nurses

7 School Psychologist

8 Speech, Language Pathologist

9 Child Development Program Site Coordinator

10 Preschool Teacher

11 Clinical Therapist

12 The following certificated positions when filled by the Board and concurrently held in addition to a
13 regular assignment within the Claremont Unified School District:

14 Individual Instruction Teacher,

15 Summer School Teacher,

16 All positions listed in Appendixes E-H of the Master Contract.

17 The above members of the bargaining unit are hereinafter throughout this Agreement also referred to
18 as "member".

1 **ARTICLE II: ASSOCIATION RIGHTS**

2 **2.1 Association Meetings**

3 2.1.1 The District will refrain from scheduling meetings after school hours involving
4 members of the bargaining unit on the 1st and 2nd Tuesday of each month. If the
5 Association notifies the District thirty (30) days in advance of special Association
6 meetings involving all or part of the members of the bargaining unit, the District will to
7 the extent possible refrain from scheduling conflicting meetings involving the members
8 who wish to participate in the Association meeting.

9 2.1.2 All Association meetings will be conducted by members of the bargaining unit or
10 Association officials and will normally be scheduled outside established work hours.
11 Such meetings may be scheduled during established work hours and on District property
12 when: (a) an authorized Association representative obtains advance permission from the
13 Superintendent or designee regarding the specific time, place and type of activity to be
14 conducted, and (b) the Superintendent or designee can verify that such requested
15 activities and use of facilities will not interfere with the school program and/or duties of
16 members as defined in Article VII.

17 2.1.3 Other Association business or activities may be conducted by or with members
18 of the bargaining unit or Association officials outside of the member's working hours
19 except for break periods, provided such activity will not interfere with the right of
20 employees to refrain from listening or speaking with an Association representative.

21 **2.2 Mailboxes and Bulletin Boards**

22 The Association may use the school mailboxes and bulletin board spaces designated by the
23 Superintendent or designee subject to the following conditions: (a) all postings for bulletin
24 boards or items for school mailboxes shall contain the date of posting or distribution and the
25 identification of the organization together with an authorization by a designated association
26 official; (b) a copy of materials authorized for general distribution shall be delivered to the
27 Superintendent or designee at the same time that distribution is made.

1 **2.3 Provision of Information**

2 The names of all regularly assigned members of the bargaining unit listed by location shall be
3 provided to the Association without cost not later than the end of the first school month. In
4 addition, the District shall provide the Association president a copy of the press agenda
5 following each Board Meeting.

6 **2.4 Time Off From Duties**

7 2.4.1 The Association exclusively will receive time off from duties for the processing
8 of grievances for members who are designated as Association representatives, subject to
9 the following conditions: twenty-four (24) hours prior to release from duties for
10 grievance processing the designated representative informs his/her immediate supervisor
11 in order that an adequate substitute may be obtained, if such is necessary; and that such
12 time off shall be limited solely to representing a grievant in a conference with a
13 management person in the Grievance Procedure and the Superintendent or designee in
14 Level III, and in no way shall this limitation include use of such time for matters such as
15 gathering information, interviewing witnesses, or preparing a presentation.

16 2.4.2 The Association president, or designees, will be provided in aggregate of up to
17 twenty-five days release time for the purpose of accomplishing tasks scheduled during
18 the school day. The days of release time will require reasonable notice, not less than
19 twenty-four (24) hours, to the District administration. The District will hire a substitute
20 to release the unit member upon reasonable notice.

21 2.4.3 The District may allow time off from work without loss of salary or other
22 compensation for Association officers or representatives when such officers or
23 representatives are requested by the District to participate on committees or at meetings
24 called by management.

1 2.4.4 The president of the Association will be afforded release time for purposes of
2 Association business at 0.4 FTE. The president will be assigned their remaining FTE in
3 their current job description at their current work location(s).
4 2.4.5 Association officers and representatives shall not take time off from their
5 assigned duties to conduct or participate in union business except as provided in Sections
6 2.4.1, 2.4.2 and 2.4.3 of this Article II and for matters relating to the Association's
7 responsibilities under Chapter 10.7 of the Government Code. The number of officers,
8 representatives and members who may take time off to attend PERB meetings or hearings
9 shall be limited to the number necessary to provide direct input on any given day to the
10 PERB proceeding.

1 **ARTICLE III: DISTRICT RIGHTS**

2 **3.1** The District retains and reserves unto itself all powers, rights, authority, duties and
3 responsibilities conferred upon and vested in it by the statutes of the State of California. The
4 exercise of these powers, rights, authorities, duties and responsibilities by the District, the
5 adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of
6 judgment and discretion in connection therewith, shall be limited only by the specific and
7 express terms of this Agreement and then only to the extent such specific and express terms are
8 in conformance with law.

1 **ARTICLE IV: PAYROLL DEDUCTIONS**

2 **4.1** The District will deduct from the pay of Unit members and pay to the Association the
3 normal and regular monthly unit membership dues as voluntarily authorized in writing by the
4 employee on the District form subject to the following conditions:

5 4.1.1 Such deduction shall be made only upon submission of the District form to the
6 designated representative of the District duly completed and executed by the employee
7 and the Association;

8 4.1.2 The District shall not be obligated to put into effect any new or changed
9 deduction until the pay period commencing fifteen (15) days or more after such
10 submission.

11 **4.2** The Association indemnifies and holds harmless the District, its officers, agents and
12 employees, from and against any and all claims, demands and suits arising out of, or in any way
13 connected with, the provisions of this article, and/or implementation thereof, including without
14 limitation the District's deduction of monies hereunder.

1 **ARTICLE V: ORGANIZATIONAL SECURITY**

2 **5.1** The District and the Association have agreed to strike language relating to organizational
3 security in light of the Janus v. American Federation of State and Municipal Employees Supreme
4 Court decision. Both parties agree to abide by the Educational Employment Relations Act (EERA)
5 and the California Education Code regarding matters of organizational security.

6 **5.2 Indemnification for claims made by an employee for dues deductions**

7 **5.2.1** The Association agrees to defend and indemnify the District for any unit member's
8 allegations, claims, actions, suits, settlements, or judgments which arise out of payroll deductions
9 made by District in reliance on information and notification provided to the District by the
10 Association, In defending and indemnifying the District, the Association shall have the right to select
11 legal counsel at its sole option and expense, to control litigation strategies and decisions, and to
12 determine whether any action or proceeding referred to above shall or shall not be compromised,
13 resisted, defended, tried or appealed.

14 **5.3** The Association agrees to furnish assistance and any information needed by the District to
15 fulfill the provisions of this Article.

16 **5.4** The Association shall indemnify and hold harmless the District, its officers, agents, and
17 employees, from and against any and all claims, demands, suits, administrative proceedings, or any
18 other action arising out of, or in any way connected with, the provisions of this Article, and/or the
19 implementation thereof, including, without limitation, the District's deduction and/or payment of
20 monies hereunder.

21 In any case in which the provisions of this Section are invoked or contested, and it is necessary for
22 the District to defend a position, use legal counsel, or incur any expenses in so doing, the
23 Association agrees to provide the defense and to pay all costs incurred by the District, including
24 attorneys' fees. In addition, the District may notify the Association that a claim has been made, or a
25 suit instituted against it and request the Association to provide legal representation.

1 Upon receipt of such notification, the Association will provide legal representation for the District at
2 its own expense. The Association shall have the exclusive right to decide and determine whether any
3 such action shall be compromised, resisted, defended, tried, or appealed.
4 The Association will pay any judgments ordered against the District arising out of the proposed or
5 actual implementation of Article V.

1 **ARTICLE VI: CONCERTED ACTIVITIES**

2 **6.1** The Association recognizes the duty and obligation of its representatives to comply with
3 the provisions of this Agreement and to make every effort to encourage all members of the
4 bargaining unit to do so. It is agreed and understood that there will be no strike, work stoppage,
5 slow down, picketing or refusal or failure to fully and faithfully perform job functions and
6 responsibilities, or other interference with the operations of the District by the Claremont Faculty
7 Association or by its officers, agents or members during the term of this Agreement, including
8 compliance with the request of other labor organizations to engage in such activity. In the event
9 of a strike, work stoppage, slow down, or other interference with the operations of the District by
10 members of the bargaining unit, the Association agrees in good faith to take steps to cause those
11 members to cease such action.

12 **6.2** It is agreed and understood that any member of the bargaining unit violating this Article
13 VI may be subject to dismissal proceedings.

14 **6.3** This Article VI shall remain in full force and effect until such time as the parties are
15 lawfully negotiating matters pursuant to Article XXV and the impasse procedures as provided
16 under Chapter 10.7 of the Government Code have been fully exhausted.

1 **ARTICLE VII: GRIEVANCES**

2 **7.1 Definitions**

3 7.1.1 A "grievance" is a formal written allegation that there has been a violation by the
4 District of the specific provisions of this Agreement. A member of the bargaining unit
5 asserts this allegation, except as noted below, who has been adversely affected by said
6 violation. Actions to challenge or change the policies of the District as set forth in the
7 Board Policies, Administrative Regulations, and procedures must be undertaken under
8 separate legal processes. Other matters for which a specific method of review is provided
9 by law or by the Board Policies, Administrative Regulations, and procedures of the
10 Claremont Unified School District are not within the scope of this procedure. Issues
11 arising out of the exercise by the Board and Administration of its responsibilities under
12 Article III of this Agreement, including the facts underlying its exercise of such
13 discretion, shall not be subject to this procedure.

14 None of the above is intended to limit the right of any member of the bargaining unit to
15 file a grievance relating to the specific provisions of any of the articles contained in this
16 Agreement unless specifically declared nongrievable elsewhere in this contract.

17 7.1.2 A "day" is any day in which the central administrative office of the Claremont
18 Unified School District is open for business.

19 7.1.3 The "immediate supervisor" is the management person having immediate
20 jurisdiction over the grievant and who has been designated by the District to adjust the
21 grievance.

22 7.1.4 The time limits established herein may be extended by mutual agreement of both
23 parties.

24 7.1.5 Association Grievance - The Association has the right to grieve any violation of
25 the specific provisions of the Agreement which may adversely affect the Association or
26 unit member(s) unless specifically barred under the specific articles of this Agreement.

1 **7.2 Level I - Informal Resolution**

2 7.2.1 Before filing a formal written grievance, the grievant must attempt to resolve it
3 by an informal conference with the grievant's immediate supervisor within ten (10) days
4 after the occurrence of the act or omission giving rise to the grievance.

5 **7.3 Level II - Formal Written Grievance**

6 7.3.1 Within thirty (30) days after the occurrence of the act or omission giving rise to
7 the grievance, the grievant must present such grievance in writing on the appropriate
8 District form (Appendix A) to the immediate supervisor. If the grievant does not present
9 such grievance in writing within thirty (30) days, the grievance is deemed to be resolved.

10 7.3.2 The written statement shall be a clear, concise statement of the grievance with
11 specific reference to the contractual section allegedly violated, the alleged adverse effect
12 of the violation upon the member, the circumstances involved, the decision rendered at
13 the informal conference, and the specific remedy sought.

14 7.3.3 The supervisor shall communicate a decision to the employee in writing
15 (Appendix B) within ten (10) days after receiving the grievance.

16 **7.4 Level III - Appeal to Superintendent**

17 If the grievance is not resolved at Level II, the grievant may, within ten (10) days, appeal the
18 decision on the appropriate form to the Superintendent. If the grievant does not appeal in writing
19 within ten (10) days, the grievance is deemed to be resolved.

20 The written statement shall include a copy of the original grievance, the decision rendered, and a
21 clear, concise statement of the reasons for the appeal (Appendix C).

22 7.4.1 A personal conference will be held between the Superintendent, or
23 Superintendent's designee, and the grievant if requested in writing by the grievant or the
24 Superintendent or designee.

25 7.4.2 In the event a conference is held, either party to the grievance may be
26 represented at said conference by one individual of his/her choice.

1 7.4.3 Within ten (10) days of receipt of the appeal, the Superintendent, or
2 Superintendent's designee, shall communicate a decision to the grievant in writing.

3 7.4.4 If the Superintendent, or the Superintendent's designee, does not respond within
4 the ten (10) day time limitation, the grievant may proceed to the next level.

5 7.4.5 If the grievance is resolved or if the grievant does not wish to take further steps,
6 the case is closed.

7 **7.5 Level IV - Appeal to the Arbitrator**

8 If not satisfied with the decision at Level III, the grievant may submit a written request for
9 arbitration to the Superintendent. No grievant may proceed to Level IV without the consent of
10 the Association. The grievance is resolved if a written request for arbitration is not submitted
11 within ten (10) days after the receipt of the Superintendent's decision, or if the Superintendent
12 fails to render a decision, within eighteen (18) days of the Superintendent's receipt of the appeal
13 or any amendment thereof.

14 Only issues which were processed and handled in accordance with the grievance procedure of
15 this Article VII are subject to arbitration.

16 7.5.1 Within ten (10) days of receipt of the request for arbitration, the Superintendent
17 shall request the California State Conciliation Service to supply a panel of seven (7)
18 names of persons experienced in hearing grievances in the public sector. Within five (5)
19 days after receipt of the list of names, the Association and the Superintendent, or the
20 Superintendent's designee, shall alternately strike a name until only one name remains.
21 The remaining panel member shall be the arbitrator.

22 7.5.1.1 The order of striking shall be determined by lot. In the event the
23 Association does not appear for the striking process within the allotted five (5)
24 days, the grievance is deemed to be resolved.

25 7.5.2 Within seven (7) days of the selection of the arbitrator, the Superintendent, or the
26 Superintendent's designee, and the grievant shall attempt to agree upon the issue or issues
27 to be submitted to the arbitrator, and this agreement shall be reduced to writing.

1 7.5.2.1 If they are unable to agree upon a submission agreement, the arbitrator
2 shall determine the issues by referring to the written grievance and the answers
3 thereto at each level.

4 7.5.3 The fees and expenses of the arbitrator and the hearing shall be borne equally by
5 the District and the Association. All other expenses, except release time provided for the
6 grievant and his/her representative, shall be borne by the parties incurring them. Unless
7 the parties mutually agree to share the expenses, the cost of the services and expenses of
8 a court reporter shall be paid by the party requesting same. If, however, one of the parties
9 declines to share the expenses of the court reporter and subsequently requests a transcript
10 of the arbitration proceedings or a copy thereof, that party shall be required to reimburse
11 the other party one-half of the cost of the court reporter's services and expenses. The cost
12 of any transcript or any copy thereof requested by either party shall be borne by the party
13 requesting same.

14 7.5.4 The arbitrator shall afford the District and the grievant a reasonable opportunity
15 to present evidence, witnesses and arguments. The arbitrator shall render a written
16 decision on the issue or issues submitted to the arbitrator as soon as possible after the
17 close of the hearing, or if an oral hearing has been waived, after the final submission of
18 written evidence and final statements.

1 7.5.5 The District and the Association agree that the jurisdiction and authority of the
2 arbitrator so selected and the opinions he/she expresses will be confined exclusively to
3 the interpretation of the express provision or provisions of this Agreement at issue
4 between the parties. The arbitrator shall have no authority to add to, subtract from, alter,
5 amend or modify any provisions of this Agreement or impose any limitations or
6 obligations not specifically provided for under the terms of this Agreement. The
7 arbitrator shall be without power or authority to make any decision that requires the
8 District or the administration to do an act prohibited by law, or in violation of this
9 agreement or that involves the exercise of discretion by the District under the provisions
10 of this Agreement or applicable law.

11 7.5.6 The decision of the arbitrator within the limits prescribed shall be final and
12 binding upon the parties to the dispute.

13 7.5.7 A reasonable number of relevant employee witnesses shall be provided release
14 time without loss of pay for the purpose of testifying at the arbitration hearing provided
15 all such employee witnesses shall be allowed to be placed on an "on call" status and
16 required to attend the arbitration hearing for only so long as his/her testimony is taken.

17 7.5.8 The meetings of the arbitrator shall be closed to the public and to employees of
18 the District not specifically called as witnesses, unless both the grievant and the grievant's
19 immediate supervisor agree that such meetings shall be open.

20 7.5.9 The District and the Association agree that the grievance/arbitration procedures
21 set forth in this Article VII are the exclusive forum for resolving alleged contract
22 violations by the District, and that grievant will not resort to any other forum or
23 procedure for resolution or review of an alleged contract violation. The parties do not
24 intend by the provisions of this paragraph to preclude the enforcement of any arbitration
25 award in any court of competent jurisdiction.

1 **7.6 Miscellaneous Provisions**

2 7.6.1 The grievant shall receive release time when necessary for conference with
3 management persons, beyond Level I, as required for the processing of the grievance.

4 7.6.2 All documents, communications, and records dealing with the processing of a
5 grievance will be filed separately from the personnel files of the participants and
6 maintained in the Office of the Superintendent.

7 7.6.3 No party to a grievance shall take any reprisals against the other party to the
8 grievance because he/she participated in an orderly manner in the grievance procedure.

9 7.6.4 If two or more members of the bargaining unit have the same grievance against
10 an individual, then the grievance shall be consolidated for purposes of hearing and
11 decision, provided each member files a separate grievance, and provided further that the
12 rights of the parties are not thereby prejudiced.

1 **ARTICLE VIII: PROCEDURES FOR SUSPENSION**

2 **8.1** The District has the right to suspend a bargaining unit member for up to ten (10) days
3 without pay for serious misconduct, as defined in Education Code §44932 et seq., and/or the
4 violation of State law or District policy or regulations.

5 **8.2** A member of the bargaining unit shall be given written notice of the suspension by the
6 Superintendent or Superintendent's designee. The notice shall specify the length of the suspension
7 and the reasons, therefore. The notice shall also contain a statement of the member's right to a
8 conference with the Superintendent or Superintendent's designee concerning the suspension and the
9 member's right to respond orally or in writing within ten (10) days of the notice. The member's
10 request for a conference shall be in writing and shall be received by the Superintendent or
11 Superintendent's designee within ten (10) days. If a conference is held to discuss the suspension, the
12 member may be represented by an individual of their choice.

13 **8.3** A suspended member shall be notified of their right to appeal the decision of the
14 Superintendent by utilization of Article VII, Grievance Procedure, and to be represented in the
15 grievance by the Association.

16 **8.4** The provisions of this Article VIII apply only to the procedures to be followed if a bargaining
17 unit member is suspended for ten (10) days or less under this Article VIII and do not apply to, limit,
18 or preclude other disciplinary measures.

19 **8.5** A member will receive an oral and written warning before being suspended unless the
20 conduct for which the suspension is imposed is such that suspension could be reasonably expected.
21 The oral warning given for the purpose of this Section 8.5 should be memorialized in writing.

22 **8.6** Nothing herein shall interfere with the right of the District to remove the member from the
23 work location to which they are assigned, to reassign the member, and/or temporarily relieve the
24 member of duties and to place the member on paid leave pending the determination of the
25 suspension.

1 **8.7** If, after having been suspended, a bargaining unit member serves the District for twelve (12)
2 months without the need for further disciplinary action, the member may request in writing a follow-
3 up notice to that effect, which shall be attached to the Notice of Suspension in the member's
4 personnel file. At that time, and on a yearly basis thereafter, the member may request that the Notice
5 and all attendant documentation be sealed.

6 **8.8** All suspension actions shall be kept confidential by the District, the unit member, and the
7 Association.

ARTICLE IX: HOURS

9.1 Professional Day

The workday for unit members shall be a professional day, including a thirty (30) minute duty-free lunch. The professional day is governed by the unit members' duties and responsibilities listed in their professional standards in Appendix Q. The District and the Association recognizes that bargaining unit members shall be required to perform professional duties and responsibilities and adjunct duties during and outside of the school day.

9.2 Scheduled Meetings and Elementary Parent Conferences

9.2.1 All elementary schools, the intermediate school, community day and the continuation high school shall have a consistent modified ending time on each Wednesday during the school year. Claremont High School shall have a consistent late start schedule each Wednesday during the school year.

9.2.2 Meetings shall be scheduled for each month of the school year as indicated below:

- One Wednesday per month: One 50-minute staff meeting for secondary sites and one 80-minute staff meeting for elementary sites. An agenda for faculty meetings shall be provided to unit members.
- One Wednesday per month: One 50-minute Department meeting for secondary sites. One 30-minute Grade Level meeting for elementary sites (agenda set by Department/Grade Level chair with administrator input).

At a scheduled time agreed upon by bargaining unit members of the grade level/content area/data team: Two 50-minute Professional Learning Community (PLC) meetings for secondary sites. Two 45-minute Professional Learning Community (PLC) meetings for elementary sites. These meetings provide dedicated time to discuss collaborative data, student achievement, and may include conversations and strategies regarding student behavior. The agendas for these meetings shall be agreed upon by the site administrator and the grade level/department chair/content area/data team lead. Notes from the meeting will be taken by members and provided to the principal after the meeting in a format and timeline mutually agreed to. Notes from collaborative data and student achievement meetings are considered final when submitted and shall not be used for evaluative purposes. By September 15th every year, each team shall decide on dates, times and places for these meetings and provide the administrator with a schedule for the year's meetings. Should a meeting during the year need to be rescheduled for any reason, the team leader shall notify the administrator in advance. In months with elementary parent/teacher conference weeks or secondary semester final exam weeks, one 45/50-minute collaborative data or student achievement meeting shall be canceled.

- In months when a regularly scheduled contractual meeting would not occur due to a school holiday or closure, the principal shall notify staff before the start of the month which of the contractual meetings shall not be held or rescheduled.

- One month per year, where there is a 5th Wednesday, a 50-minute Site Professional Development Session shall occur. The principal will take input from the Shared Decision-Making Committee regarding the focus of these Site Professional Development Sessions. On the second or third occasion where there is a 5th Wednesday in a month, members shall be able to plan and prep and no site-based meeting shall be scheduled.

9.2.3 All elementary schools shall have ten (10) minimum days for Parent Teacher Conferences per school year. Minimum days shall commence with the sixth week of school or the closing of the first trimester and at the closing of the second trimester. Parent Teacher Conference minimum days shall be scheduled consecutively including the Wednesday minimum day that week.

9.2.4 The District, Individualized Education Program (IEP) teams and 504 Coordinators shall prioritize scheduling IEP/504 meetings during the school day. However, it is recognized by the association and the District that these meetings may need to occur after the school day due to parent availability or other scheduling factors.

9.3 Adjunct Duties

9.3.1 Regarding adjunct duties:

- the immediate supervisor of a site or department, in conjunction with the Shared Decision-Making Committee, shall determine what adjunct duties are required for each school year,

- the Shared Decision-Making Committee at each site shall establish the site policies and procedures to ensure duties are shared equally by all of the unit members at the school site or department,
- these duties shall be scheduled as far in advance as reasonably possible so that unit members may plan accordingly.

9.4 Elementary Level Curricular Field Trips

9.4.1 Elementary curricular field trips that require overnight stays will compensate members according to Appendix I. If the teacher of record opts not to stay overnight, they are to provide as much advance notice as possible to their administrator for other arrangements to be made. If this occurs, the teacher of record may be required to attend the camp during their professional day or provide coverage and services at their school site until their students return.

9.4.2 Curricular field trips on a member's non-work day will compensate members according to Appendix I.

9.5 Non-instruction Duty Days

On days when members of the bargaining unit are scheduled to work, but pupils are not scheduled to be present, the workday shall be a professional day, inclusive of travel time to a site outside the school district.

9.6 Part-time Employees

The provisions of Article IX, paragraphs 9.1, 9.2, and 9.3, shall apply on a pro-rata basis by applying the full-time equivalency of a professional day.

1 **9.7 Break and Lunch Periods**

2 9.7.1 The District shall have the discretion to establish the lunch period at each of the
3 facilities, provided bargaining unit members shall have at least a thirty (30) minute duty-free
4 lunch period. The lunch period shall be scheduled for full-time members at or about the
5 midpoint of each duty day unless otherwise agreed to by the member and their immediate
6 supervisor.

7 9.7.2 All K-6 teachers shall be provided a morning duty-free break of ten (10) minutes.

8 **9.8 Preparation Periods**

9 9.8.1 All full-time classroom teachers of grades 7-12 shall have the equivalent of at
10 least one (1) preparation period per day.

11 9.8.2 For Classroom Teachers in Grades 4-6, the District shall allocate two fifty-minute
12 blocks per week to be used as a preparation period. Yearly schedules shall be determined by
13 the site Shared Decision-Making Committees and referred to Human Resources by the end of
14 the second week of school. Every effort will be made to implement the schedule by October 1.
15 For grades 4-6, elementary teachers who miss their contractual preparation time due to the
16 seven (7) scheduled holidays/pupil-free days during the school year, teachers will be able to
17 reschedule their preparation period as follows:

18 9.8.2.1 Upper grade teachers at each site will meet and agree upon another
19 date/time to reschedule the team's preparation period. The rescheduled time will equal
20 the preparation time missed on the PE schedule. The team will agree to take the
21 preparation period on the same day independently.

1 9.8.2.2 Once a date/time is agreed upon, the team will contact the principal/office
2 and request Directed Attendance.

3 9.8.2.3 If a substitute, when filling these positions, is available for additional time
4 before and/or after covering the preparation period, the principal will direct the
5 substitute's work.

6 9.8.2.4 If a team does not initiate this process or the teacher does not request the
7 substitute, there is no duty or responsibility for the principal, administration, or office
8 staff to remind teachers and/or schedule the substitute for them.

9 9.8.3 For General Education Classroom Teachers in Grades TK-3, the District will provide
10 a four (4) full-day preparation days per year. Teachers and principals will mutually agree to
11 the dates and teachers are to remain on campus or at the District Office during their preparation
12 day. Half days of preparation may be permitted based on substitute availability. Teachers are
13 responsible for scheduling and making substitute arrangements for the preparation days.

14 9.8.4 At the elementary level, the week of Back to School and Open House will be
15 meeting free. At the secondary level, a minimum day will be scheduled on the day of
16 Open House for Classroom Teachers.

17 **9.9 Scheduled Work Days and Annual Minutes**

18 The number of scheduled workdays for Classroom Teachers shall be 182 days. The number of
19 scheduled workdays for Education Specialists (SLP, RSP, SDC) shall be 184 days. The number
20 of scheduled workdays for School Nurses shall be 189 days. The number of scheduled
21 workdays for School Psychologists and Clinical Therapists shall be 184 days.

The number of scheduled workdays for the Counselors shall be 187.5 days. All new members are required to attend the New Certificated Staff Orientation. The number of annual instructional minutes in K-12 shall not be less than the provisions of Education Code 46201 and shall not exceed the following:

Elementary

Transitional K	½ Day K Minutes	Full Day K Minutes	1-3 Minutes	4-6 Minutes
40,500	38,700	55,000	52,050	54,550

Secondary

Site	Minutes
CDS	69,300
El Roble	56,878
CHS	65,290
SAHS	67,228

Should it become necessary in the District's judgment to cancel classes due to extreme weather conditions or other emergency, the parties agree that the necessary instructional minutes and/or instructional days agreed to by the parties shall be made up by June 30 of the school year in which the emergency occurred. Following the occurrence of such an emergency, the parties shall promptly meet and negotiate to determine when necessary instructional minutes and/or instructional days shall be made up. All required checkout procedures will be completed to the supervisor's satisfaction before June 30 of each year.

1 **9.10 Extra Professional Development Days**

2 The District may, at its discretion, lengthen the work year by three (3) days prior to the preservice day
3 listed in the calendar, with these stipulations: Under SB1193, professional development days are
4 established outside the 180 student instructional days and are voluntary. Payment of classroom
5 teachers for these days will be at the individual's per diem rate and paid in a timely fashion, not to
6 exceed 60 days, upon verification of full-day attendance only as defined by the law.

7 **9.11 Extra Period Assignments**

8 Secondary administration will ask Classroom Teachers before the end of the school year, which
9 classroom teachers are interested in teaching a sixth period for the upcoming school year. Classroom
10 teachers will respond to the site administrator, before their check-out date, indicating their interest in
11 a sixth-period assignment.

12 As sixth-period assignments become available, the site administrator will contact Classroom
13 Teacher(s) who have indicated an interest in teaching a sixth-period subject to the following
14 conditions:

- 15 (1) Appropriate credentialing
16 (2) Department Chair input and
17 (3) Consideration of the master schedule.

18 Classroom teachers will be asked to respond within five (5) days.

19 **9.12 Special Education**

20 9.12.1 All Elementary RSP and SLP teachers will be provided one day, or an equivalent of
21 five hours per week, with no regularly scheduled service of students in order to test, meet with
22 parents, write IEPs, observe students in general education classrooms, and articulate their
23 program with general education teachers.

1 9.12.2 Grades 7-12, Special Education teachers will be provided one period per day, called
2 Articulation Period, with no regularly scheduled service of students in addition to the
3 preparation period (Article 9.7.1) in order to test, meet with parents, write IEPs, observe
4 students in general education classrooms and articulate their programs with general education
5 teachers. A member is not able to take a class overage during their Articulation Period.

6 9.12.3 Elementary SDC and Adaptive Physical Education teachers shall be provided 6 full
7 days, or 12 half day substitutes per year in order to test, meet with parents, write IEP plans,
8 observe students in regular education classrooms, and articulate their programs with regular
9 education teachers. Teachers and principals will mutually agree to the dates and teachers are
10 to remain on campus or at the District Office during their preparation day. Half days of
11 preparation may be permitted based on substitute availability. Teachers are responsible for
12 scheduling and making substitute arrangements for the preparation days.

13 9.12.4 When an Elementary Education Specialist, Speech Language Pathologist or Adaptive
14 Physical Education teacher is absent, a daily substitute shall be provided. If the District is
15 unable to find a daily substitute, a substitute service provider will be assigned to ensure
16 students make up missed designated instruction service (DIS) minutes.

17 Any missed DIS minutes on a member's caseload shall be scheduled in the summer and the member
18 may elect to provide those DIS minutes to students on their caseload. If a member does not elect to
19 provide those DIS minutes, other members with a similar credential may provide those services. These
20 members shall be paid in accordance with Article X, section 10.5.

21 **9.13 Secondary Period Coverage**

22 When the District has attempted to find a daily substitute teacher, and there is no substitute available,
23 the Secondary School Administrator, or designee, may ask Association members at their site if they
24 are willing to substitute teach. The Administrator or designee will use the process listed below:

- 25 • Each Secondary site will create a "Period Call List" that lists the names of all teachers
26 in alphabetical order who are available during their scheduled preparation period.

- When a period becomes available, the administrator, or designee, will contact teachers on the “Period Call List” in order. If a teacher declines the assignment, the administrator, or designee will proceed through the list in alphabetical order until the period is filled. When a subsequent situation arises where no substitute can be secured by the District in that same class period, the administrator, or designee will begin on the “Period Call List” with the next teacher.
- Teachers who substitute will be paid via timesheet at the Individual Instruction Teacher Rate for one hour per period covered.
- A teacher cannot be required to substitute for another teacher and can request to be removed (or placed back on) the “Period Call List.”
- “Period Call Lists” will be available at the desk of the principal’s secretary for review.
- Counselors, Librarians, psychologists and TOSAs may also substitute, as listed above, in the event no one from the “Period Call List” or administrators is available. They shall be used on an equitable, rotational basis.

ARTICLE X: COMPENSATION

10.1 Salary Schedule

The Salary Schedules for members of the bargaining unit shall be marked as follows:

- Classroom Teacher – APPENDIX D
- Speech Language Pathologists – APPENDIX D
- Counselors – APPENDIX E
- School Nurses – APPENDIX F
- Psychologist, Clinical Therapist – APPENDIX G
- Child Development Program Site Coordinator and Preschool Teacher – APPENDIX H
- Education Specialist – APPENDIX D

10.2 New Programs

In the event that the Legislature enacts new programs during the term of this agreement with funding specifically designated for unit members, compensation and implementation as it relates to such programs shall be negotiated.

10.3 Service Credit

Advancement through the steps of the Salary Schedule shall be in accordance with the following:

10.3.1 Definitions

One year of service credit is defined as: Regular full time service with the Claremont Unified School District for not less than 75% of the days of the regular school year, and in no event less than 135 school days, or Regular part time service with the Claremont Unified School District such that the product of the fraction of the full school year worked (number of days in a paid status divided by number of days in a unit members work year) and the fraction of a full assignment worked (i.e., 0.8 FTE) during the year equals 75% or more. Regular part-time experience credit may be accumulated for a maximum of four consecutive years for Claremont Unified School District service only. Service credit shall be granted for service in positions specified in Article 10.1, and for classified positions and Adult School years of service in the Claremont Unified School District

10.3.2 Advancement

Classroom Teachers shall advance on the Salary Schedule for Classroom Teachers one step for each year of service, occupying each step in succession until the maximum step of the column assigned is reached or until the unit member qualifies and is approved for a higher column, except that members with a baccalaureate degree and less than 15 graduate units shall only advance to step 5 of column 1 of the Salary Schedule for Classroom teachers and members with 15 or more graduate units but less than 30 graduate units shall only advance to step 8 of column 1 of the Schedule.

When approved for a higher column, a classroom teacher shall advance to the step in the higher column that is next higher in number to the step occupied before being approved for the new column.

Counselors, School Psychologist, Clinical Therapist and School Nurses shall advance on their assigned Salary Schedule at the rate of one (1) step per year of service on the salary schedule. Child Development Program Site Coordinator and Preschool Teacher shall advance on their assigned Salary Schedule at the rate of one (1) step per year of service.

Experience credit for unit members with service to the Claremont Unified School District as a child development assistant shall be granted as described in Article 10.3.1.

10.3.3 Initial Placement on Schedules

Effective with the 2024-2025 school year, credit for initial placement on a unit member's applicable salary schedule shall be given for full years of service in a private, or charter school. Public, private or charter school experience for step increment will be accepted, providing the school is state accredited, the education program is equal to that which is carried out in public schools, and the unit member in question held a valid K-12 credential during the time of employment. Experience credit for District preschool or development center service shall be granted only if the unit member held a regular K-12 credential at the time of service employment.

1 Experience credit for unit members with service to Claremont Unified School District as a
2 credentialed Adult School teacher or classified position shall be granted and is capped at five
3 (5) years.

4 Unit members employed to teach industrial education subjects may be granted up to four (4)
5 years of credit for appropriate work experience, including work as a journeyman, in lieu of
6 teaching experience. All previous experience shall be verified by official statements by prior
7 employers before experience credit shall be allowed. Employment as a substitute or intern shall
8 not be used in computing years of service for salary placement or advancement.

9 All course work approved by initial placement must be verified by official transcripts.
10 Obtaining official transcripts is the responsibility of the unit member. All transcript
11 verifications must be received within ten (10) working days of the signing of the unit member's
12 initial contract. Failure to do so will result in the District's withholding salary warrants until
13 such documents are placed on file. Earned degrees received and units of study in an accredited
14 institution of higher learning shall be allowed for initial placement and subsequent horizontal
15 movement on the Salary Schedule for Classroom teachers, provided they are directly related
16 to the educational services provided to the District by the member.

17 10.3.4 Longevity

18 Members shall receive an annual Career Longevity increment on the Salary Schedule upon
19 completion of the following conditions (as listed in Appendix D):

- 20 ● 15 years of service
- 21 ● 20 years of service
- 22 ● 25 years of service
- 23 ● 30 years of service

24 10.3.5 Credit given for Career Longevity shall be granted for public/private/charter school
25 experience, providing the school is state accredited and the unit member held a valid state
26 credential for that assignment during the time of employment. All previous experience shall
27 be verified by official statements by prior employers before placement on Career Longevity

1 steps. Employment as a substitute or intern shall not be used in computing years of service for
2 Career Longevity placement.

3 10.3.6 Credit given for Career Longevity shall be granted for unit members with dedicated
4 years of service to Claremont Unified School District as a credentialed teacher in the Claremont
5 Adult School or as a classified employee. All experience is capped at five (5) years with
6 Claremont Unified School District and shall be verified by official district records before
7 placement on the Claremont Unified School District salary schedule. Employment as a
8 substitute, intern, or those with experience as an Adult School teacher or other classified
9 positions outside of Claremont Unified School District shall not be used in computing years of
10 service for Career Longevity placement.

11 10.3.7 Early Notification Incentive

12 Permanent unit members of the bargaining unit who provide the District with early notification
13 of their retirement or resignation will receive incentives as follows:

- 14 • Notifications submitted by January 15th
 - 15 ◦ Twenty-Five hundred dollar (\$2,500) Early Notification Incentive
- 16 • Notifications submitted by February 28th
 - 17 ◦ One thousand dollar (\$1,000) Early Notification Incentive

18 The retirement or resignation notifications are irrevocable and must be submitted electronically
19 to the Assistant Superintendent of Human Resources by the deadlines noted above in order to
20 receive the incentive. The effective date of the retirement or resignation must be prior to the
21 start of the following school year. Payment will be processed after Board approval.

1 **10.4 Training Credit**

2 Advancement through the columns of the Salary Schedule for Classroom Teachers and the Child
3 Development Program Salary Schedule shall only be in accordance with the following procedure:

4 10.4.1 Training credit shall be given to Certificated Members for graduate level semester
5 units of study successfully completed as reflected on a transcript from an accredited university,
6 provided that the approval from the Assistant Superintendent, Human Resources or Designee
7 was obtained in advance of enrollment in the course of study. Qualifying training credit shall
8 be given for semester units taken by Child Development Program Lead Teacher, Child
9 Development Program Site Coordinator and Preschool Teacher provided that the approval of
10 the Child Development Program Director was obtained in advance of enrollment in the course
11 of study.

12 10.4.2 Certificated members may appeal the decision of the Assistant Superintendent of
13 Human Resources to the Superintendent.

14 10.4.3 For purposes of computation one quarter unit equals two-thirds of a semester unit.

15 10.4.4 Responsibility for providing the Human Resources Department with up-to-date
16 records of teaching experience, credits for completed college work, credentials and/or degrees
17 rests entirely with the bargaining unit member.

18 10.4.5 Official transcripts of graduate study or Child Development Program units completed
19 must be received by the Human Resources Department in order to approve Training Credit.

20 10.4.6 A member who has been awarded an earned Doctorate shall receive \$1,000 additional
21 salary annually.

1 **10.5 Salary for Summer School, Individual Instruction Teachers and Child Development**
2 **Program 10 Month Bargaining Unit Members**

3 Classroom Teacher, Counselors and School Nurses assigned as summer school, extended year session,
4 or individual instruction teachers shall be remunerated at the rate of \$50.00 per hour. Child
5 Development Program Site Coordinator who have 182 calendar days will be paid at the hourly rate for
6 each position during the summer session.

7 **10.6 Salary for Extra Duty Assignments**

8 Members of the bargaining unit assigned to an extra duty assignment shall be remunerated in
9 accordance with the Schedule marked APPENDIX I. A unit member, if removed from an extra duty
10 assignment, shall receive advance notice and a reason for the removal. Said removal shall not be
11 arbitrary.

12 10.6.1 Bargaining unit members shall have first option to any vacant extra duty assignment.

13 10.6.2 The District will make every attempt to employ members of the bargaining unit who
14 qualify for one or more extra duty assignment.

15 10.6.3 All athletic coaching stipends will be paid at the completion of the season.

16 10.6.4 All other Appendix I stipends will be paid evenly in up to ten (10) pay checks (October
17 through July) for each bargaining unit member. Payments will commence with the next pay
18 period following Board approval of the stipend.

19 10.6.5 Appendix I positions may be split with the mutual agreement of bargaining unit
20 members and their supervisor. A split assignment will be compensated with an equal amount
21 paid to each bargaining unit member splitting an Appendix I position.

1 **10.7 Payment for Staff Inservice and Curriculum Development**

2 The District may hold staff inservice and curriculum development sessions after school, during the
3 summer or on weekends. Members of the bargaining unit who elect to attend will be paid at the rate
4 of \$50 per hour. Members who create content and deliver professional development outside of their
5 professional day shall be paid at their daily rate, or portion thereof. Approval for creating content and
6 delivering professional development shall be obtained prior to start of work from the Assistant
7 Superintendent, Education Services.

8 **10.8 Payment for Dual Enrollment Courses**

9 The District shall provide compensation to members who teach a dual enrollment course at a rate of
10 \$200 per unit, per semester.

1 **ARTICLE XI: HEALTH AND WELFARE BENEFITS**

2 The specific dollar amount allocated to the health and welfare benefits pool shall be \$10,352 per Full
3 Time Equivalent (FTE) bargaining unit member. Any funds of the above-covered portion of allocation
4 left over may be utilized to purchase additional benefits or held in reserve for the following year for
5 benefits at the discretion of the Shared Decision Making Benefits Committee. On November 15,
6 February 15, and July 15 of each year, a printout of expenditures for individual benefits will be
7 provided to the Association and the Shared Decision Making Benefits Committee in a format agreed
8 to by the Shared Decision Making Benefits Committee.

9 **11.1 Group Health Insurance**

10 The District shall, on behalf of members of the bargaining unit, contribute toward the premium for a
11 full family group health policy, including pharmaceutical coverage, as approved by the Governing
12 Board.

13 11.1.1 Shared Decision Making Benefits Committee - The specific coverage and carrier shall
14 be determined by the Shared Decision Making Benefits Committee. The Shared Decision
15 Making Benefits Committee shall consist of six members of whom two will be elected by the
16 Claremont Faculty Association; two elected by California School Employees Association,
17 Claremont Chapter #200; one appointed, or elected, by Claremont Management Association;
18 and one appointed by the District. The Assistant Superintendent, Business Services shall chair
19 the Committee and only vote in case of a tie. The secretary to the Assistant Superintendent,
20 Business Services shall act as secretary to the Committee.

21 11.1.2 Part-Time Employees - Health and welfare premiums referred to in paragraph 11.1.1
22 of Article XI shall be provided by the District on a pro-rata basis for members of the bargaining
23 unit whose assignment is less than full-time. The pro-rata amount contributed to the health and
24 welfare benefit pool shall be determined by multiplying the employee's FTE percentage by
25 \$10,352.

1 11.1.3 Failure to Select Plan - Members of the bargaining unit who fail to make a selection
2 during open enrollment shall be re-enrolled in their current plan or continue to decline their
3 benefit option as applicable. Bargaining unit members who opt out of enrolling in any District-
4 approved group health plan will not be eligible for any benefits outlined in paragraph 11.1 of
5 Article XI.

6 11.1.4 Early Retirees - For bargaining unit members (pro-rated by FTE) retiring under Article
7 XX, Early Retirement, Section 20.1, the District shall provide insurance benefits subject to the
8 provisions and conditions outlined below:

9 11.1.4.1 For bargaining unit members hired before July 1, 2013, the District
10 contribution toward a group health insurance premium shall remain current with that
11 of a full-time current bargaining unit member's premium (pro-rated by FTE at the time
12 of retirement) for the retiree selected, group health insurance program available to
13 current bargaining unit members for the retiree and dependent spouse until the unit
14 member is eligible for Medicare or has attained the age of 65. If a dependent spouse
15 turns 65 and is eligible for Medicare before the member turns 65 or is eligible for
16 Medicare, the dependent spouse shall no longer be eligible for the District-provided
17 group health insurance program.

18 11.1.4.2 For bargaining unit members hired after June 30, 2013, the District's
19 contribution toward a group health insurance premium shall remain current with that
20 of a current bargaining unit member's premium (pro-rated by FTE at the time of
21 retirement), and the retiree's contribution toward the benefit premium will remain the
22 same as, or less than, the contribution during the member's last year of service to the
23 District (pro-rated by FTE at the time of retirement) for the group health insurance
24 program in which the unit member is enrolled at the time of retirement for the retiree
25 and dependent spouse until the unit member is eligible for Medicare or has attained the
26 age of 65.

1 If a dependent spouse turns 65 or is eligible for Medicare before the member turns 65
2 or is eligible for Medicare, the dependent spouse shall no longer be eligible for the
3 District-provided group health insurance program.

4 11.1.4.3 Dependent spouse coverage applies only to dependent spouses covered at
5 the time of the unit member's retirement.

6 11.1.4.4 In the event that the retiree leaves the area of coverage, the retiree shall be
7 reimbursed a dollar amount equivalent to the current premium less the current
8 employee contribution for the group health insurance plan in which the retiree is
9 enrolled at the time of retirement. The annual reimbursement shall be limited to the
10 current annual premium paid for a District plan or the annual out-of-area plan premium,
11 whichever is less. The retiree must provide proof of enrollment in an out-of-area health
12 plan.

13 **11.2 Group Dental Insurance**

14 The District shall, on behalf of members of the bargaining unit, contribute toward the premium of a
15 group dental policy.

16 11.2.1 District Contribution - The District shall pay for each full-time equivalent of the
17 bargaining unit under regular contract the annual premium amount for an employee-only dental
18 plan, or the District shall pay for each full-time equivalent of the bargaining unit under regular
19 contract, the annual premium of an optional Dental Health Maintenance Organization
20 (DHMO) plan covering the member and dependents.

1 11.2.2 Shared Decision Making Benefits Committee - The specific coverage and carrier for
2 dental plans shall be determined by the Shared Decision Making Benefits Committee. The
3 Shared Decision Making Benefits Committee shall consist of six members of whom two will
4 be elected by the Claremont Faculty Association; two elected by California School Employees
5 Association, Claremont Chapter #200; one appointed, or elected, by Claremont Management
6 Association; one appointed by the District. The Assistant Superintendent, Business Services
7 shall chair the Committee and will only vote in case of a tie. The secretary to the Assistant
8 Superintendent, Business Services shall act as secretary to the Committee.

9 11.2.3 Part-Time Employees - Dental insurance premiums referred to in paragraphs 11.2.1
10 and 11.2.2 of this Article XI shall be provided by the District on a pro-rata basis for members
11 of the bargaining unit whose assignment is less than full-time. The pro-rata amount shall be
12 determined by multiplying the employee's full-time equivalent employee percentage by the
13 amount of the dental insurance premium provided for in paragraphs 11.2.1 and 11.2.2 of this
14 Article XI. The premium balance must be paid by the employee by payroll deduction. Less
15 than full-time employees who choose not to enroll in any group dental plan approved by the
16 District shall receive no benefits under paragraph 11.2 of Article XI.

17 11.2.4 Early Retirees - For current bargaining unit members retiring under Article XX, Early
18 Retirement, Section 20.1, the District shall provide dental insurance benefits subject to the
19 provisions and conditions outlined below:

1 11.2.4.1 For bargaining unit members hired before July 1, 2013, the District's
2 contribution shall remain current with that of a full-time current bargaining unit
3 member's premium (pro-rated by FTE at the time of retirement) for the group dental
4 insurance program in which the unit member is enrolled at the time of retirement for
5 the retiree and, if the retiree participates in the DHMO plan, the dependent spouse until
6 the unit member is eligible for Medicare or has attained the age of 65. If a dependent
7 spouse turns 65 or is eligible for Medicare before the member turns 65 or is eligible for
8 Medicare, the dependent spouse shall no longer be eligible for the District-provided
9 group dental insurance program.

10 11.2.4.2 For bargaining unit members hired after June 30, 2013, the District's
11 contribution shall remain current with that of a full-time current bargaining unit
12 member's premium (pro-rated by FTE at the time of retirement) for the group dental
13 insurance program in which the unit member is enrolled at the time of retirement for
14 the retiree and the retiree's contribution toward the benefit premium will remain the
15 same as, or less than, the contribution during the members last year of service to the
16 District (pro-rated by FTE at the time of retirement) and, if the retiree participates in
17 the DHMO plan, the dependent spouse until the unit member is eligible for Medicare
18 or has attained the age of 65.

19 If a dependent spouse turns 65 or is eligible for Medicare before the member turns 65
20 or is eligible for Medicare, the dependent spouse shall no longer be eligible for the
21 District-provided group dental insurance program.

22 11.2.4.3 Dependent spouse coverage applies only to dependent spouses covered at
23 the time of the unit member's retirement.

1 11.2.4.4 If the retiree leaves the area of coverage, the retiree shall be reimbursed a
2 dollar amount equivalent to the current premium for the dental insurance plan in which
3 the retiree is enrolled at the time of retirement. The annual reimbursement shall be
4 limited to the current annual premium paid for a District plan, or the annual out-of-area
5 plan premium, whichever is less. The retiree must provide proof of enrollment in an
6 out-of-area dental plan.

7 **11.3 Personal Property Coverage**

8 The District shall provide for a personal property coverage plan on behalf of the bargaining unit
9 member. The plan shall provide all risk personal property coverage, excluding automobiles, up to a
10 limit of \$1,000.00 with the first \$25.00 deductible. The District shall determine the specific plan. For
11 this coverage to apply, bargaining unit members must declare, on District supplied forms, the specific
12 personal property to be covered.

13 **11.4 Life Insurance**

14 The District shall provide a \$50,000 life insurance policy for members of the bargaining unit employed
15 .5 FTE or more effective January 1, 2017.

16 **11.5 Unpaid Leave**

17 Health and welfare benefits shall not be provided to members of the bargaining unit on extended
18 personal leave without pay, as defined in Article XV, Section 15.10 of this Agreement.

19 11.5.1 Members may purchase the District-provided coverage by paying 100% of the
20 premium.

21 **11.6 Unauthorized Leave**

22 Health and welfare benefits shall not be provided to members of the bargaining unit during a period
23 of absence considered as unauthorized leave, as defined in Article XV of this Agreement.

1 **ARTICLE XII: SHARED DECISION MAKING**

2 **12.1** There shall be a Shared Decision Making (SDM) Committee at each school site and in the
3 Special Education Department.

4 **12.2 Purpose of the SDM Committee:**

5 The SDM Committee shall make decisions regarding site and special education procedures, policy,
6 and planning. The committee shall ensure that decisions align with CUSD Board of Education
7 policy, goals, the collective bargaining agreement (CBA), and state/federal mandates. The
8 committee shall not engage in day-to-day administration or execution of policy or plans.

9 **12.3 The Site SDM Committee shall:**

10 12.3.1 Address the educational program, site, and district goals to meet the needs of
11 students at the school site.

12 12.3.2 Interact and consult with parent organizations such as the Parent Faculty Association
13 and the School Site Council to assess the overall school concerns to promote overall school
14 governance and direction.

15 12.3.3 Parents may be invited by the SDM Committee to provide input when the issues are
16 pertinent to parents and/or the community.

17 12.3.4 Classified employees may be invited by the SDM Committee to provide input on the
18 issues pertinent to classified staff.

19 **12.4 Responsibilities of the Site SDM Committee:**

20 Site SDM Committee Responsibilities:

21 12.4.1 Remain current in research relating to Shared Decision Making.

22 12.4.2 Provide input to the School Site Council on the School Plan for Student
23 Achievement.

24 12.4.3 Design programs to address curricular and social areas of improvement.

25 12.4.4 Provide grade level and department articulation and program development, within
26 District policy and State and Federal guidelines.

1 12.4.5 Establish pupil discipline procedures, with the concurrence of the site and District
2 administration.

3 12.4.6 Assist the principal in defining topics for site-based staff development based on
4 needs enumerated in the school plan process.

5 12.4.7 Establish a budget within the dollar amount(s) specifically allocated by the District.

6 **12.5 Procedures of the Site SDM Committee:**

7 12.5.1 Attaining consensus among all members of the SDM Committee is the primary goal.
8 Both parties recognize that decisions by consensus are most effective in promoting
9 cooperation and commitment to the decisions of the SDM Committee. Only if consensus
10 cannot be reached shall decisions be made by a majority vote. The vote required shall be a
11 majority of the committee members present at the meeting.

12 12.5.2 An agenda will be prepared by the chair of the SDM Committee prior to each
13 meeting. Minutes will be published by a recorder, selected by the committee, and distributed
14 to all staff.

15 12.5.3 Decisions of the SDM Committee with respect to function and responsibilities are
16 subject to review and approval by the Board of Education or their designees. Decisions of the
17 SDM Committee will align with the Goals and Core Values of the Board of Education, site
18 goals, the collective bargaining agreement, and state/federal mandates.

19 **12.6 Membership of the Site SDM Committee:**

20 12.6.1 The Association site members shall elect its SDM Committee members representing
21 grade levels and/or departments at each site. The remainder of the committee (s) shall be
22 comprised of one administrator from the site.

1 12.6.2 The SDM Committee's membership will be elected by October 1st of each school
2 year.

3 12.6.3 Unit members will determine the process for the election of the SDM committee
4 chair at the site. Any committee member can be elected to be the chair of the committee.

5 12.6.4 The SDM Committee chair shall be elected by November 1st of each school year.

6 12.6.5 The SDM Committee may also elect parents, students, and classified members to be
7 regular members of the SDM Committee.

8 **12.7 Term of the Site SDM Committee:**

9 12.7.1 The term of the SDM Committee member shall be one school year unless
10 Association site members vote to change the committee term to two years.

11 12.7.2 If a vacancy occurs, the unit members at the site shall appoint a replacement in the
12 category or grade level at which the vacancy occurred.

13 **12.8 District-Wide Special Education SDM Committee shall:**

14 12.8.1 Address the district-wide special education program and structure to meet the needs
15 of CUSD students.

16 **12.9 District-Wide Special Education SDM Committee Responsibilities:**

17 12.9.1 Provide input on the acquisition and equitable distribution of instructional and
18 assessment materials to meet the needs at all school sites.

19 12.9.2 Provide input on districtwide special education programs.

20 12.9.3 Assist the Director in defining topics for district-wide or sub-group staff
21 development based on the specific needs of Special Education teachers and service providers.

22 12.9.4 Provide district-wide and sub-committee articulation and program development
23 within District policy and State and Federal guidelines.

12.10 Procedures of the Special Education SDM Committee:

12.10.1 Attaining consensus among all members of the SDM Committee is the primary goal. Both parties recognize that decisions by consensus are most effective in promoting cooperation and commitment to the decisions of the SDM Committee. Only if consensus cannot be reached shall decisions be made by a majority vote. The vote required shall be a majority of the committee members present at the meeting.

12.10.2 An agenda will be prepared by the chair of the SDM Committee prior to each meeting. Minutes will be published by a recorder, selected by the committee, and distributed to all staff.

12.10.3 Decisions of the SDM Committee with respect to function and responsibilities are subject to review and approval by the Board of Education or their designees. Decisions of the SDM Committee will align with the Goals and Core Values of the Board of Education, site goals, the collective bargaining agreement, and state/federal mandates.

12.11 Membership of the Special Education SDM Committee:

12.11.1 The Association Special Education Department sub-groups (Elementary Ed Specialist, Middle School Ed Specialist, High School Ed Specialist, Psychologist, Speech and Language Pathologist, Special Day Class Teacher, Orthopedically Impaired Teacher, Adaptive PE Teacher, and Clinical Therapist) shall each elect a SDM Committee member. The remainder of the committee shall be one administrator from the Special Education department, two site administrators (elementary/secondary), one Board Certified Behavior Analyst, and one Occupational Therapist.

12.11.2 The SDM Committee's membership will be elected by October 1st of each school year.

12.11.3 Unit members will determine the process for the election of the SDM Committee chair. Any committee member can be elected to be the chair of the committee.

12.11.4 The SDM Committee chair shall be elected by November 1st of each school year.

1 12.11.5 The SDM Committee may also elect parents, students, and classified members to be
2 regular members of the SDM Committee.

3 **12.12 Term of the Special Education SDM Committee:**

4 12.12.1 The term of a SDM Committee member shall be one school year unless Association
5 site members vote to change the committee term to two years.

6 12.12.2 If a vacancy occurs, the unit members shall appoint a replacement, as described in
7 article 12.11.1.

1 **ARTICLE XIII: CLASS SIZE**

2 **13.1 Elementary Schools**

3 13.1.1 The District will have ten (10) instructional days at the beginning of the school year
4 to make class size adjustments to meet the District average without exceeding the contractual
5 maximum. During those ten (10) instructional days, a class will not exceed two students
6 more than the contractual maximum.

7 13.1.2 After the initial class size adjustment period, no general education classroom shall
8 exceed the following maximums:

- 9 ● TK – 3rd Grade: 24 Students
- 10 ● 4th – 6th Grade: 34 Students

11 13.1.2.1 Combination class size maximum is limited to the maximum of the lower
12 grade.

13 13.1.3 Teachers shall have input into the characteristics of the students enrolled in classes,
14 to ensure fair and balanced classrooms.

15 13.1.4 After the initial class size adjustment period, with the mutual agreement of the
16 elementary school teacher, the Association, and the District, one additional student beyond
17 the maximum may be added with additional compensation as follows:

- 18 ● \$350 per month, while the contractual maximum is exceeded.
 - 19 ○ If the maximum is exceeded beginning after the 15th of the month, the
 - 20 teacher will receive one-half the monthly compensation for that month.
 - 21 ○ If the exceeded maximum is reduced to the contractual maximum prior to
 - 22 the 15th of the month, the teacher will receive one-half the monthly
 - 23 compensation for that month.
- 24 ● Required District averages may not be exceeded

1 13.1.5 Mainstreaming of Elementary Special Education Students into General Education
2 Classrooms

3 13.1.5.1 The amount of time an elementary student with an IEP is mainstreamed
4 from a special education classroom into a general education classroom shall be
5 calculated as instructional class time, excluding recess and lunch. Any student who
6 spends seventy-five percent (75%) or more of this instructional in-class time in a
7 general education classroom shall be counted toward the general education teacher's
8 class size.

9 13.1.5.2 The general education teacher, in collaboration with the IEP team, shall
10 have input into the placement of a student who will be mainstreamed into their
11 classroom. This can be reevaluated through the IEP process at any time.

12 13.1.5.3 The general education teacher shall provide input to the student's teacher of
13 record regarding the student's progress during mainstreaming. Should issues arise, the
14 teacher should work in collaboration with the IEP team to make changes to the
15 mainstreaming plan. In keeping with the IEP, the teacher of record for the student
16 being mainstreamed shall be primarily responsible for the mainstreamed student's
17 behavior plan, assignment modifications, classroom assessments, and the content of
18 progress reports and report cards.

19 13.1.6 Combination Class Assignments: A combination classroom is defined as two grade
20 levels in an elementary classroom. Class configurations at Sycamore School are multi-age by
21 design and do not apply to this article. When a combination classroom is assigned, volunteers
22 from the entire teaching staff will be requested to teach the class. If no teachers volunteer, a
23 teacher will be assigned in order of least seniority from teachers within the span of grade levels
24 in the combination class.

Teachers will not be required to teach combination classes in consecutive years. Once a teacher has taught a combination classroom for a school year, they will move to the bottom of the rotation list of teachers at that grade level span. Teachers shall have input into the characteristics of the student that will make up the class.

13.1.7 Special Education classroom teachers shall not be included, according to State law, when calculating the student/classroom teacher ratio for general education classes.

13.1.8 Elementary school principals shall meet with their staff prior to June 1 to receive input and discuss student assignment as it relates to class size for the subsequent school year. Staff shall be provided the opportunity for input and discussion prior to any changes in teaching assignments. Student and classroom teacher assignments shall again be discussed in the fall prior to finalizing individual classroom teacher class loads.

13.2 Secondary Schools

13.2.1 The District will have five (5) instructional days at the beginning of the school year to make class size adjustments to meet the district average without exceeding the contractual maximum. During those five (5) instructional days, a class will not exceed two students more than the contractual maximum. The District will work to meet those time limits in good faith and to the best of its abilities. Should there occur an unforeseen situation, such as an unusual number of new enrollees (5% increase or above), an untimely computer malfunction, or a serious event or illness causing staff shortage, the District may find it impossible to meet the time limitations of the contract language.

In the event, the District will notify the Association of the need to extend the days for balancing classes in order not to exceed the class size maximum. The Association and the District will determine a timeline to resolve the situation as expediently as possible. The Association will inform its members of the situation.

1 13.2.1.1 After the initial class size adjustment period, with the mutual agreement of
2 the secondary school teacher, the Association, and the District, up to two additional
3 students beyond the maximum of a period may be added with additional
4 compensation as follows:

- 5 • \$80 per month per student, while the contractual maximum is exceeded.
 - 6 ◦ If the maximum is exceeded beginning after the 15th of the month, the
 - 7 teacher will receive one-half the monthly compensation for that month.
 - 8 ◦ If the exceeded maximum is reduced to the contractual maximum prior to
 - 9 the 15th of the month, the teacher will receive one-half the monthly
 - 10 compensation for that month per student.

11 13.2.2 The District shall maintain a District average class size of thirty-three (33) students
12 for grades seven (7) through twelve (12) excluding San Antonio High School. Special
13 Education shall not be included, according to State Law, when calculating the
14 student/classroom teacher ratios for general education classes.

15 13.2.2.1 Except for courses that are, by design, intended for large group instruction
16 and sports physical education classes, the total student load for an individual
17 classroom teacher at the secondary level shall not exceed one less than thirty-seven
18 (37) times five (5).

19 13.2.3 Claremont High School (CHS)

20 The class size maximums for CHS is thirty-seven (37) students except for courses that are by
21 design intended for large group instruction.

22 13.2.3.1 Class size maximum for music, theater, and sixth (6th) period Sports PE
23 shall be determined by agreement between the administrator and class instructor.

24 The class instructor may request a CFA representative be present.

1 13.2.3.2 Classes in art, industrial art, home economics, science lab, and computer
2 lab-based classes shall not exceed the number of student stations.

3 13.2.3.3 Physical Education (PE)

- 4 • Class size maximums shall not exceed forty-seven (47) students except for
5 sixth (6th) period Sports PE classes.
- 6 • Body Building class size shall not exceed forty-four (44) students.

7 13.2.3.4 Additional class size maximums are as follows:

- 8 • Homeroom 32 Students
- 9 • Composition Fundamentals 24 Students
- 10 • Integrated Math Readiness 24 Students
- 11 • Foundations for Academic Success 24 Students

12 13.2.4 El Roble Intermediate School (ER)

13 The class size maximums for ER is thirty-seven (37) students except for courses that are by
14 design intended for large group instruction.

15 13.2.4.1 Class size maximum for music and theater shall be determined by
16 agreement between the administrator and class instructor. The class instructor may
17 request a CFA representative be present.

18 13.2.4.2 Classes in art, industrial art, home economics, science lab, and computer
19 lab-based classes shall not exceed the number of student stations.

20 13.2.4.3 Physical Education (PE)

- 21 • Class size maximums shall not exceed forty-seven (47) students.

22 13.2.4.4 Additional class size maximums are as follows:

- 23 • Homeroom 32 Students
- 24 • English Reading Support 20 Students
- 25 • Math Support 20 Students

1 13.2.5 San Antonio High School

2 San Antonio High School shall have a school site average student/classroom teacher ratio
3 not to exceed 24:1 with no class exceeding 25 students.

4 13.2.5.1 Physical Education (PE) courses and online courses where teachers are
5 only required to supervise and assist students and do not provide whole classroom
6 direct instruction or assessment shall have a student/classroom teacher ratio not to
7 exceed thirty (30) students.

8 13.2.6 Advisory Homeroom

9 Advisory Homeroom will consist of no more than 32 students who shall meet no more than
10 two times per week for a total time not to exceed 80 minutes. The schedule, program, class
11 configuration, and calendar of activities for Advisory Homeroom shall be determined by the
12 site Shared Decision Making Committee and the period may include activities such as
13 social-emotional learning lessons, presentations, surveys, announcements, schoolwide
14 activities, etc. Members will take attendance and deliver curriculum developed by the
15 District. Members will not formally assess students nor issue grades.

16 13.2.7 Tentative Assignments

17 Secondary school administrators shall meet with department chairpersons prior to June 1st to
18 share the listing of tentative courses and number of students. Department chairpersons shall
19 hold a meeting of department members no later than the last day of school to create tentative
20 assignments for the upcoming academic year based on expected courses and sections. During
21 the summer, as changes become necessary, every effort shall be made to contact the member
22 to let them know of the change in assignment.

Each secondary stie administrator shall ensure that the number of courses assigned to members are fair and balanced to the extent possible.

13.2.7.1 After school commences, staff shall again be provided the opportunity for input and discussion prior to the final attempt at leveling classes.

13.2.7.2 Secondary teachers shall not be required to teach a multi-level course with two separate and distinct curricula in the same period as part of their teaching assignment, unless mutually agreed upon by the member and the District. Teachers who elect to do so shall receive a stipend of \$600 each semester. This provision does not apply to online, independent study, or similar non-traditional courses.

13.3 Special Education

The District shall observe all legally required maximums in caseload and class size per California Education Code. SELPA class size guidelines shall be followed for all SELPA classes.

13.3.1 Elementary Mild/Moderate Special Day Classes shall have a class size of no more than twelve (12) students.

13.3.2 Elementary Moderate/Severe Special Day Classes shall have a class size of no more than twelve (12) students.

13.3.3 Secondary Mild/Moderate Classes shall have a class size of no more than twenty (20) students.

13.3.4 Secondary Moderate/Severe classes shall have a class size of no more than twelve (12) students.

13.3.5 After the initial class size adjustment period, with the mutual agreement of the special education teacher, the Association, and the District, class size maximums may be exceeded with compensation as described in Article 13.1.3 (Elementary) and Article 13.2.1.1 (Secondary).

1 **13.4 Special Education Caseloads**

2 Speech and Language Pathologists shall have a district-wide caseload average of fifty-five (55)
3 students per FTE. Clinical Therapists shall have a district-wide caseload average TBD.

4 **13.5 Child Development Program**

5 The Child Development Program shall maintain the following student-to-staff member ratios:

- 6 • BLAST and ASES Child Development 20:1
- 7 • State Preschool 8:1
- 8 • District Preschool 12:1

9 **13.6 New Enrollees**

10 After individual class sizes have been established, additional students will not be placed in a class
11 without notification to the classroom teacher at least one school day prior to the anticipated
12 placement. In the event the classroom teacher and the principal cannot come to an agreement as to
13 the placement of the student, the principal's decision shall prevail; however, such decision must be
14 within the limits of Sections 13.1 and 13.2 of Article XIII.

15 **13.7 Modification Exceptions**

16 The number of students in a class may exceed contractual class size for varied group instruction
17 based on ability, grade, or other factors with the mutual agreement of the member, their grade
18 level/department and the administrator. These groupings shall only constitute a portion of the day
19 and continue for a specific amount of time.

1 **13.8 Fair and Balanced Student Load**

2 13.8.1 Elementary Schools

3 After collaboration with staff to arrange initial classes for the upcoming school year, the
4 elementary site administrators shall ensure that students requiring additional support,
5 including those with IEPs, 504 plans, behavior plans, SSTs, or other identified needs, are
6 distributed with intention among all appropriate general education teachers. This also
7 includes students receiving district-level support to promote balanced and supportive learning
8 environments for all.

9 13.8.2 Secondary Schools

10 Secondary site administrators shall ensure that special education students and students with
11 504 plans are assigned equitably among all appropriate regular education teachers.

12 **13.9 Summer Session Exclusion**

13 The provisions of Article XIII shall not apply to classes maintained during the summer months in the
14 summer session, intersession, or extended year program. The exclusion does not apply to Child
15 Development Program Lead Teacher, Child Development Program Site Coordinator, and Preschool
16 Teacher.

ARTICLE XIV: TRANSFERS

14.1 Definition

A transfer is a change from the unit member's assigned site location to another site within the same position classification. A reassignment is the movement of a unit member's subject area or grade level to another grade level or subject area. A request for increase in FTE is any member who does not currently hold a 1.0 FTE position requesting to increase their FTE by obtaining a vacant position. The position classifications are enumerated in Article I of this Agreement. Unit members returning from leave shall be afforded all rights under this section.

14.2 Teaching Assignment for School Year

Grade level or Department Chairpersons shall be given initial class/department configurations (section allocations or grade levels for classrooms) during the spring of each school year from their principal. Through shared decision making, members shall work with their grade level teams/departments to create tentative assignments for the upcoming year. Grade Level Chairpersons or Department Chairpersons shall submit these requests to the principal by the end of the school year. The principal will finalize assignments and make concluding determination of grade level and courses taught. The principal will then notice members of assignments. Members may appeal the Principal's assignments to the Assistant Superintendent, Human Resources. During the summer, should changes become necessary, principals shall notify affected members as soon as possible. Site administration shall ensure that the number of student IEP, 504 and courses assigned to members are fair and balanced to the extent possible. If changes occur after members have been notified of final schedules, the principal will update the member as soon as possible, but at least by ten (10) business days prior to the first day of the school year.

14.3 Posting of Vacancies

A vacancy is any vacated or newly created position within the bargaining unit. During the contractual work year, vacancies will be filled as needed at the discretion of the District. Between the end of the last instructional day in a school year and 10 business days prior to the start of instructional days in the succeeding school year, the District shall develop a notice of each vacancy as soon as the District determines the need to fill the vacancy.

1 The notice of vacancies will be posted at school sites and emailed to bargaining unit members.
2 Each notice shall state a deadline for applications for voluntary transfer, reassignment or increase
3 in FTE which shall not be less than seven (7) days after the first date of posting, a description of
4 the position and duties, and a list of all qualifications and requirements for the position. The
5 vacancy shall not be filled prior to the posted deadline date. The seven (7) day requirement may
6 be waived by mutual agreement of the superintendent, or designee, and the CFA president.

7 **14.4 Voluntary Transfers, Voluntary Reassignment & Request for Increase of FTE**

8 Voluntary transfers, voluntary reassignments and a request for increase in FTE are initiated by
9 unit members. Forms requesting these actions will be available at Human Resources or from the
10 school site offices. Completed forms shall include the grade and/or subject to which the unit
11 member desires to be assigned and the school or schools to which he/she desires to be
12 transferred.

13 14.4.1 Requests for transfer, reassignment or increase in FTE will be considered only
14 when a vacancy exists.

15 14.4.2 A request for transfer, reassignment or increase in FTE may be initiated by a
16 member of the bargaining unit at any time on the form (APPENDIX J) prescribed by the
17 District. The request will remain on file until the unit member removes it.

18 14.4.3 If the unit member requests that his/her application be kept confidential, the
19 supervisor at his/her worksite shall not be notified by the District of the application.
20 When review for the open position is initiated, the supervisor and member will be
21 informed of application prior to review.

22 **14.5 Involuntary Transfers and Reassignments**

23 Involuntary transfers and reassignments are those initiated by the District after a member has
24 been notified of assignment for a school year, and shall be made only due to enrollment changes,
25 program changes, school closures, changes in curriculum or course offerings.

26

1 14.5.1 The District shall minimize involuntary transfers and reassignments through
2 voluntary procedures. Involuntary transfers and reassignments shall not be based upon an
3 unsatisfactory evaluation or for vindictive, capricious, arbitrary, disciplinary reasons, or
4 Association affiliation/activities.

5 14.5.2 Notice of involuntary transfer and reassignment for the ensuing school year shall
6 be given to a member of the bargaining unit before the end of the school year whenever
7 possible. In the case of an involuntary transfer or reassignment which becomes known
8 during the summer months, the member shall be given notice as soon as possible. In the
9 case of an involuntary transfer or reassignment after the first teaching day of school, the
10 member shall be given up to five (5) working days' notice before the actual transfer or
11 reassignment occurs.

12 14.5.3 Members of the bargaining unit to be involuntarily transferred or reassigned shall
13 have the right to indicate preferences from a list of existing vacancies, if any.

14 14.5.4 A member who is to be involuntarily transferred or reassigned shall be given the
15 reasons for the impending transfer or reassignment in writing before the new assignment
16 becomes finalized.

17 14.5.5 An involuntary transfer or reassignment shall not result in the loss of
18 compensation or any fringe benefits to the member. The unit member involuntarily
19 transferred or reassigned shall receive first consideration when openings at other schools
20 are available upon completion of the appropriate form being filed with Human
21 Resources.

22 **14.6 Criteria for the District's Decision Regarding Voluntary Transfer, Voluntary**
23 **Reassignment, Involuntary Transfer, Involuntary Reassignment and Increase in FTE**

24 For purposes of determining which voluntary transfers, voluntary reassignments, increases in
25 FTE are effected, or for identifying which member of the bargaining unit to transfer when an
26 involuntary transfer or reassignment is necessitated, the District shall base its action upon the
27 following criteria:

1 14.6.1 In the case where a voluntary transfer or increase of FTE are requested at a
2 school different than where the member currently works or a reassignment at a current
3 school, the member will participate in an interview.

4 14.6.2 In the case where an involuntary transfer, reassignment or increase in FTE is
5 necessitated, the qualifications for the transfer of the member shall be based on the
6 following criteria in the following order: credentials, seniority, (defined as the unit
7 member's first paid day of probationary service), academic preparation, relevant
8 professional experience and/or training.

9 14.6.3 A transfer request shall not be denied arbitrarily, capriciously or without basis in
10 fact.

11 **14.7 Instruction Free Duty Days**

12 If a transfer or reassignment is made less than three (3) days before the first working day, or any
13 time after the first working day in a school year, the unit member shall have up to three (3)
14 instruction free duty days at the member's selection for the purpose of packing, moving and
15 planning prior to beginning the new assignment. At elementary sites, if the transfer also involves
16 a change in grade level assignment, the member shall have two (2) additional instruction free
17 duty days prior to beginning the new assignment. At secondary sites, if the transfer also involves
18 a change in department, the member shall have up to two (2) additional instruction free duty days
19 at the member's discretion prior to beginning the new assignment. The District will provide
20 moving assistance.

21 **14.8 Deadline for Release from Assignment**

22 It is expected that all resignations, retirements, and requests for long term leaves to be effective
23 for the following school year shall be submitted to the District no later than May 15 of the
24 previous year. The District will provide members with a tentative assignment for the following
25 school year by June 15. Over the summer months, the District will notify members if that
26 assignment changes as soon as a determination is made.

1 **14.9 Child Development Program, Clinical Therapist, Psychologists, Nurses, Resource**
2 **Specialist Teachers and Speech & Language Pathologists Exemption**

3 Child Development Program Site Coordinator and Preschool Teacher may be transferred at the
4 discretion of the Child Development Program Director. Clinical Therapist, Psychologists,
5 Resource Specialists and Speech and Language Pathologists may be transferred at the discretion
6 of the Director of Special Education. Nurses may be transferred at the discretion of the Assistant
7 Superintendent, Student Services.

8 Potential transfers affecting Resource Specialists that may occur during the school year, shall be
9 given no less than 10 business days prior to the start of instructional days of the succeeding
10 school year. Any member who is subject to transfer during the school year shall be notified in
11 writing 10 business days prior to transfer. Any Resource Specialist who has a caseload of 24
12 students or more (or portion thereof based upon FTE), shall not be subject to mid-year transfer.
13 No Resource Specialist may be assigned to more than two (2) sites. Any member identified in
14 this article that works at more than one site shall have a designated space to service students and
15 will be given any necessary materials at each site.

1 **ARTICLE XV: LEAVE PROVISIONS**

2 **15.1 Sole Benefits**

3 The benefits that are expressly provided in this Article XV are the sole benefits that are part of this
4 collective agreement, and it is agreed that other statutory or regulatory leave benefits are not
5 incorporated, either directly or implied, into this Agreement, nor are such other benefits subject to the
6 grievance procedure set forth in Article VII.

7 The language of this Section 15.1 does not constitute a waiver of any rights members of the bargaining
8 unit may have under the leave provision of the Education Code but is intended to clarify that any such
9 right is not included in this Agreement and not subject to the grievance procedure until included as a
10 negotiated item in a future contract.

11 **15.2 Illness or Injury Leave**

12 Illness or injury leave shall be for physical, mental, and/or medical need.

13 15.2.1 Eligibility

14 15.2.1a Each bargaining unit member employed five (5) days a week for a school
15 year by the Claremont Unified School District shall be entitled to ten (10) days leave
16 of absence for illness or injury.

17 15.2.1b A member of the bargaining unit employed for less than five (5) school days
18 a week shall be entitled, for a school year of service, to that proportion of ten (10) days
19 leave of absence for illness or injury as the number of days they are employed per
20 week bears to five (5).

21 15.2.1c Such leave may not be taken on any day the member is not required to
22 render service.

1 15.2.1d After five (5) consecutive days of absence, the District may require a
2 verification of the nature and severity of the illness or injury through an examination.
3 In the event the District requests a verification, the member of the bargaining unit shall
4 submit a written statement from their regular physician. When sufficient cause exists,
5 the District may require an examination of the member by a physician selected by the
6 District from the Medical Provider Network list and paid for by the District. If the
7 physician's report concludes that the absence is not due to personal illness or injury,
8 or that the illness is not sufficiently severe to warrant continued absence, then the
9 Superintendent or designee, after notice to the member, may deny the continuance of
10 the leave.

11 15.2.2 Compensation

12 15.2.2a Pay for any such day of absence shall be the same as the pay that would
13 have been received had the member served during the day.

14 15.2.2b Credit for leave of absence for the current school year need not be accrued
15 before taking such leave by the member, and such leave of absence may be taken at
16 any time during the school year. If a member does not render service for the entire
17 school year, but has used all paid sick leave, the amount of compensation received for
18 sick leave taken but unearned shall be repaid to the District, and the District shall have
19 the right to make any necessary adjustment on the last warrant.

20 15.2.2c A member who is absent for one-half day, as defined in Article IX, Hours,
21 or less shall have one-half day deducted from the accumulated leave; and if the
22 absence exceeds one-half day, a full day shall be deducted from accumulated leave.

1 15.2.3 Notification

2 15.2.3a A member shall notify the absence reporting system as soon as the need to
3 be absent is known, but not less than one and one-half (1-1/2) hours prior to the start
4 of the work day. Failure to provide adequate notice except in cases of emergency shall
5 be grounds for denial of leave with pay. The notification described herein shall include
6 an estimate of the expected duration of the absence.

7 15.2.3b A member becoming aware of the need for absence due to surgery, or other
8 predictable or priorly scheduled cause, shall submit a statement from their attending
9 physician as far in advance of the initial disability date as possible. The physician's
10 statement shall include the beginning date of disability, the cause of the disability, and
11 the anticipated date of the member's return to active service.

12 15.2.4 Return to Service

13 15.2.4a Upon return to active service, the member will submit an employee absence
14 via the absence verification system.

15 15.2.4b Upon request by management, after an absence of three (3) consecutive
16 days or more, a member may be required, for the health and safety of the employee,
17 the students, and other employees, to present a statement from a physician authorizing
18 a return to work.

19 15.2.4c A member who has experienced a disability absence requiring surgery,
20 hospitalization, or extended medical treatment shall be required, before return to active
21 service, to submit a medical statement on the District form indicating an ability to
22 return to their position without restrictions or detriment to the member's physical
23 and/or emotional well-being. When sufficient cause exists, the District may require
24 that verification be made by a physician selected from the Medical Provider Network
25 and paid for by the District.

1 15.2.4d If the member has indicated that they will be absent for more than one day,
2 that member shall not be permitted to return to service and shall be charged with one
3 additional day of illness or injury leave if the member fails to notify the District of the
4 intent to return to service two (2) hours before the close of the preceding duty day and
5 by such notification failure a substitute is secured.

6 15.2.5 Accumulation of Leave - If a member does not take the full amount of leave allowed
7 in any school year under this section, the amount not taken shall be accumulated from year to
8 year.

9 15.2.6 Unpaid Status - A member of the bargaining unit in an unpaid status who has used all
10 available paid leaves including extended illness and injury benefits (Section 15.3) shall no
11 longer accrue illness or injury leave.

12 **15.3 Extended Illness and Injury Benefits**

13 When a member of the bargaining unit is absent from their duties on account of illness or accident for
14 a period of five (5) school months or less, whether or not the absence arises out of or in the course of
15 the employment of the member, the amount deducted from the salary due for any month in which the
16 absence occurs shall not exceed the sum which is actually paid a substitute employee to fill the
17 member's position during the absence, or if no substitute employee was employed the amount which
18 would have been paid to the substitute had one been employed.

19 **15.4 Pregnancy Leave**

20 15.4.1 The District will comply with Education Code Section 44965.

21 15.4.2 Any member of the bargaining unit who is pregnant shall have their doctor complete
22 the "Doctor's Release from Work" form located in the "New Baby Packet" at least 30 days
23 before their due date. (For "Family Medical Leave Act," refer to Section 15.14.)

1 15.4.3 The District will post the “New Baby Packet” to the Human Resources website and
2 maintain it to ensure it remains compliant with laws related to pregnancy, paternity, and
3 adoption leaves.

4 **15.5 Industrial Accident and Illness Leave**

5 15.5.1 All members of the bargaining unit shall be entitled to the following leave on account
6 of illness or accident which has qualified for worker's compensation benefits;

7 15.5.1a Allowable leave shall be for sixty (60) days during which the schools of the
8 District are required to be in session or when the employee would otherwise have been
9 performing work for the District in any one fiscal year for the same accident.

10 15.5.1b Allowable leave shall not be accumulated from year to year.

11 15.5.1c Industrial accident or illness leave shall commence on the first day of the
12 absence.

13 15.5.1d When a member of the bargaining unit is absent from their duties on account
14 of an industrial accident or illness, the member shall be paid such portion of the salary
15 due for any month in which the absence occurs as when added to their temporary
16 disability indemnity under Division 4 or Division 4.5 of the Labor Code will result in
17 a payment of not more than the member's full salary. The phrase "full salary" as
18 utilized in this Subsection 15.5.1.4 shall be computed so that it shall not be less than
19 the member's "average weekly earnings" as that phrase is utilized in Section 4453 of
20 the Labor Code.

21 For purposes of this Section 15.5, however, the maximum and minimum average
22 weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be
23 deemed applicable.

24 15.5.1e Industrial accident or illness leave shall be reduced by one day for each day
25 of authorized absence, regardless of a temporary disability indemnity award.

1 15.5.1f When an industrial accident or illness leave overlaps into the next fiscal year,
2 the member shall be entitled to only the amount of unused leave due the member for
3 the same illness or injury.

4 15.5.2 Upon termination of the industrial accident or illness leave the member shall be
5 entitled to the benefits provided in Sections 15.2 and 15.3 of this Article XV and for the
6 purposes of each of those sections the absence shall be deemed to have commenced on the date
7 of termination of the industrial accident or illness leave, provided that, if the member continues
8 to receive temporary disability indemnity, they may elect to take as much of the accumulated
9 sick leave which, when added to the temporary disability indemnity, will result in payment to
10 them of not more than the member's full salary.

11 15.5.3 During any paid leave of absence, the member may endorse to the District the
12 temporary disability indemnity checks received on account of the industrial accident or illness.
13 The District in turn shall issue the member appropriate salary warrants for payment of the
14 member's salary and shall deduct retirement and other authorized contributions, and the
15 temporary disability indemnity, if any, actually paid to and retained by the member for the
16 period covered by such salary warrants.

17 15.5.4 The District reserves the right to secure proof of industrial accident or illness of any
18 member of the bargaining unit. Before salary payments will be made to a member absent
19 because of an industrial accident or illness, a report of such accident or illness in the form
20 prescribed by the District must be on file in the office of the Risk Manager, and the injury or
21 illness must have qualified for workers' compensation benefits.

22 15.5.5 District follows the State of California Labor Code with respect to the provisions of
23 medical treatment for employees who are injured on the job.

1 **15.6 Leave of Absence Due to Bereavement**

2 15.6.1 Unit members are entitled to a leave of absence, not to exceed five days, on account
3 of the death of any member of their immediate family. Additional days of leave may be granted
4 as provided in this Article XV, Section 15.8. This leave must be completed within three (3)
5 months of the death.

6 15.6.2 Members of the immediate family, as stated in this section, means the mother, father,
7 mother-in-law, father-in-law, grandmother, grandfather, or grandchild of the employee or of
8 the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law,
9 brother, brother-in-law, sister, sister-in-law, of the employee, or any relative living in the
10 immediate household of the employee.

11 **15.7 Jury Duty**

12 15.7.1 Members of the bargaining unit will be provided the necessary number of days of paid
13 leave for regularly called jury duty service. The member shall submit a copy of the summons
14 to report to their supervisor and notify the absence reporting system as soon as the need to be
15 absent is known.

16 15.7.2 It is the responsibility of the member to report to work whenever the member is not
17 required to attend jury duty service. When the member is excused early on a day of jury duty,
18 the member shall return to work, at the direction of the member's supervisor, if at the time of
19 dismissal from jury duty there are at least four (4) hours remaining in the member's duty day.

20 15.7.3 The member shall not volunteer for additional jury duty beyond the normal legal
21 requirement, and the leave of absence provided for in Section 15.7 of Article XV shall not be
22 available for such jury service.

23 15.7.4 The District reserves the right to request that any member be excused from jury service
24 or to request alternate service dates in the event said jury service would entail undue hardship
25 on the public served by the member.

1 15.7.5 A unit member summoned for jury duty during the school year who requests and is
2 granted a postponement and then subsequently serves their jury duty during non-paid days
3 shall be paid the substitute teacher daily rate for days of jury duty served during non-paid time.
4 Documentation of the original summons to report for jury duty, approved rescheduled jury
5 duty date, and completion of jury duty service shall be submitted to Human Resources within
6 sixty (60) days of completion of service to receive payment.

7 15.7.5 Within five (5) days of being compensated by the court system for jury duty service,
8 the member will reimburse the District the amount of compensation received.

9 **15.8 Personal Necessity Leave**

10 Leave which is credited under Section 15.2 of this Article XV may be used at the member's election,
11 for purposes of personal necessity, provided that the use of such personal necessity leave does not
12 exceed their annual allotment of ten (10) days in any school year. Personal Necessity Leave is intended
13 to afford time off for a bargaining unit member to deal with circumstances that are unanticipated or
14 unavoidable. It may not be used for work stoppage, work slowdown, strike, concerted activities, or for
15 any activity that results in compensation, income, or financial gain to be accrued by a member of the
16 bargaining unit.

17 15.8.1 Approval for Personal necessity leave, as defined in this article, may be granted for:

18 15.8.1a Up to three consecutive days by notifying the absence reporting system.

19 15.8.1b Four to ten consecutive days by obtaining prior approval from the member's
20 immediate supervisor or the Assistant Superintendent of Human Resources.

21 15.8.1c More than ten days, in a school year, at the sole discretion of the
22 Superintendent.

23 15.8.2 Under all circumstances, the member must notify the absence reporting system before
24 the leave. Upon return to active service, the member will submit an employee absence form
25 via the absence verification system.

1 **15.9 Personal Leave Without Pay**

2 15.9.1 Members of the bargaining unit may be granted personal leave without pay at the sole
3 discretion of the Superintendent, not to exceed five (5) days during any one school year.

4 15.9.2 All such leave must have prior approval by the Superintendent, otherwise, the leave
5 must be considered unauthorized.

6 15.9.3 Where personal leave exceeds five (5) days, a written request shall be presented to the
7 Board of Education for consideration as provided in Section 15.10 of this Article XV.

8 15.9.4 Personal leave will not be granted for purposes of: (a) work stoppage, work slowdown,
9 or strike; (b) any concerted activity that interferes with the efficient operation of the District;
10 (c) personal convenience or routine personal activities; (d) vacation, holiday, recreation, or
11 social activities; or (3) gainful employment except in cases where there are extenuating
12 circumstances as determined solely by the Superintendent.

13 15.9.5 Personal leave may be utilized for religious holidays and observances.

14 15.9.6 Under all circumstances, a member shall verify in writing that the circumstances
15 giving rise to the request for personal leave must be handled at the time requested and cannot
16 reasonably be fulfilled at any other time.

17 15.9.7 Issues arising out of the exercise by the Superintendent or the Board of Education and
18 the administration of these responsibilities under Section 15.9 of this Article XV, including the
19 facts underlying the exercise of such discretion, shall not be subject to the grievance procedure
20 as set forth in Article VII herein.

1 **15.10 Extended Personal Leave Without Pay**

2 15.10.1 Members of the bargaining unit may request extended personal leave without pay for
3 periods in excess of five (5) days. The request shall be made in writing on the form prescribed
4 by the Board. The leave must be processed through the member's immediate supervisor and
5 approved by the Superintendent before it is presented to the Board for approval. The request
6 shall specify the time of the leave and the reason for the request. Leaves not to exceed one (1)
7 year may be granted without pay for:

8 15.10.1a Leave to serve in the Armed Forces to fulfill obligations incurred under
9 Federal and State law.

10 15.10.1b Leave for academic study, educational and professional growth. (See
11 APPENDIX K for procedures.)

12 15.10.1c Leave for serving in the Peace Corps, job corps, teacher corps, foreign
13 military teaching programs, or federally sponsored civil service related to teaching.

14 15.10.1d Leave for child rearing and/or child bearing (for natural or adopted child).

15 15.10.1e Leave to run for or serve in an elective office.

16 15.10.1f Leave to serve as an officer in the Association or its affiliates.

17 15.10.1g Leave for personal health reasons.

18 15.10.2 Request for leave without pay not listed herein may be approved if the
19 Superintendent is satisfied that the needs of the District can be met. These
20 leave requests must then be processed through the steps as outlined in the first
21 paragraph of this section.

1 15.10.2a A member on extended leave without pay may request an extension of leave
2 as listed in 15.10.1a-g for up to one additional year. Any such request must be made in
3 writing by February 1 and must be approved by the Superintendent. An extension
4 request must be processed through the steps as outlined in the first paragraph of this
5 section.

6 15.10.2b A member on extended leave without pay may request an extension of leave
7 without pay not listed herein for up to one additional year. Any such request must be made in
8 writing by February 1 and may be approved if the Superintendent is satisfied that the needs of
9 the District can be met. These extension requests must then be processed through the steps as
10 outlined in the first paragraph of this section.

11 15.10.3 A member on leave without pay may participate in the employee group benefits,
12 provided the member pays the full cost on a monthly basis ten (10) days in advance of the
13 month due.

14 15.10.4 A member on personal leave without pay for more than 25% of their scheduled work
15 year shall not advance a step on their appropriate salary schedule for the year of the leave. In
16 addition, any personal leave without pay constitutes an interruption in and loss of State
17 Teachers Retirement System service credit, as per STRS policy.

18 15.10.5 Any full or part-time/job-sharing member on an approved extended leave without pay
19 for not more than two years shall retain their right to return to a comparable position in the
20 District.

21 15.10.6 A member on leave shall notify the proper administrator in writing by February 1 of
22 their intent to return to this system at the beginning of the next school year.

23 15.10.7 Deductions for each day's absence approved but without pay shall be made at the rate
24 of one (1) divided by the number of days required duty for the current school year times the
25 annual contractual salary.

1 15.10.8 A member of the bargaining unit on extended personal leave shall not earn nor be
2 entitled to illness or injury leave, holiday, or any other form of paid leave.

3 15.10.9 Issues arising out of the exercise by the Board and Administration of the
4 responsibilities under this Section 15.10 of this Article XV, including the facts underlying the
5 exercise of such discretion, shall not be subject to the grievance procedure as set forth in Article
6 VII.

7 **15.11 Sabbatical Leave**

8 15.11.1 The District shall grant sabbatical leave to members of the bargaining unit to improve
9 the value and quality of the member's work through enrichment of the member's experience
10 and training. When the Sabbatical Leave Committee does not recommend at least one
11 sabbatical leave, no such leave shall be granted for the ensuing school year.

12 15.11.2 The number of leaves granted during any one year shall not exceed 2% of the full-
13 time equivalency (F.T.E.) classroom teachers of the bargaining unit. The actual number of
14 leaves that will be granted each year will depend upon the financial resources of the District as
15 determined by the Board of Education.

16 15.11.3 No sabbatical leave will be granted until the Superintendent is satisfied that a suitable
17 provision can be made for carrying on the member's work during the member's absence.

18 15.11.4 After returning from leave, every member of the bargaining unit granted a sabbatical
19 leave is required to render a period of service in the employ of the Governing Board of the
20 District which is equal to twice the period of the leave. The District will give every member
21 returning from sabbatical leave equal consideration for assignment as other continuing
22 members. Prior assignment and sabbatical experience will be considered along with other
23 District needs.

1 15.11.5 The District shall establish policy, regulations and procedures to implement this
2 sabbatical leave section including but not limited to (a) eligibility, (b) purposes, (c)
3 compensation, (d) evidence of fulfillment of leave, (e) return to service, (f) retirement, (g)
4 accident and illness on leave, (h) liability of the District, (i) application, (j) criteria for selection,
5 (k) length of leave, and (l) approval.

6 15.11.6 Nothing contained in this Article XV, Section 15.11 or in Article X hereof shall be
7 construed to allow for any interpretation, application, or alleged violation of this Article XV,
8 Section 15.11 being subject to the Grievance Procedure, Article VII.

9 **15.12 Notification of Return to Work**

10 In the event a member of the bargaining unit, returning from a leave of absence, fails to notify the
11 immediate supervisor of their intention to return from leave by the time specified in the foregoing
12 sections of this Article XV and a substitute reports for service, the substitute shall be permitted to
13 serve and the member shall be on unpaid leave of absence for the day.

14 **15.13 Unauthorized Leave**

15 Any absence of a member of the bargaining unit on a day of required duty that has not met the
16 eligibility, notification, and approval requirements of the various leave provisions of this Article XV
17 shall be considered an unauthorized leave. Members of the bargaining unit shall not be compensated
18 for any period of unauthorized leave, and the District shall deduct on a pro rata basis the District's
19 contribution towards the health and welfare benefits specified in Article XI of this Agreement for the
20 period of the unauthorized leave.

21 Withholding of compensation and health and welfare benefits shall not occur until administrative
22 personnel have made diligent efforts to contact the employee and discover the reason for the absence.

1 **15.14 Family Care Leave**

2 15.14.1 Any unit member who has served the district more than one continuous year and has
3 provided at least 1250 hours of service in the twelve (12) month period before the request for
4 unpaid family care leave shall be eligible to take either accrued Sick Leave or Substitute
5 Differential pay as provided by Education Code section 44977 for family care leave if required
6 under the provisions of the federal Family Medical Leave Act (FMLA, 29 U.S.C. 2601), and
7 the California Family Rights Act (CFRA, Government Code section 12945.2). All terms and
8 conditions set forth in this article shall be applied consistent with the FMLA and CFRA.

9 15.14.2 Family Care Leave may be used for the following reasons: (a) the birth or placement
10 for adoption or foster care of a child (leave may be taken only within 12 months of birth or
11 placement), (b) the serious health condition of a spouse, child, or parent, (c) the employee's
12 own serious health condition, and (d) qualifying emergencies arising out of deployment of a
13 family member in the regular armed forces or caregiving to a veteran with serious injuries as
14 defined in the FMLA who is a family member.

15 15.14.3 For purposes of this regulation, "child" is defined as a biological, adopted, or foster
16 child, a stepchild, a legal ward, or a child of a person standing in loco parentis, as long as the
17 child is under 18 years of age or an adult dependent child. For purposes of this regulation,
18 "parent" is defined as a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
19 "Serious health condition" is defined as "an illness, injury, impairment, or physical or mental
20 condition" involving either inpatient care or continuing treatment by a health care provider.

1 15.14.4 Family Care Leave may be taken in one or more periods but shall not exceed a total
2 of 12 weeks within a 12-month period, or 26 weeks in the case of care for a member of the
3 regular armed services as defined in the FMLA where the unit member is a spouse, son,
4 daughter, parent, or next of kin. Leave taken for serious health conditions, either of a family
5 member or the employee, may be taken intermittently or on a reduced schedule if medically
6 necessary. The District reserves the right to place any lawful restrictions upon a unit member's
7 intermittent or reduced schedule usage of unpaid family care leave.

8 15.14.5 The employee shall continue to be entitled to participate in pension and retirement
9 plans, and supplemental unemployment benefit plans to the same extent under the same
10 conditions as apply to an unpaid leave taken for any other purpose. Health benefits continue
11 through an employee's leave. An employer may recover health coverage premiums paid for an
12 employee who fails to return from leave, except if the reason is for the continuation, recurrence,
13 or onset of a serious health condition, or something else beyond the employee's control. This
14 is subject to certification.

15 15.14.6 The employee shall retain their employee status with the district during the leave
16 period, and the leave shall not constitute a break in service for the purposes of longevity,
17 seniority, or any employee benefit plan.

18 15.14.7 If an employee's need for family care leave is foreseeable, they shall give the district
19 written notice and request for family care leave at least thirty (30) days before commencement
20 of any family care leave. If the need for family care leave is not known thirty (30) days before
21 the date the family care leave must begin, the employee shall provide a written notice and
22 request for family care leave within one business day of learning of the need for the leave. If
23 leave is needed for a planned medical treatment or supervision, the employee shall make a
24 reasonable effort to schedule the treatment or supervision to avoid disruption of district
25 operations. This scheduling shall be subject to the health care provider's approval.

1 15.14.8 An employee's request for leave due to a serious health condition of the employee or
2 to care for a child, spouse, or parent who has a serious health condition shall be supported by
3 submitting a Certification of Health Care Provider form for the person requiring the care. This
4 certification shall include:

5 15.14.8a The date on which the serious health condition began.

6 15.14.8b The probable duration of the condition.

7 15.14.8c An estimate of the amount of time the health care provider believes the
8 employee needs to care for the person requiring care.

9 15.14.8d A statement that the serious health condition either warrants the participation
10 of a family member to provide care during a period of the treatment or supervision of
11 the person requiring care, or renders the employee unable to perform his or her job
12 functions.

13 If additional leave is needed when the time estimated by the health care provider
14 expires, the employee shall provide recertification as specified above.

15 **15.15 Catastrophic Leave Bank**

16 15.15.1 The Association and the District agree to create a Catastrophic Leave Bank (Hereafter
17 referred to as the "Bank") effective at the adoption of this agreement for all Bargaining Unit
18 Members covered by this agreement who: have a serious catastrophic illness, injury or
19 disability; have a catastrophic illness/injury in their immediate family requiring their presence;
20 and who have exhausted their own accumulated sick leave.

21 15.15.2 For the purpose of this section, any "day" donated to the Bank will be valued as one
22 day of service and will equal one day of service for the Bargaining Unit Member who
23 withdraws a day from the Bank. Once a day is donated to the Bank, the donation is irrevocable.

1 15.15.3 The District will contribute an initial lump sum to the Bank equal to \$28,500. This
2 sum will be converted to “days” based on the average daily rate of all Bargaining Unit
3 Members. The District and CFA agree to use the sum of \$421.67 as the calculated average
4 daily rate, including statutory costs, resulting in an initial deposit of 67.5 days to the Bank.

5 15.15.4 Any unused days held in the Bank at the end of the year will be carried over and
6 accumulate year to year.

7 15.15.5 The Catastrophic Leave Bank shall be administered by a Catastrophic Leave
8 Committee consisting of two (2) members designated by the CFA and one (1) member
9 designated by the District. The committee is charged with the responsibility of implementing
10 the Catastrophic Leave Bank provisions and maintaining the solvency of the Bank. Decisions
11 of the committee are final. However, Bargaining Unit Members denied support under this
12 provision may appeal the Catastrophic Leave Committee’s decision to the CFA Executive
13 Board. Decisions under this provision are not subject to the grievance procedure. The CUSD
14 Board of Education or district administration will in no way be held responsible or liable for
15 the decisions made about catastrophic leave by the Catastrophic Leave Committee or the CFA
16 Executive Board.

17 15.15.6 At its discretion, the Catastrophic Leave Committee may grant partial or prorated days
18 for members receiving partial disability benefits.

19 15.15.7 Nothing in this section shall impose upon the Catastrophic Leave Committee of the
20 District any obligation either to consider or grant a request for Catastrophic Leave benefits
21 when the Bank does not contain sufficient days to grant the requested leave.

22 15.15.8 The District will set up and maintain the Bank’s records.

23 15.15.9 Participation in the Catastrophic Leave Bank is voluntary. All permanent Bargaining
24 Unit Members are eligible to contribute to the Bank.

1 15.15.10 Members may donate up to one (1) day per year to the Bank for every ten (10) days
2 of accumulated sick leave; not to exceed a total annual donation of five (5) days. A donation
3 may be made at any time during the year. To donate a day to the Bank, a member must complete
4 the Catastrophic Leave Contribution Form and submit it to the District Office. Said forms will
5 be created by the District and included in the “Annual Employee Notification” packet sent to
6 every Unit Member. Forms will also be available at the District Office.

7 15.15.11 As set forth in Article XV and as set forth in the Education Code and other applicable
8 law, the District shall decide regarding a request for leave under the District’s policy. No
9 Bargaining Unit Member shall be eligible to apply for withdrawal from the Bank unless first
10 placed on an authorized leave by the District, according to the provisions outlined in Article
11 XV.

12 15.15.12 All permanent Bargaining Unit Members are eligible to apply for support
13 under the provisions of the Catastrophic Leave Bank.

14 15.15.13 Eligibility for support from the Catastrophic Leave Bank and the amount of
15 additional sick leave to be granted shall be the decision of the Catastrophic Leave Committee
16 and shall be governed by the following criteria: The applicant must be a current Bargaining
17 Unit Member covered by this agreement; adequate evidence of serious illness, injury or
18 disability of the unit member or immediate family member may be required; and all prior
19 accrued sick leave has been exhausted by the Bargaining Unit Member.

1 15.15.14 The initial grant of sick leave by the Catastrophic Leave Committee shall not exceed
2 twenty (20) days. Extensions may be granted by the Catastrophic Leave Committee upon
3 demonstration of further need by the applicant. The maximum number of days that may be
4 granted from the Bank to a single Bargaining Unit Member in one school year shall not exceed
5 fifty (50) days. Any days granted by the Catastrophic Leave Committee not used by the
6 applicant shall be returned to the Bank upon the Bargaining Unit Member's return to work
7 after the leave.

8 **15.16 Military Leave**

9 Unit members shall be entitled to all statutory rights to military leave under applicable laws, including
10 Military and Veterans Code section 395, and Education Code section 44800. Members of the
11 bargaining unit who are attached to the military services and apply for a temporary military leave shall
12 make every effort to prevent their military obligation from conflicting with school duties.

13 15.16.1 Temporary Military Leave

14 Temporary military leave, pursuant to Military and Veterans Code section 395, shall be
15 granted to members of the bargaining unit called into temporary active duty of any unit of
16 the United States Reserves or the National Guard, without loss of pay or accumulated
17 sick leave, provided such obligation cannot be fulfilled on days when school is not in
18 session and provided further that the period of ordered duty does not exceed one hundred
19 eighty (180) calendar days, including time involved in going to and returning from, such
20 duty. A member of the bargaining unit on temporary military leave of absence, who has
21 been in service of the Claremont Unified School District for a period of not less than one (1)
22 year immediately prior to the day on which the absence begins, shall be entitled to receive
23 salary, health and welfare benefits or compensation as an employee of the District for the first
24 thirty (30) days of any such absence. Pay for such absence shall not exceed thirty (30)
25 days in any one (1) fiscal year.

15.16.2 Active Military Service

Any member of the bargaining unit who enters the active military service of the United States of America or the State of California, as defined in Education Code section 44800, during any period of national emergency declared by the President of the United States of America, or during any war in which the United States of America is engaged shall be entitled to military leave. Within six (6) months after such member honorably leaves such service or has been placed on inactive duty, the member shall be entitled to return to the position held by the member at the time of the member's entrance into such service at the salary to which the member would have been entitled had the member not been absent from the service of the District under the provisions of this subsection. Such absence shall not be construed as a break in service.

15.16.3 Probationary Status

In the case of a member of the bargaining unit who is a probationary employee, the period of any military leave of absence shall not count as part of the service required as a condition precedent to the classification of that member as a permanent employee of the District.

1 **ARTICLE XVI: EVALUATIONS**

2 **16.1 Evaluation Procedures**

3 Formal Evaluations will be documented on the appropriate Evaluation and Observation Forms
4 outlined in the CBA and will be based on appropriate professional standards for each Bargaining
5 Unit sub-group; Teachers, Counselors, Psychologists, Nurses, Speech and Language Pathologists,
6 Child Development Program Professionals (Appropriate standards will be listed in the appendix).

7 **16.2 Evaluation Cycle**

8 Evaluations for certificated employees shall be made on a continuing basis as follows:

- 9 (1) Twice each school year for probationary unit members
10 (2) At least every other year for unit members with permanent status
11 (3) At least every five years for unit members with permanent status who have been
12 employed at least 10 years with the school district, are highly qualified (as state and
13 federally required), and whose previous evaluation rated the unit member as meeting
14 standard, if the evaluator and unit member being evaluated agree. The unit member
15 or the evaluator may withdraw consent at any time and return to evaluation at least
16 every other year.

17 **16.3 Timeline and Procedures for Evaluation of Probationary Unit Members (and**
18 **Permanent Unit Members on a Program for Improvement)**

19 16.3.1 **Setting Objectives:** On or before October 1, all probationary unit members will be
20 notified of the timeline and procedures for evaluation by their evaluator. Before October 15,
21 the evaluator and probationary unit member shall meet to discuss the evaluation process
22 outlined in Article XVI of the CBA. They will discuss the appropriate professional standards.

1 The unit member will select one Standard Element, the evaluator will select one Standard
2 Element, and a third will be a Standard Element agreed upon by the grade level, department,
3 or other site-shared decision-making body for all members evaluated that year. The unit
4 member, in consultation with the evaluator, will develop one objective and the action step(s)
5 focusing on each Standard Element selected. The written objectives will be filed with the
6 evaluator before November 15.

7 **16.3.2 First Formal Observation:** The evaluator will conduct one scheduled formal
8 observation before December 15. The evaluator will notify the unit member in writing of the
9 scheduled observation at least one week in advance. The evaluator will use the prescribed
10 Observation Form (Appendix N) during the formal observation, which will be attached to the
11 Mid-Year Evaluation (Appendix L). The evaluator shall discuss the formal observation with
12 the unit member at the Mid-Year Evaluation Conference. The evaluator may, at their
13 discretion, conduct informal observations of the probationary unit member to support the
14 Mid-Year or End-of-Year evaluation of the three selected standard elements. The evaluator
15 may leave notes after the informal observation and/or discuss informal observations with the
16 unit member but shall not attach the informal observation notes as part of the Mid-Year
17 Evaluation. The unit member shall have the right to attach a response to any documented
18 record of an observation before it is placed in the unit member's personnel file.

1 **16.3.3 Mid-Year Evaluation Conference:** Following the first scheduled formal
2 observation and by Dec 15th, the evaluator shall meet with each probationary unit member to
3 conduct the Mid-Year Evaluation. During this Mid-Year Evaluation, the parties will discuss
4 the first formal observation and progress in meeting each of the identified Standard Elements.
5 Any objective evaluated as “Approaching Standard” or “Does Not Meet Standard” shall be
6 discussed, and strategies will be identified to assist the unit member in achieving the
7 Standard Element. For classroom teachers, the Reflective Questions of the CSTP Standards
8 will be utilized to identify and discuss strategies to achieve the standard.

9 **16.3.4 Second Formal Observation:** The evaluator will conduct a second scheduled
10 formal observation before March 1. The evaluator will notify the teacher in writing of the
11 scheduled observation at least one week in advance. The evaluator will use the prescribed
12 observation form during the formal observation, and this form will be attached to the Final
13 Evaluation. The evaluator shall discuss the formal observation with the unit member during
14 the End-Of-Year Evaluation Conference. The evaluator may, at their discretion, conduct
15 informal observations of the probationary unit member to support the Mid-Year or End-Of-
16 Year Evaluation on the three selected standard elements. The evaluator may leave notes after
17 the informal observation and/or discuss informal observations with the unit member but shall
18 not attach the informal observation notes as part of the End-Of-Year Evaluation. The unit
19 member shall have the right to attach a response to any documented record of an observation
20 before it is placed in the unit member’s personnel file.

1 **16.3.5 End-Of-Year Evaluation:** Before March 1, the evaluator shall meet in a Final
2 Evaluation Conference with each probationary unit member to again assess the progress
3 made in meeting the standards set earlier in the year and to discuss the second formal
4 observation. The second formal observation form shall be attached to the official End-Of-
5 Year Evaluation document and filed with Human Resources. A copy of all evaluative
6 documents will be given to the bargaining unit member.

7 **16.3.6** The probationary unit member receiving a “Does Not Meet Standard” on the End-
8 Of-Year Evaluation, re-elected the following year, will be placed on a program for
9 improvement for the following year as defined in Article 16.5.

10 **16.4 Timeline and Procedure for Evaluation of Unit Members with Permanent Status**

11 **16.4.1 Setting Objectives:** On or before October 1, all permanent unit members will be
12 notified of the timeline and procedures for evaluation by their evaluator. Before October 15,
13 the evaluator and permanent unit member shall meet to discuss the evaluation process
14 outlined in Article XVI of the CBA. They will discuss the appropriate professional standards.
15 The unit member will select one Standard Element, the evaluator will select one Standard
16 Element, and a third will be a Standard Element agreed upon by the grade level, department,
17 or other site-shared decision-making body for all members being evaluated that year. In
18 consultation with the evaluator, the unit member, will develop one objective and the action
19 step(s) focusing on each Standard Element selected. The written objectives will be filed with
20 the evaluator prior to November 15.

1 **16.4.2 Formal Observation:** The evaluator will conduct one formal observation during
2 each evaluation year of the unit member’s evaluation cycle, as outlined in 16.1.1. The
3 observation shall take place prior to April 15. The evaluator will notify the unit member in
4 writing of the scheduled observation at least one week in advance. The evaluator will use the
5 prescribed Observation Form (Appendix N) during the formal observation and this form will
6 be attached to the Final Evaluation (Appendix M). The evaluator shall discuss the formal
7 observation with the Unit Member during the Observation Conference within 10 days after
8 the formal observation. The evaluator may, at their discretion, conduct informal observations
9 of the unit member for the purpose of supporting the Final Evaluation. The evaluator may
10 leave notes after the informal observation and/or discuss informal observations with the unit
11 member, but shall not attach the informal observation notes as part of the Final Evaluation.
12 The unit member shall have the right to attach a response to any documented record of an
13 observation before it is placed in the unit member’s personnel file.

14 **16.4.3 Final Evaluation:** The evaluator and unit member will meet for the Final Evaluation
15 Conference no later than May 1 to discuss the final evaluation. The evaluator will indicate
16 “Meeting Standard” or “Not Meeting Standard” for each Professional Standard Domain,
17 based on the objective written for each Domain. If one or more of the three selected Domains
18 is marked as “Not Meeting Standard” a program for improvement shall be implemented
19 using the prescribed form (Appendix O) (note: focusing on the Reflective Questions for
20 classroom teachers). The formal observation form along with the program for improvement,
21 if applicable, shall be attached to the official Final Evaluation document shall be filed with
22 Human Resources.

1 16.4.4 A permanent unit member receiving a “Does Not Meet Standard” rating on the Final
2 Evaluation will follow the timeline and procedures for evaluation outlined in 16.2 in each
3 subsequent year until the unit member receives a “Meets Standard” rating at which time the
4 unit member will return to the evaluation cycle outline in 16.1.1.

5 16.4.5 The unit member may file a statement to be attached to the evaluation documents.
6 This must be completed within ten days following the final evaluation conference and sent
7 directly to Human Resources with a copy of the immediate supervisor. The statement shall be
8 attached to the original copy of the evaluation.

9 16.4.6 A copy of the final evaluation shall be given to the unit member prior to May 10, of
10 the school year in which the evaluation takes place. The original copy of the evaluation shall
11 become a part of the unit member’s personnel file prior to May 30, of that school year.

12 **16.5 Procedure for Improvement of Unsatisfactory Performance**

13 16.5.1 **Probationary Unit Member:** If a unit member with probationary status receives a
14 “Does Not Meet Standard” evaluation, the probationary unit member will continue to follow
15 the evaluation cycle outlined in section 16.2 for the next academic year. The probationary
16 unit member and the evaluator will together develop an improvement plan before the end of
17 the school year that will utilize the Improvement Plan Unit Member Evaluation Form
18 (Appendix O). The evaluator and probationary unit member will develop a personally written
19 objective and support plan for meeting each Standard Element marked as “Not Meeting
20 Standard.” For classroom teachers, the objectives will utilize the Reflective Questions of the
21 CSTPs. The duration of the program for improvement will be the period of time until the
22 next scheduled evaluation. The Program for Improvement does not impact the ability for an
23 administrator to non-reelect a probationary unit member.

1 **16.5.2 Permanent Unit Member:** If a unit member with permanent status receives a “Does
2 Not Meet Standard” evaluation, the permanent unit member will follow the evaluation cycle
3 outlined in section 16.2 for the next academic year. The permanent unit member and the
4 evaluator will together develop an improvement plan between May 10 and the end of the
5 school year that will utilize the Improvement Plan Unit Member Evaluation Form (Appendix
6 O). The evaluator and unit member will develop a personally written objective and support
7 plan for meeting each Standard Element marked as “Not Meeting Standard.” For classroom
8 teachers, the objectives will utilize the Reflective Questions of the CSTPs. The duration of
9 the program for improvement will be the period of time until the scheduled final evaluation
10 the following year.

11 **16.5.3** A satisfactory evaluation on the subsequent final evaluation will be based upon the
12 unit member’s satisfactorily achieving the objectives of the Program for Improvement, as
13 evaluated on the Program for Improvement Form, while continuing to fulfill all contractual
14 responsibilities.

15 **16.5.4** The District will follow established Education Code procedures should a unit
16 member receive a “Does Not Meet Standard” on the subsequent evaluation of the element
17 identified for program improvement after that member has completed one year on a Program
18 for Improvement.

19 **16.6 Personnel Files**

20 Any material placed in the file shall be signed and dated by the person or persons who drafted it.
21 Pursuant to Policy 4151, member notification shall occur within five (5) working days following the
22 date when any addition to the personnel file is made and shall be accompanied by a copy of the
23 material added to the file.

1 16.6.1 The unit member shall sign and date any documents pertaining to the evaluation
2 process (i.e., performance objectives, evaluation forms, improvement, and/or remediation
3 plans) to indicate that they have seen the material, but the signature shall not necessarily
4 indicate agreement with the contents. The unit member has the right to attach a response to
5 any materials related to the evaluation process.

6 16.6.2 No negative evaluation of performance shall be predicated upon any written material
7 of a derogatory or critical nature which has been received or reviewed by the evaluator unless
8 the member has first been given notice of the same and an opportunity to discuss the matter
9 with the evaluator. The member shall have the right to have the member's written reply
10 become a part of the evaluation documents. Evaluations are not subject to removal. Evidence
11 or materials that are proven to be false shall not be included in the evaluation process and
12 written derogatory statements regarding a member's performance which are proven to be
13 false shall be removed from the member's personnel file. The District shall make a good faith
14 effort to investigate and substantiate the truth or falsity of any derogatory statements. If the
15 statement is false, then no record of the statement shall be placed in the unit member's file.
16 Any member of the bargaining unit shall have access to examine and obtain copies of all
17 materials in their personnel file that are not restricted as confidential by Education Code
18 section 44031. Personnel files are located in the District Office and may be seen by
19 appointment during the business hours of the Claremont Unified School District office.

20 16.6.3 Upon written authorization by a unit member, an association representative of the
21 unit member shall be permitted to examine materials in the file, according to the procedure
22 outlined in 16.6.2.

1 **ARTICLE XVII: SUMMER SESSION**

2 **17.1 Benefits**

3 Benefits which are expressly provided by this article are the sole benefits to which members of
4 the bargaining unit who are employed during the summer recess or for intersession programs are
5 entitled; and, it is agreed that any benefit provided by State Law, District Policies, or Articles IV,
6 V, VII, IX, XI, XIII, XIV, XV, XVI, and XX of this Agreement are not applicable to or provided
7 for members of the bargaining unit employed during the summer recess.

8 **17.2 Compensation**

9 Members of the bargaining unit who are assigned to summer session, intersession, and extended
10 year session shall be remunerated as provided in Article X, Section 10.5.

11 **17.3 Hiring**

12 Recommendations to fill summer school teaching positions will be made first from among the
13 members of the regular staff who are qualified to teach the subjects offered and who have
14 expressed a desire for such employment.

15 When it is not possible to fill positions in the above manner, applications from qualified
16 credentialed personnel from outside the district will be considered.

17 In the event there are more qualified applicants than positions, the most competent will be
18 recommended. Professional preparation and appropriate demonstrated successful experience
19 will be used as indications of competency. All other things being equal, classroom teachers with
20 the greatest length of Claremont Unified School District service in the subject area and/or grade
21 level required by the summer school positions will be recommended with the following
22 exception:

1 After two consecutive years of summer school employment, a classroom teacher's
2 seniority rank will, for the third year only, drop below the ranks of those not employed
3 for the two previous consecutive years. The classroom teacher will, however, retain
4 his/her seniority rank among the others losing their seniority rank for the same year.
5 After a classroom teacher loses his/her regular seniority rank for one year, and upon
6 being employed for a summer school assignment, in the fourth or subsequent year, the
7 three year cycle defined above will be reinitiated.

8 **17.4 Leave Provisions**

9 Members of the bargaining unit who are employed during the summer recess shall be entitled to
10 the following leaves:

11 17.4.1 Illness or Injury Leave - Members of the bargaining unit employed during the
12 summer recess or for intersession programs shall be entitled to take accrued illness or
13 injury leave; however, such leave shall not accrue during the summer session. Credit for
14 leave of absence must be accrued prior to taking such leave by the member. Pay for any
15 such day of absence shall be the same as the pay which would have been received had the
16 member served during the day. Such leave may not be taken on any day the member is
17 not required to render service.

18 17.4.2 Industrial Accident and Illness Leave - Members of the bargaining unit
19 employed during the summer recess or for intersession programs shall be entitled to the
20 following leave on account of illness or accident which has qualified for workers'
21 compensation benefits:

22 17.4.2a Allowable leave shall be for sixty (60) days during which the schools
23 of the District are required to be in session or when the employee would
24 otherwise have been performing work for the District in any one fiscal year for
25 the same accident.

1 17.4.2b Allowable leave shall not be accumulated from year to year.

2 17.4.2c Industrial accident or illness leave shall commence on the first day of

3 the absence.

4 17.4.2d When said member is absent from his/her duties on account of an

5 industrial accident or illness, the member shall be paid such portion of the salary

6 due him/her for any month in which the absence occurs as when added to the

7 temporary disability indemnity under Division 4 or Division 4.5 of the Labor

8 Code will result in a payment of not more than the member's full salary. The

9 phrase "full salary" as utilized in this subparagraph shall be computed so that it

10 shall not be less than the employee's "average weekly earnings" as that phrase is

11 utilized in Section 4453 of the Labor Code. For purposes of this Section 17.4.2,

12 however, the maximum and minimum average weekly earnings set forth in

13 Section 4453 of the Labor Code shall otherwise not be deemed applicable.

14 17.4.2e Industrial accident or illness leave shall be reduced by one day for

15 each day of authorized absence regardless of a temporary disability indemnity

16 award.

17 17.4.2f When an industrial accident or illness leave overlaps into the next

18 fiscal year, the member shall be entitled to only the amount of unused leave due

19 for the same illness or injury. During any paid leave of absence, the member

20 may endorse to the District the temporary disability indemnity checks received

21 on account of an industrial accident or illness. The District in turn shall issue

22 the member appropriate salary warrants for payment of the member's salary and

23 shall deduct retirement, other authorized contributions, and the temporary

24 disability indemnity, if any, actually paid to and retained by the member for the

25 period covered by such salary warrants.

1 17.4.2g Any member of the bargaining unit receiving benefits as a result of
2 this section shall, during periods of injury or illness, remain within the State of
3 California unless the Superintendent of the Claremont Unified School District
4 authorizes travel outside of the State.

5 17.4.2h The District reserves the right to secure proof of industrial accident or
6 illness of any member of the bargaining unit. Before salary payments will be
7 made to a member absent because of industrial accident or illness, a report of
8 such accident or illness in the form prescribed by the District must be on file in
9 the office of the Business Manager and the injury or illness must have qualified
10 for workers' compensation benefits.

11 17.4.2i The District has the right to designate physicians and emergency
12 clinics who will be responsible for determining the length of time during which
13 the member will be temporarily unable to perform assigned duties, for
14 determining the degree to which a disability is attributable to the industrial
15 injury or illness involved, and for providing the treatment as required; however,
16 after thirty (30) days from the first date of injury or illness the member may
17 utilize the services of his/her own physician upon notification to the District. If
18 the member has notified the District in writing on the District form prior to the
19 date of injury that he/she wishes to be treated by the member's personal
20 physician, the member has the right to be treated by such physician from the
21 date of injury. The physician must be an M.D. who has previously treated the
22 member and retains the member's medical records and who is willing to treat a
23 workers' compensation injury per workers' compensation law, rules, and
24 regulations.

1 17.4.3 Leave of Absence Due to Death of Member of Immediate Family – A member
2 of the bargaining unit who is employed by the Claremont Unified School District during
3 the summer recess for five (5) days a week is entitled to a leave of absence, not to exceed
4 three (3) days, or five (5) days if out-of-state travel is required, on account of the death of
5 any member of his/her immediate family.

6 No deduction shall be made from the salary of such member nor shall such leave be
7 deducted from leave granted by other provisions of this Agreement. Pay for any such day
8 of absence shall be the same as the pay which would have been received had the member
9 served during the day. Members of the immediate family, as stated in this section means
10 the mother, father, mother-in-law, father-in-law, grandmother, grandfather, or grandchild
11 of the employee or of the spouse of the employee, and the spouse, son, son-in-law,
12 daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the
13 employee, or any relative living in the immediate household of the employee.

1 **ARTICLE XVIII: EXTRA DUTY ASSIGNMENTS AND TEACHERS ON**
2 **SPECIAL ASSIGNMENT**

3 **18.1 Extra Duty Assignments**

4 18.1.1 Benefits which are expressly provided by this Article are the sole benefits to
5 which members of the bargaining unit who are employed for extra duty assignments
6 are entitled by reason of said extra assignments; and it is agreed that any benefit
7 provided by State Law, District Policies, or Articles IV, V, IX, XI, XIII, XIV, XV,
8 XVI, XVII, XX, and XXII of this Agreement are not applicable to or provided for
9 members of the bargaining unit employed for an extra duty assignment, except as
10 may be otherwise specifically provided for by law.

11 18.1.2 Extra duty assignments for purposes of this Article include: Individual
12 Instruction Teacher, Athletic Coach, Band Director, Orchestra Director, Choral
13 Director, Drama Coach, Forensics Coach, Newspaper Advisor, Intermediate
14 Athletic Program Coordinator and Coaches, Drill Team Advisor, Pep Squad
15 Advisor, Department Chairperson, Team Leader, Student Study Team Elementary
16 Coordinator, Guidance Team/IEP Coordinator, Site Support Elementary
17 Coordinator, Yearbook Advisor, Rally Coach, and Curricular Focus Coordinator.

18 18.1.3 Members of the bargaining unit employed as Individual Instruction Teachers
19 shall be remunerated as provided in Article X, Section 10.5 and all other extra
20 duty assignments listed above shall be remunerated as provided in Article X,
21 Section 10.6.

22 18.1.4 Procedures for the evaluation of services performed by members of the
23 bargaining unit in extra duty assignments may be developed by the administrative
24 staff at the school to which the member of the bargaining unit is assigned for the
25 extra duty assignment. The procedure shall be based upon the special needs of the
26 extra duty assignment.

1 18.1.5 Any grievance filed pertaining to an extra duty assignment shall be limited
2 solely to the specific provisions of this Article XVIII.

3 **18.2 Teacher on Special Assignment**

4 A Teacher on Special Assignment (TOSA) is a teacher whose assignment is outside of the
5 classroom providing her/his expertise, skills, talents and knowledge in order to improve
6 classroom instruction.

7 18.2.1 TOSAs shall not be utilized in the computation or application of the class
8 size ratios listed in Article XIII, Class Size.

9 18.2.2 The District shall post openings for TOSAs in accordance with Article 14.2.

10 18.2.3 The primary criteria in selecting TOSAs shall be appropriate credentials,
11 appropriate trainings, appropriate experience and satisfactory evaluations.

12 18.2.4 The work year for TOSAs shall be 196 days, paid at the member's daily
13 rate. Scheduling of the 196 days will be mutually agreed upon between the TOSA
14 and the immediate supervisor.

15 18.2.6 TOSAs shall not evaluate other staff.

16 18.2.7 The District shall employ temporary staff for members in TOSA positions.
17 Should a member's TOSA assignments end, they shall return to their previous work
18 location, unless the member requests transfer. The District shall attempt to return
19 members to previous grade level/courses taught but cannot guarantee such
20 placement.

21 18.2.9 TOSA positions may be ended by the District at the conclusion of the school
22 year. If a position will end, the TOSA will receive notification on or before March 15th.

23 18.2.10 TOSA positions may be split between two or more bargaining unit
24 members with the approval of both the District and the Association.

25 18.2.11 A split assignment will be compensated based on FTE. TOSA positions
26 beginning after the contractual year has started will be paid at a prorated amount
27 based on the days served in the positions.

1 18.2.12 Evaluations of TOSAs will follow the evaluation procedures contained
2 within Article XVI with the following exceptions: The unit member will select two
3 standard elements and the evaluator will select one standard element. In lieu of an
4 anticipated “Does Not Meet Standards” evaluation, a TOSA may give notice to the
5 District no later than May 30 of their election to return to the classroom at the end
6 of the year; no evaluation will be recorded for that year.

1 **ARTICLE XIX: WORKING CONDITIONS**

2 **19.1 Safe District Facilities** - The District shall provide safe District facilities for all bargaining
3 unit members within fiscal capabilities. The District shall provide continuous administrative
4 monitoring of buildings and campuses and correct unsafe/unhealthy conditions. A bargaining unit
5 member shall not be required to perform duties under facility conditions that pose an immediate and
6 serious threat of serious bodily harm to the member.

7 **19.2 Reporting Process**

8 Upon notification, the District shall address any unsafe/unhealthy facility condition.

9 19.2.1 Any employee who observes an unsafe/unhealthy facility condition shall report the
10 condition in writing as soon as possible to their site administrator, including the reason(s) for
11 believing it unsafe/unhealthy.

12 19.2.2 The site administrator will take immediate steps to determine the nature and extent
13 of the alleged unsafe/unhealthy facility conditions after receiving the written report. If
14 deemed an extreme emergency or imminent danger, the site administrator shall make an
15 immediate inspection to determine appropriate action. If not deemed an immediate
16 emergency or imminent danger, an inspection shall take place as soon as possible.

17 19.2.3 The site administrator shall communicate in writing their decision back to the
18 employee.

19 **19.3 Specialized Health Care Procedures** - Classroom Teachers, Counselors, School
20 Psychologists, Speech Language Pathologists, Child Development Program Lead Teachers, Child
21 Development Program Site Coordinators, and Preschool Teachers shall not be required to provide or
22 conduct specialized health care procedures including, but not limited to, dispensing medication,
23 catheterizations, credé, diapering, injections, ileostomies, colostomies, gastrostomies, tracheotomy,
24 suction, oxygen administration, gavage feeding and draining.

1 19.3.1 The self-administering of medications that have been prescribed by a licensed
2 physician for ingestion by a student at school during the regular instructional day may be
3 supervised by a unit member voluntarily.

4 19.3.2 If an injury arises out of an act or omission occurring within the course and scope of
5 employment, and if the unit member cooperates in good faith in defense of the claim, and if
6 the unit member acted, or failed to act, in good faith without actual malice and in the
7 apparent best interest of the District, the District shall indemnify and hold harmless from all
8 liability any unit member who performs or provides health care services or voluntary
9 supervision of self-administered medication or health care services.

10 **19.4 District Safety Committee**

11 The Association shall annually appoint one bargaining unit member to serve as a member of the
12 District Safety Committee. The committee shall review and recommend emergency procedures and
13 appropriate supplies at each school for major catastrophes/emergencies.

14 **19.5 Severe Conditions Day**

15 A minimum day or school cancellation may be declared, for specific schools at the Superintendent's
16 sole discretion when dangerous conditions exist. Should it become necessary to end the school day
17 early, delay the school opening, and/or cancel a school day due to inclement weather, power failures,
18 or other circumstances, notice shall be delivered as soon as reasonably possible to those in the
19 bargaining unit.

20 Unit members shall be compensated for such day in their regular monthly payroll check. However, if
21 it is necessary to extend the school year to enable the District to qualify for state funding because of
22 school being closed due to inclement weather, power failure, or other circumstances, then the
23 District will increase the length of the remaining school days and/or with the mutual agreement of
24 CFA, the District will increase the number of school days as is necessary to meet state standards on
25 the days and hours of instruction.

19.6 Student Discipline

19.6.1 Teacher Initiated Student Suspension

A Classroom Teacher, Speech Language Pathologist, and Preschool Teacher may suspend a pupil from their class for the day of the incident and the following day for any of the acts enumerated in Section 48900 of the Education Code.

19.6.1.1 These unit members shall immediately report the incident to the site administrator (or their designee), and the student shall be removed from the unit member's class.

19.6.1.2 Before the end of their professional day, these unit members shall notify the parent of the reason and duration of the suspension. If the parent should request an additional meeting(s) regarding the suspension, the site administrator will schedule and facilitate that meeting.

19.6.1.3 The pupil shall not be returned to the unit member's class during the suspension period without the unit member's concurrence.

19.6.1.4 The pupil shall not be placed in another class during the suspension. If the pupil is assigned to more than one class per day, this section shall apply only to classes scheduled during the same time as the class from which the pupil was suspended.

19.6.2 The District shall inform a bargaining unit member in regular contact with any student charged or convicted of a violent crime, been expelled or received a suspension, or is pending recommendation for expulsion in the District within 48 hours of verifying the information. Upon request, an administrator shall provide any bargaining unit member with this information regarding any student about whom they have concerns.

19.7 Parent(s)/Guardian(s) Involvement and Information

The Association and the District believe that student achievement is enhanced when parent(s)/guardian(s) involvement is increased. The Association and the District are committed to increasing parent(s)/guardian(s) participation in the education of students. With the active involvement of parent(s)/guardian(s) comes an increase in visitors to the school site. The District and the Association further agree that proper decorum is essential to the learning process. Unit members, in the performance of their duties, shall not be expected to tolerate sexual harassment, habitual and recurring abusive language, upbraiding, or insults from a parent(s)/guardian(s) or community members. To that end, to support the needs and rights of the parent(s)/guardian(s) and unit members and to ensure the safety of students and unit members, the following procedures shall be followed:

19.7.1 Parent Curriculum Review

Parent(s)/guardian(s) wishing to review materials for use in their student's classroom shall make the request to the student's teacher. The teacher will schedule a time to meet with the parent to review the curriculum and can request a site administrator be present at the meeting, if necessary. Such review shall not occur during the duty-free lunch time, or any other duty-free break times during the workday, unless so requested by the unit member.

19.7.2 Parent Classroom Observation

19.7.2.1 Parent(s)/guardian(s) coming on to a worksite are required to check in at the main office before visiting any other location at the site. The main office staff shall contact the unit member to be visited before the parent(s)/guardian(s) can leave the office to go to the unit member's work location at the site. To lessen classroom disruptions, unit members may notify the office of parent(s)/guardian(s) who are allowed, after sign-in, to proceed directly to the work location without the office contact.

1 19.7.2.2 Parent(s)/guardian(s) wishing to observe in a unit member's classroom
2 shall provide a request to the unit members at least 24 hours before the date and time
3 of the requested observation. The unit member shall schedule the date and time of
4 the observation with the parent(s)/guardian(s).

5 19.7.2.3 The observation shall last no longer than one (1) hour, unless agreed upon
6 by the unit member.

7 19.7.2.4 If the member feels the observation would be disruptive or the frequency of
8 observations excessive, the member may request to the principal that observation(s)
9 be denied. Appeal to this process is defined in CUSD AR 1250.

10 19.7.2.5 If during an observation, the parent(s)/guardian(s) presence becomes
11 disruptive, the unit member shall have the authority to tell the parent(s)/guardian(s)
12 to leave the classroom and/or ask for assistance from the administration.

13 19.7.2.6 The unit member shall report any such incidents to the site administrator
14 as soon after the incident as possible.

15 19.7.2.7 A disruptive parent/guardian shall not be allowed to observe the unit
16 member's classroom again unless accompanied by a site or District administrator.

17 19.7.3 Parent Meetings

18 Should a unit member feel uncomfortable meeting with a parent/guardian, a site or District
19 administrator shall be present at the meeting upon the unit member's request.

20 **19.8 Protection From Attack**

21 19.8.1 To the extent permitted by law, unit members may use reasonable force to protect
22 themselves from attack, another person or property, or quell a disturbance threatening
23 physical injury to others.

19.8.2 Should anyone physically or verbally assault or attack any unit member at a place which is on school premises or public areas adjacent to school premises or at some other place the unit member is required to be in connection with assigned school activities, the unit member shall report the physical or verbal assault or attack to their immediate supervisor within twenty-four (24) hours in writing. The administrator or their designee will acknowledge the receipt of the report within 24 hours. The administrator or their designee will meet with the unit member within two working days after receiving the report to update the member on the progress of the investigation. The member will also be notified after the investigation.

19.9 Roving Teachers

If enrollment creates the need for additional classroom settings, all reasonable alternatives will be considered to avoid having bargaining unit members rove. A roving teacher is defined as a classroom teacher assigned to more than one classroom, with the exception of those teachers required to move to other classrooms to meet specific facilities or equipment needs for their class. A “move” is defined as a teacher leaving one classroom to teach in a different classroom.

19.9.1 Every reasonable effort will be made to ensure that roving assignments are equitable through a system determined by the site shared decision-making committee. Roving teachers shall receive a stipend as follows:

- 1 move @ \$250 per semester
- 2 moves @ \$350 per semester
- 3 moves @ \$450 per semester
- 4 moves @ \$650 per semester
- 5 moves @ \$750 per semester

19.9.2 Classroom teachers and Educational Specialists working at two or more District sites during the work day, will be paid a stipend of \$600 per semester or \$400 per trimester.

1 19.9.3 If required, roving teachers will be provided with a cart to transport materials.

2 **19.10 Certificated Staff Coverage Due to Substitute Unavailability**

3 On the occasion when the District has attempted to find a daily substitute teacher, and there is no
4 substitute available, the school administrator or designee shall proceed as follows:

5 19.12.1 Elementary Substitute Coverage

6 When a substitute is unavailable at the elementary level, the administrator or designee should
7 attempt to cover the class. If the administrator or designee is unavailable to cover the class,
8 they may select from a list of teacher volunteers willing to teach additional students for the
9 day. These students will be assigned to teachers on a rotating basis. If volunteers are not
10 available, the administrator may assign students to staff on a rotating basis. The
11 Administrator will select no more than six students from Grades TK-3 to place in each
12 classroom and no more than eight students from Grades 4-6 in each classroom. Teachers who
13 take students for the day or any portion thereof will be paid via timesheet at the Individual
14 Instruction Teacher rate for one hour.

15 19.12.2 Secondary Substitute Coverage

16 Each secondary site will create a Period Call List that includes all teachers in alphabetical
17 order who are available during their scheduled preparation period. When a period becomes
18 available, the administrator or designee will contact teachers from the Period Call List in
19 order. If a teacher declines the assignment, the administrator or designee will proceed
20 through the list in alphabetical order until the period is filled. When a subsequent situation
21 arises where no substitute can be secured by the district in that same class period, the
22 administrator will begin on the Period Call List with the next teacher. A teacher can request
23 to be removed or placed back on the Period Call List. Period Call Lists will be available for
24 review.

1 Teachers who substitute will be paid via timesheet at the Individual Instruction Teacher rate
2 for one (1) hour per period covered. Counselors, librarians, SLPs, psychologists, and TOSAs
3 may also volunteer to substitute if no one from the Period Call List or the administrator is
4 available. They will be paid via timesheet at the Individual Instruction Teacher rate for one
5 (1) hour per period covered.

1 **ARTICLE XX: RETIREMENT**

2 **20.1 Regular Retirement**

3 For bargaining unit members hired prior to July 1, 2013, the District shall continue to age
4 65 the health insurance coverage described in paragraph 11.1 and dental insurance
5 described in paragraph 11.2 of Article XI for members of the bargaining unit who retire
6 at age 55 or later providing, at the date of retirement, the employee has rendered at least
7 ten (10) years of continuous service to the District, fifteen (15) total years of service to
8 the District or has rendered at least five (5) years of continuous service to the District and
9 a total of twenty (20) or more years of service credit to a public school district and
10 received verified CalSTRS/CalPERS, or another state's verifiable teacher retirement
11 plan/school employee retirement plan, credit for those years.

12 For bargaining unit members hired after June 30, 2013, the District shall continue to age
13 65 the health insurance coverage described in paragraph 11.1 and dental insurance
14 coverage described in paragraph 11.2 of Article XI for members of the bargaining unit
15 who retire at age 55 or later providing at the date of retirement, the employee has
16 rendered at least fifteen (15) years of continuous service, twenty (20) total years of
17 service to the District or has rendered at least five (5) years of continuous service to the
18 District and a total of twenty (20) or more years of service credit to a public school
19 district and received verified CalSTRS/CalPERS, or another state's verifiable teacher
20 retirement plan/school employee retirement plan, credit for those years.

21 **20.2 Early Retirement Incentive Program**

22 Early retirement incentives are dependent upon the financial resources of the District and
23 are subject to Board of Education approval. Incentives include, but are not limited to, the
24 following:

25 **20.2.1 Reduced Work Year**

26 20.2.1a Definition - Reduced services employment shall be: (1)
27 Equivalent to one-half of the number of sequential days of service
28 required by the employee's contract of employment during one's final
29 year of service in a full time position and will commence on the first day

1 of the first half of the work year, or the first day of the second half of the
2 work year; or (2) Equivalent to half time employment per day for the
3 regular school year; or (3) Other options equating to one-half time
4 employment if approved by the Superintendent.

5 20.2.1b Requirements - The employee must have reached the age of 55
6 prior to reduced services employment.

7 The employee must have been employed full time for Claremont Unified
8 School District in a position requiring certification for at least ten (10)
9 years of which the immediately preceding five (5) years were full time
10 employment without a break in service. For purposes of this section
11 sabbaticals and other approved leaves of absence shall not constitute a
12 break in service. Time spent on a sabbatical or other approved leave of
13 absence shall not be used in computing the five (5) year full time service
14 requirement.

15 20.2.1c Compensation - The employee shall be paid a salary which is
16 the pro rata share of the salary that he/she would have earned had he/she
17 not elected to exercise the option of reduced services employment.

18 20.2.1d Effect on Benefits - The employee shall receive health benefits
19 as provided in Section 53201 of the Government Code in the same
20 manner as a full time employee.

21 20.2.1e Request Procedure - The District shall adopt request
22 procedures that give ample opportunity to arrange suitable programs of
23 service that will be beneficial to the pupils of the District. Requests for
24 reduced services employment may be approved if the Superintendent is
25 satisfied that the needs of the District can be met.

1 20.2.1f Time Limitations - The period of this reduced services
2 employment shall not exceed five (5) years or to age 65, whichever
3 comes first.

4 20.2.1g Return to Full Time Employment - The reduced services
5 employee may be returned to full time employment only with the mutual
6 consent of the employee and the Board.

7 20.2.1h Continuance - The option can be revoked only with the mutual
8 consent of the employer and the employee.

9 20.2.1i Nothing in this Section 20.2 shall be construed to allow for any
10 interpretation, application or alleged violation of Section 20.2 being
11 subject to the grievance procedure set forth in Article VII.

12 20.2.2 **Consultant Agreement**

13 20.2.2a Definition - The Certificated Staff Early Retirement incentive
14 Program for the District is a plan whereby an employee may retire early
15 and have the opportunity to enter into an independent contractual
16 agreement with the District.

17 20.2.2b Requirements - Participant shall have reached age 55, shall
18 have a minimum of ten years of successful service to the District, and
19 shall have been employed by the District on a full time basis for the full
20 year immediately preceding the initial year as a consultant. Participants
21 in the program must resign their position with the District, and, except
22 under exceptional circumstances approved by the Board of Education,
23 may not subsequently return to regular employment with the District.

24 20.2.2c Length of Contract - Contracts for service shall be for a
25 maximum period of five years or age 65, whichever comes first
26 (California Education Code 35046). Participants shall serve a set number
27 of days and shall provide a specified service, both of which shall be

1 agreed upon by the participant and the District. Termination of contract
2 may be by mutual agreement, or by either should there be a failure on
3 the part of the other party in performance of required services.

4 20.2.2d Compensation - Participants approved for this program shall be
5 eligible to earn a maximum dollar amount allowed by State Teachers
6 Retirement System in any fiscal year. A consultant will be compensated
7 for the number of days of service at the per diem rate of his/her last year
8 of regular service to the District (per diem is calculated by dividing the
9 last annual salary by the number of days of required duty during the last
10 year of regular service).

11 20.2.2e Effect on Benefits - Participant is an independent contractor
12 and not under Workers' Compensation and should insure his own
13 services. The participant, as an independent contractor, may be eligible
14 to earn four quarters under Social Security. To secure that benefit the
15 participant must make arrangements to pay directly to OASDI. State and
16 Federal taxes are not withheld from the consultant's pay warrants and
17 therefore consultants must report their earnings at the time they file their
18 State and Federal Income Tax.

19 The participant is responsible for complying with all Social Security and
20 Income Tax provisions of State and Federal statute.

21 20.2.2f Request Procedure - Participant shall file an application with
22 the Human Resources Office by February 1 for the following school
23 year. Applications shall be subject to Board approval, availability of
24 District funds, and necessity of services at time of application.

25 20.2.2g Services to the District - Services performed may include, but
26 are not limited to, the following: guest lecturing, staff development and
27 inservice programs, assistance in the testing program, career counseling,

1 individualized instruction, orientation of new classroom teachers
2 through special workshops, evaluation of learning materials,
3 community-school projects, updating and revision of District
4 publications (policies, regulations, handbooks, etc.), conducting of
5 research projects, curriculum development and development of a
6 volunteer aide program.

7 **20.2.3 Golden Handshake**

8 The District will, at its discretion, offer the early retirement option commonly
9 referred to as the Golden Handshake as provided for, and under the conditions of,
10 Education Code Sections 22714 and 44929.

1 **ARTICLE XXI: PROFESSIONAL DEVELOPMENT GUIDELINES**

2 **21.1** Professional development involves independent and/or group activities designed to
3 strengthen and improve teaching practices and student academic achievement. District
4 committee work is not considered professional development for members. Professional
5 development may include, but is not limited to, activities that improve the knowledge of teachers
6 and administrators concerning the academic subjects that teachers teach; effective instructional
7 strategies, methods, and skills; and the effective use of standards, assessments and data to
8 improve classroom practices, teaching and student learning. Professional development is a
9 continuous process of individual and collective examination of practice. It should empower
10 individual educators and communities of educators to connect theory, practice, and student
11 outcomes.

12 **21.2 Professional Development Committee**

13 The Professional Development Committee shall meet four times a year with the Assistant
14 Superintendent, Educational Services. The purpose of this committee is to ensure effective input
15 from CFA and to review, discuss, and monitor the development and implementation of District
16 professional development programs. The Committee's composition and responsibilities shall be
17 as follows:

18 21.2.1 The Professional Development Committee shall be composed of eight (8)
19 members, four (4) members selected by CFA and four (4) members selected by the
20 District.

21 21.2.2 The committee shall have the following responsibilities:

- 22 a. Review, discuss, monitor, and provide input on the development,
23 implementation, and impact of any current professional development
24 programs and activities
- 25 b. Propose the initiation of new professional development programs and
26 activities

- 1 c. Review and provide recommendations concerning the professional
2 development calendar for the year
- 3 d. Review and provide recommendations concerning the professional
4 development aspects of instructional coaches (TOSAs), including program
5 evaluation.

6 **21.3 Program Evaluation**

7 At the conclusion of each District professional development program, activity or session
8 conducted, the opportunity shall be provided for written evaluation by all participants to assess
9 the quality and effectiveness of the program and of the presentations, and to provide suggestions
10 for improvement. These surveys will be reviewed by the Professional Development Committee.

11 **21.4 Induction**

12 The District may participate in an Induction Program which will be made available to members
13 on a voluntary basis. In no event shall Induction Support Providers have access to, or participate
14 in the evaluation of any member of the bargaining unit. Nor shall any oral or written
15 documentation developed by the Induction Support Provider, while assisting another unit
16 member, be used by that unit member's evaluator in his/her evaluation.

17 **21.5 CFA/CUSD Joint Training**

18 The Association and the District shall provide a joint, annual training on the Shared Decision
19 Making process and/or any articles mutually agreed upon. All site administrators and
20 representatives mutually agreed upon by the Association and the District will attend this training.
21 The topic and date for this training shall be mutually determined by August 31st of each year.

1 **ARTICLE XXII: SAVINGS PROVISIONS**

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

1 **ARTICLE XXIII: SUPPORT OF AGREEMENT**

2 It is agreed that the District and the Association will support this Agreement for its term and will
3 not appear before a court of competent jurisdiction to seek change or improvement to this
4 Agreement in any matter subject to the meet and negotiation process except by mutual agreement
5 of the District and the Association.

1 **ARTICLE XXIV: EFFECT OF AGREEMENT**

2 It is understood and agreed that the specific provisions contained in this Agreement shall prevail
3 over District practices and procedures and over State laws to the extent permitted by State law.

1 **ARTICLE XXV: COMPLETION OF MEET AND NEGOTIATION**

2 During the term of this agreement, both parties expressly waive and relinquish the right to meet
3 and negotiate, except by mutual consent of both parties, with respect to any provisions covered
4 by this Agreement. However, the District and the Association recognize their mutual obligation
5 to meet and negotiate on any legislation passed during the period of this agreement that affect the
6 terms of the contract on any mandatory subject of bargaining.

7 Nothing in this Agreement is intended to deny to the Association or to the District rights and
8 obligations which exist under the law.

ARTICLE XXVI: TERM OF AGREEMENT

The District and Association agree to a three-year term (2025-26, 2026-27, and 2027-28) that has been in effect since July 1, 2025. Both parties agree to one re-opener and three automatic re-openers of compensation, benefits, and unit member's work calendar each school year.

Claremont Unified School District

Formal Written Grievance

To: _____ Date Filed: _____

1) Name of Grievant: _____ Certified: _____
Classified: _____

2) School/Department: _____ Assignment: _____

3) Date(s) of Informal Conference with Immediate Supervisor: _____
_____4) **Description of Alleged Contract Violation**

Contract Article and Section Violated: _____

Date and Time of Violation: _____

Statement of Circumstances: _____

_____Adverse Effect on Grievant: _____

_____5) Description of the Decision Rendered at Informal Conference: _____

_____6) Specific Remedy Sought by Grievant: _____

7) Signature of Grievant: _____

Distribution: Immediate Supervisor
Asst. Supt., Human Resources
GrievantDate Received: _____
Date Received: _____

Claremont Unified School District

Response to Formal Written Grievance

To: _____ Date Filed: _____
Grievant

School/Department: _____ Assignment: _____

1) Date Formal Written Grievance Form was Filed: _____

2) Date(s) of Informal Conference with Grievant: _____

3) Contract Article and Section Alleged to have been Violated: _____

4) Statement of Circumstances: _____

5) Effect on Grievant: _____

6) Remedy Offered to Grievant/ Other Decision: _____

7) Submitted by: _____
Signed (Immediate Supervisor)

8) Received by: _____ Date: _____
Signed (Grievant)

Distribution: Grievant
Asst. Supt., Human Resources
Immediate Supervisor

Date Received: _____
Date Received: _____

Claremont Unified School District

**Appeal to Superintendent for
Further Consideration of Grievance**

To: Superintendent Date Filed: _____

1) Name of Grievant: _____

2) School/Department: _____ Assignment: _____

3) Date(s) of Informal Conference with Immediate Supervisor:

4) Date Formal Written Grievance was Filed: _____

5) Date Response to Formal Written Grievance was Filed: _____

6) Contract Article and Section Alleged to have been Violated:

7) Reason(s) for Appeal: _____

Signed: _____

Grievant

Distribution: Superintendent
Immediate Supervisor
Grievant

**CLAREMONT UNIFIED SCHOOL DISTRICT
EMPLOYEES HIRED EFFECTIVE TO 1995/96 SCHOOL YEAR
2025-2026 SALARY SCHEDULE FOR TEACHERS
EFFECTIVE JULY 1, 2025**

STEPS	BA	BA + 45 Semester Units or Masters	BA + 60 Semester Units	BA + 75 Semester Units + Masters
1	\$61,826	\$65,199	\$68,755	\$72,506
2	\$62,139	\$66,021	\$69,422	\$72,506
3	\$64,124	\$68,036	\$72,345	\$75,116
4	\$66,791	\$70,934	\$75,484	\$77,820
5	\$69,495	\$73,829	\$78,150	\$80,882
6		\$76,979	\$81,914	\$84,233
7		\$80,073	\$85,089	\$87,364
8		\$83,118	\$88,276	\$90,745
9		\$86,430	\$91,458	\$94,127
10		\$89,485	\$94,820	\$97,522
11		\$90,613	\$98,330	\$101,161
12			\$100,424	\$104,798
13			\$101,822	\$106,989
14				\$110,843

Longevity Increments:

Service to the teaching profession for the year increments listed below.

Career 15	\$95,290	\$105,048	\$114,167
Career 20	\$96,898	\$108,667	\$117,821
Career 25	\$100,029	\$114,018	\$121,590
Career 30	\$101,963	\$119,511	\$125,483

Individual Instruction Teacher Rate (CBA Article X, Section 10.5): \$50.00/hour paid to members of the bargaining unit assigned as summer school, extended year session, individual instruction teachers, or drivers' education teachers.

Earned Doctorate - \$1,000.00

**CLAREMONT UNIFIED SCHOOL DISTRICT
EMPLOYEES HIRED PRIOR TO 1995/96 SCHOOL YEAR
2025-2026 SALARY SCHEDULE FOR TEACHERS
EFFECTIVE JULY 1, 2025**

STEPS	BA	BA + 45 Semester Units or Masters	BA + 60 Semester Units	BA + 75 Semester Units + Masters
1	\$61,826	\$65,199	\$68,755	\$72,506
2	\$62,139	\$66,021	\$69,422	\$72,506
3	\$64,124	\$68,036	\$72,345	\$75,116
4	\$66,791	\$70,934	\$75,484	\$77,820
5	\$69,495	\$73,829	\$78,150	\$80,882
6	\$72,283	\$76,979	\$81,914	\$84,233
7	\$75,109	\$80,073	\$85,089	\$87,364
8	\$77,980	\$83,118	\$88,276	\$90,745
9	\$79,198	\$86,430	\$91,458	\$94,127
10	\$82,048	\$89,485	\$94,820	\$97,522
11		\$90,613	\$98,330	\$101,161
12			\$100,424	\$104,798
13			\$101,822	\$106,989
14				\$110,843

Longevity Increments:

Service to the teaching profession for the year increments listed below.

Career 15	\$84,512	\$95,290	\$105,048	\$114,167
Career 20	\$87,216	\$96,898	\$108,667	\$117,821
Career 25	\$90,007	\$100,029	\$114,018	\$121,590
Career 30	\$92,889	\$101,963	\$119,511	\$125,483

Individual Instruction Teacher Rate (CBA Article X, Section 10.5): \$50.00/hour paid to members of the bargaining unit assigned as summer school, extended year session, individual instruction teachers, or drivers' education teachers.

Earned Doctorate - \$1,000.00

**CLAREMONT UNIFIED SCHOOL DISTRICT
EMPLOYEES HIRED EFFECTIVE TO 1995/96 SCHOOL YEAR
2025-2026 SALARY SCHEDULE FOR EDUCATION SPECIALISTS
EFFECTIVE JULY 1, 2025**

STEPS	BA	BA + 45 Semester Units or Masters	BA + 60 Semester Units	BA + 75 Semester Units + Masters
1	\$62,504	\$65,917	\$69,513	\$73,303
2	\$62,822	\$66,747	\$70,185	\$73,303
3	\$64,830	\$68,784	\$73,141	\$75,941
4	\$67,525	\$71,714	\$76,313	\$78,675
5	\$70,258	\$74,639	\$79,009	\$81,771
6		\$77,825	\$82,813	\$85,159
7		\$80,953	\$86,024	\$88,324
8		\$84,031	\$89,247	\$91,742
9		\$87,380	\$92,463	\$95,161
10		\$90,469	\$95,862	\$98,594
11		\$91,609	\$99,410	\$102,272
12			\$101,529	\$105,949
13			\$102,941	\$108,165
14				\$112,062

Longevity Increments:

Service to the teaching profession for the year increments listed below.

Career 15	\$96,338	\$106,203	\$115,423
Career 20	\$97,963	\$109,861	\$119,115
Career 25	\$101,129	\$115,270	\$122,928
Career 30	\$103,083	\$120,824	\$126,862

Individual Instruction Teacher Rate (CBA Article X, Section 10.5): \$50.00/hour paid to members of the bargaining unit assigned as summer school, extended year session, individual instruction teachers, or drivers' education teachers.

Earned Doctorate - \$1,000.00

**CLAREMONT UNIFIED SCHOOL DISTRICT
SALARY SCHEDULE FOR SPEECH LANGUAGE PATHOLOGISTS
EFFECTIVE JULY 1, 2025**

STEPS	BA + Masters	BA + Masters + 75 Semester Units
1	\$88,127	\$92,930
2	\$91,299	\$96,275
3	\$94,586	\$99,742
4	\$97,991	\$103,331
5	\$101,519	\$107,051
6	\$105,174	\$110,905
7	\$108,961	\$114,899
8	\$112,883	\$119,035
9	\$116,947	\$123,321
10	\$121,157	\$127,760

Longevity Increments:

Service to the teaching profession for the year increments listed below.

Career 15	\$127,215	\$134,148
Career 20	\$131,286	\$138,441
Career 25	\$135,519	\$142,905
Career 30	\$139,891	\$147,516

Individual Instruction Teacher Rate (CBA Article X, Section 10.5): \$50.00/hour paid to members of the bargaining unit assigned as summer school, extended year session, individual instruction teachers, or drivers' education teachers.

Earned Doctorate - \$1,000.00

**CLAREMONT UNIFIED SCHOOL DISTRICT
EMPLOYEES HIRED EFFECTIVE PRIOR TO 1995/96 SCHOOL YEAR
2025-2026 SALARY SCHEDULE FOR 196 DAYS
EFFECTIVE JULY 1, 2025**

STEPS	BA	BA + 45 Semester Units or Masters	BA + 60 Semester Units	BA + 75 Semester Units + Masters
1	\$66,582	\$70,217	\$74,044	\$78,084
2	\$66,919	\$71,098	\$74,762	\$78,084
3	\$69,057	\$73,270	\$77,910	\$80,894
4	\$71,929	\$76,391	\$81,291	\$83,805
5	\$74,840	\$79,507	\$84,161	\$87,102
6	\$77,842	\$82,899	\$88,215	\$90,713
7	\$80,887	\$86,233	\$91,634	\$94,085
8	\$83,979	\$89,512	\$95,066	\$97,726
9	\$85,292	\$93,078	\$98,492	\$101,368
10	\$88,361	\$96,369	\$102,114	\$105,024
11		\$97,582	\$105,893	\$108,942
12			\$108,150	\$112,860
13			\$109,655	\$115,218
14				\$119,369

Longevity Increments:

Service to the teaching profession for the year increments listed below.

Career 15	\$91,012	\$102,620	\$113,128	\$122,950
Career 20	\$93,925	\$104,351	\$117,026	\$126,883
Career 25	\$96,930	\$107,724	\$122,789	\$130,944
Career 30	\$100,032	\$109,806	\$128,703	\$135,134

Individual Instruction Teacher Rate (CBA Article X, Section 10.5): \$50.00/hour paid to members of the bargaining unit assigned as summer school, extended year session, individual instruction teachers, or drivers' education teachers.

Earned Doctorate - \$1,000.00

**CLAREMONT UNIFIED SCHOOL DISTRICT
2025-2026 SALARY SCHEDULE FOR COUNSELORS
EFFECTIVE JULY 1, 2025**

Days	Position	1	2	3	4	5
187.5	Academic Counselors - High School	\$101,436	\$106,779	\$112,399	\$118,312	\$124,538
187.5	Counselors - Intermediate School	\$101,436	\$106,779	\$112,399	\$118,312	\$124,538

Longevity Increments:

Service to the teaching profession for the year increments listed below.

Career 15	\$104,480	\$109,981	\$115,770	\$121,861	\$128,275
Career 20	\$107,824	\$113,500	\$119,475	\$125,762	\$132,380
Career 25	\$111,274	\$117,134	\$123,298	\$129,784	\$136,616
Career 30	\$114,838	\$120,881	\$127,242	\$133,939	\$140,990

**CLAREMONT UNIFIED SCHOOL DISTRICT
2025-2026 SALARY SCHEDULE FOR SCHOOL NURSE
EFFECTIVE JULY 1, 2025**

Days: 189
Months: 11

STEPS	SALARY
1	\$85,909
2	\$89,340
3	\$92,915
4	\$96,630
5	\$100,502
6	\$101,436
7	\$106,779
8	\$112,398
9	\$118,311
10	\$124,539

Longevity Increments:

Service to the teaching profession for the year increments listed below.

Career 15	\$128,275
Career 20	\$132,380
Career 25	\$136,616
Career 30	\$140,990

**CLAREMONT UNIFIED SCHOOL DISTRICT
2025-2026 SALARY SCHEDULE FOR
PSYCHOLOGIST/CLINICAL THERAPIST
EFFECTIVE JULY 1, 2025**

Days	Position	1	2	3	4	5
184	Psychologist/Clinical Therapist	\$101,876	\$107,214	\$112,857	\$118,798	\$125,052

Longevity Increments:

Service to the teaching profession for the year increments listed below.

Career 15	\$104,934	\$110,435	\$116,245	\$122,362	\$128,804
Career 20	\$108,291	\$113,967	\$119,961	\$126,280	\$132,926
Career 25	\$111,753	\$117,614	\$123,803	\$130,323	\$137,179
Career 30	\$115,330	\$121,377	\$127,764	\$134,490	\$141,571

**CLAREMONT UNIFIED SCHOOL DISTRICT
2025-2026 SALARY SCHEDULE FOR PSYCHOLOGIST
EFFECTIVE JULY 1, 2025**

Days	Position	1	2	3	4	5
210	Psychologist	\$116,273	\$122,363	\$128,804	\$135,585	\$142,722

Longevity Increments:

Service to the teaching profession for the year increments listed below.

Career 15	\$119,762	\$126,033	\$132,669	\$139,653	\$147,004
Career 20	\$123,593	\$130,067	\$136,914	\$144,121	\$151,708
Career 25	\$127,549	\$134,230	\$141,295	\$148,733	\$156,563
Career 30	\$131,631	\$138,525	\$145,816	\$153,494	\$161,573

CLAREMONT UNIFIED SCHOOL DISTRICT
CHILD DEVELOPMENT PROGRAM SALARY SCHEDULE
Effective July 1, 2025

Appendix H

182 CALENDAR DAYS

Child Development Program Lead Teachers:

	Column I	Column II	Column III	Column IV
	Children's Center	Children's Center	Children's Center	Children's Center
<u>Steps</u>	<u>Permit Only</u>	<u>Permit + 60 Units</u>	<u>Permit + 75 Units</u>	<u>Permit + BA Degree</u>
1	\$35,176	\$36,939	\$38,761	\$40,727
2	\$36,939	\$38,761	\$40,727	\$42,716
3	\$38,761	\$40,727	\$42,716	\$44,841
4	\$40,727	\$42,716	\$44,841	\$47,096
5	\$43,546	\$45,712	\$48,010	\$50,350

CDP Teacher Longevity Increments:

Service to the teaching profession for the year increments listed below.

Career 15	\$43,996	\$46,189	\$48,507	\$50,872
Career 20	\$45,407	\$47,667	\$50,061	\$52,500
Career 25	\$46,857	\$49,191	\$51,661	\$54,181
Career 30	\$48,356	\$50,766	\$53,317	\$55,913

182 CALENDAR DAYS

Child Development Program Site Coordinator:

	Column I	Column II	Column III	Column IV
	Children's Center	Children's Center	Children's Center	Children's Center
<u>Steps</u>	<u>Permit Only</u>	<u>Permit + 60 Units</u>	<u>Permit + 75 Units</u>	<u>Permit + BA Degree</u>
1	\$36,919	\$38,782	\$40,709	\$42,753
2	\$38,782	\$40,709	\$42,753	\$44,841
3	\$40,709	\$42,753	\$44,841	\$47,096
4	\$42,753	\$44,841	\$47,096	\$49,428
5	\$45,712	\$48,010	\$50,387	\$52,874

CDP Site Coordinator Longevity Increments:

Service to the teaching profession for the year increments listed below.

Career 15	\$46,189	\$48,507	\$50,911	\$53,422
Career 20	\$47,667	\$50,061	\$52,542	\$55,134
Career 25	\$49,191	\$51,661	\$54,225	\$56,898
Career 30	\$50,766	\$53,317	\$55,957	\$58,716

CLAREMONT UNIFIED SCHOOL DISTRICT
CHILD DEVELOPMENT PROGRAM SALARY SCHEDULE
Effective July 1, 2025
Hourly Rates

Appendix H

Child Development Program Lead Teachers:

	Column I	Column II	Column III	Column IV
	Children's Center	Children's Center	Children's Center	Children's Center
<u>Steps</u>	<u>Permit Only</u>	<u>Permit + 60 Units</u>	<u>Permit + 75 Units</u>	<u>Permit + BA Degree</u>
1	\$24.16	\$25.37	\$26.62	\$27.97
2	\$25.37	\$26.62	\$27.97	\$29.34
3	\$26.62	\$27.97	\$29.34	\$30.80
4	\$27.97	\$29.34	\$30.80	\$32.35
5	\$29.91	\$31.40	\$32.97	\$34.58

CDP Lead Teacher Longevity Increments:

Service to the teaching profession for the year increments listed below.

Career 15	\$30.22	\$31.72	\$33.32	\$34.94
Career 20	\$31.19	\$32.74	\$34.38	\$36.06
Career 25	\$32.18	\$33.79	\$35.48	\$37.21
Career 30	\$33.21	\$34.87	\$36.62	\$38.40

Child Development Program Site Coordinator:

	Column I	Column II	Column III	Column IV
	Children's Center	Children's Center	Children's Center	Children's Center
<u>Steps</u>	<u>Permit Only</u>	<u>Permit + 60 Units</u>	<u>Permit + 75 Units</u>	<u>Permit + BA Degree</u>
1	\$25.36	\$26.64	\$27.96	\$29.36
2	\$26.64	\$27.96	\$29.36	\$30.80
3	\$27.96	\$29.36	\$30.80	\$32.35
4	\$29.36	\$30.80	\$32.35	\$33.95
5	\$31.40	\$32.97	\$34.61	\$36.31

CDP Site Coordinator Longevity Increments:

Service to the teaching profession for the year increments listed below.

Career 15	\$31.72	\$33.32	\$34.97	\$36.69
Career 20	\$32.74	\$34.38	\$36.09	\$37.87
Career 25	\$33.79	\$35.48	\$37.24	\$39.08
Career 30	\$34.87	\$36.62	\$38.43	\$40.33

**CLAREMONT UNIFIED SCHOOL DISTRICT
CDS/SAHS SALARY FOR OTHER APPROVED ASSIGNMENTS
Effective July 1, 2023**

EXTRA TASK ASSIGNMENTS: Teacher assignments which require the unit member to work outside the school day and which are specifically identified by the CFA contract will be referred to as Extra Task Assignments.

Athletic Program:

Coaches (4)	\$1,447
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Counselor Admin Designee:

IEP Meetings	\$862
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English Language:

Facilitator	\$862
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Base (up to 20 students)	
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Each 10 students above base	\$400
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Instructional Activity:

Coordinator	\$1,242
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Guidance Team IEP:

Coordinator	\$1,691
-------------	---------

Involuntary Move Btw Sites (see Article 19.9.2):

Per Semester	\$531
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District SPED SDM:

Member	\$862
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Football: (9)

Head Coach Varsity	\$4,310
Asst. Coach Varsity (3)	\$3,170
Head Coach JV & Frosh (2)	\$3,170
Asst. Coach JV & Frosh (3)	\$2,780

Swimming: (4)

Boys Head Coach Varsity	\$3,211
Boys Head Coach JV	\$2,235
Girls Head Coach Varsity	\$3,211
Girls Head Coach JV	\$2,235

Basketball: (6)

Boys Head Coach Varsity	\$4,077
Boys Head Coach JV	\$3,022
Boys Head Coach Frosh	\$2,807
Girls Head Coach Varsity	\$4,077
Girls Head Coach JV	\$3,022
Girls Head Coach Frosh	\$2,807

Water Polo: (6)

Boys Head Coach Varsity	\$3,211
Boys Head Coach JV	\$2,235
Boys Head Coach Frosh	\$2,235
Girls Head Coach Varsity	\$3,211
Girls Head Coach JV	\$2,235
Girls Head Coach Frosh	\$2,235

Track: (5)

Boys Head Coach Varsity	\$3,422
Girls Head Coach Varsity	\$3,422
Asst. Coach Varsity (2)	\$2,412
Asst. Coach Frosh/Soph	\$2,267

Tennis: (4)

Boys Head Coach Varsity	\$3,211
Boys Head Coach JV	\$2,235
Girls Head Coach Varsity	\$3,211
Girls Head Coach JV	\$2,235

Baseball (Boys): (4)

Head Coach Varsity	\$4,077
Asst. Coach Varsity	\$3,022
Head Coach JV	\$3,022
Head Coach Frosh	\$2,807

Cross Country: (4)

Boys Head Coach	\$3,422
Boys Asst. Coach	\$2,235
Girls Head Coach	\$3,423
Girls Asst. Coach	\$2,235

Soccer: (6)

Boys Head Coach Varsity	\$4,077
Boys Head Coach JV	\$3,022
Boys Head Coach Frosh/Soph	\$2,807
Girls Head Coach Varsity	\$4,077
Girls Head Coach JV	\$3,022
Girls Head Coach Frosh/Soph	\$2,807

Volleyball: (6)

Boys Head Coach Varsity	\$3,211
Boys Head Coach JV	\$2,235
Boys Head Coach Frosh	\$2,235
Girls Head Coach Varsity	\$3,211
Girls Head Coach JV	\$2,235
Girls Head Coach Frosh	\$2,235

Softball (Girls): (4)

Head Coach Varsity	\$4,077
Head Coach JV	\$3,022
Asst. Coach Varsity	\$3,022
Head Coach Frosh	\$2,807

Golf: (4)

Boys Head Coach Varsity	\$3,211
Boys Head Coach JV	\$2,235
Girls Head Coach Varsity	\$3,211
Girls Head Coach JV	\$2,235

Cheer/Dance/Hip Hop: (7)

Cheer Varsity Competition	\$3,211
Cheer Varsity Sideline	\$3,211
Cheer JV	\$2,235
Dance Varsity	\$3,211
Dance JV	\$2,235
Hip Hop Varsity	\$3,211
Hip Hop JV	\$2,235

Wrestling: (3)

Head Coach Varsity	\$3,211
Head Coach JV	\$2,235
Head Coach Girls	\$2,235

Flag Football: (3)

Head Coach Varsity	\$3,211
Head Coach JV	\$2,235
Head Coach Frosh	\$2,235

E-Sports: (2)

Coach/Coordinator	\$2,235
Asst. Coach	\$1,850

Assistant football coaches and assistant JV coaching positions of other sports shall be compensated at not less than 70% of the base head coach salary.
Assistant Frosh/Soph coaches and assistant to the assistant football coaches shall be compensated at not less than 60% of the base head coach salary.

Added incentives to the base salary:

- Coaches who coach at the same site where they teach shall receive a \$100 bonus added to their base rate.
- Coaches who coach a second sport shall receive a \$100 bonus added to their base rate.
- CIF playoffs/championship play, Coach shall receive a 5% stipend/week.

Other approved assignment rates are indexed to the the salary schedule adjustments.

CLAREMONT UNIFIED SCHOOL DISTRICT
CHS SALARY FOR OTHER APPROVED ASSIGNMENTS
Effective July 1, 2024

APPENDIX I

EXTRA TASK ASSIGNMENTS: Teacher assignments which require the unit member to work outside the school day and which are specifically identified by the CFA contract will be referred to as Extra Task Assignments.

Advanced Placement (AP)

Coordinator \$3,186

Department Chairperson:

High School \$2,413
 Plus \$125 FTE assigned to Dept.
 in excess of 3.0

Band:

Director \$4,077
 Asst. Director \$2,235
 Orchestra Director \$2,235
 Jazz Band Director \$2,235

Counseling \$2,413
 Plus \$125 FTE assigned to Dept.
 in excess of 3.0

Choral:

Director \$4,077
 Asst. Director \$2,235

Leadership Team (5):

Shared Decision Making \$2,319

Counselor Admin Designee:

IEP Meetings (6) \$862

Drama:

Coach* \$4,077
 *Post Season Competitions \$431
 Asst. Coach \$2,235

English Language:

Facilitator (up to 20 students) \$862
 Each 10 students above base \$400

Mock Trial:

Coach \$2,235

IB Program:

CAS Coordinator (per semester) \$1,725
 CAS Advisors (5) (per semester) \$400
 MYP Project Advisor (10) (per semester) \$400
 EE Coordinator (per semester) \$1,723
 EE Advisor (per student) \$150

Newspaper:

Advisor \$4,077

Speech & Debate:

Coach* \$4,077
 *Post Season Competitions \$431
 Asst. Coach \$2,235

Guidance Team IEP:

Coordinator \$1,691

Television Production/Wolfcast

Advisor \$4,077

Roving Stipend (per semester):

1 move \$265
 2 moves \$372
 3 moves \$478
 4 moves \$690
 5 moves \$796

Yearbook:

Advisor \$4,077

Model UN:

Coach \$2,235

Involuntary Move Btw Sites (see Article 19.9.2):

Per Semester \$531

District SPED SDM:

Member \$862

Added incentives to the base salary: a) CIF playoffs/championship play, Coach shall receive a 5% stipend/week.

**CLAREMONT UNIFIED SCHOOL DISTRICT
ELEMENTARY SALARY FOR OTHER APPROVED ASSIGNMENTS
Effective July 1, 2024**

EXTRA TASK ASSIGNMENTS: Teacher assignments which require the unit member to work outside the school day and which are specifically identified by the CFA contract will be referred to as Extra Task Assignments.

English Language:

Facilitators (8)	\$862
Base (up to 20 students)	
Each 10 students above base	400

Team Leader:

Elementary	\$2,413 (plus \$125 per FTE assigned to team in excess of 3.0)
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Guidance Team IEP:

Coordinator	\$1,691
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Sites shall have the following allocation:

600 and over students = 5 Team Leaders

400 - 599 students = 4 Team Leaders

150-399 students = 2 Team Leaders

Under 149 = 1 Team Leader

Site Support:

Coordinator (2)	\$1,242
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Student Study Team:

Coordinator	\$1,491
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District SPED SDM:

Member	\$862
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Dual Language Immersion:

Teacher	1,691
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Grade Level Curricular Field Trips:

Per Day	\$100
Per Day with overnight	\$175

**CLAREMONT UNIFIED SCHOOL DISTRICT
EL ROBLE SALARY FOR OTHER APPROVED ASSIGNMENTS
Effective July 1, 2023**

EXTRA TASK ASSIGNMENTS: Teacher assignments which require the unit member to work outside the school day and which are specifically identified by the CFA contract will be referred to as Extra Task Assignments.

<u>ASB:</u>		<u>Department Chairperson:</u>	
Coordinator	\$3,186	Intermediate School	\$2,413 (plus \$125 per FTE assigned to Dept. in excess of 3.0)
<u>Band:</u>		<u>Counselor Admin Designee (2):</u>	
Director	\$1,853	IEP Meetings	\$862
<u>Choral:</u>		<u>English Language:</u>	
Director	\$1,853	Facilitator	\$862
<u>Curricular Focus:</u>		Base (up to 20 students)	
Coordinator	\$1,242	Each 10 students above base	\$400
<u>Drama:</u>		<u>Guidance Team IEP:</u>	
Coach	\$1,853	Coordinator	\$1,691
<u>Drill Team:</u>		<u>Roving Stipend (per semester):</u>	
Advisor	\$2,233	1 move	\$265
<u>Instructional Activity:</u>		2 moves	\$372
Coordinator	\$1,242	3 moves	\$478
<u>Orchestra:</u>		4 moves	\$690
Director	\$1,853	5 moves	\$796
<u>Pep Squad:</u>		<u>Athletic Program:</u>	
Advisor	\$2,233	Coordinator	\$4,310
<u>Rally:</u>		Coaches	\$1,850
Coach	\$1,811	Basketball (4)	
<u>Speech & Debate:</u>		Cross Country (2)	
Coach	\$1,853	Football (2)	
<u>Yearbook:</u>		Track (4)	
Advisor	\$2,233	Volleyball (2)	
		<u>Involuntary Move Btw Sites (see Article 19.9.2):</u>	
		Per Semester	\$531
		<u>District SPED SDM:</u>	
		Member	\$862

Claremont Unified School District
Human Resources
170 W. San Jose Avenue
Claremont, CA 91711

Appendix J
Request for Voluntary Transfer,
Reassignment or Increase in FTE
(Reference CFA-CBA Article 14.3)

Instructions: A request for transfer, reassignment or increase in FTE may be initiated by a member of the bargaining unit at any time on this form. The request will remain on file until the member removes it.

Employee's Name: _____

Current Work Location: _____

Current Grade/Subject: _____

Current FTE: _____

I request a voluntary:

_____ Transfer (Please list sites interested in transferring to)

_____ Reassignment (Please list grades/subjects interested in)

_____ Increase in FTE (Please check one below)

_____ Interested in FTE increase only at my current work site

_____ Interested in FTE increase that may include the possibility of a voluntary transfer to another site

Please provide a brief statement for requesting a change:

Employee Signature

Supervisor Signature (not required if confidential
statement below is checked)

_____ I hereby request that this form be held confidential from my supervisor. I understand that when review for the open position is initiated, the supervisor and I will be informed of application prior to review.

Procedures for Extended Personal Leave Without Pay, Leave for Academic Study, Educational and Professional Growth

Extended personal leaves for academic study, educational and professional growth will be considered for approval by the Superintendent on the basis of an accompanying academic study plan. The purpose of the activity would be to expand the teacher's range of professional experience and/or abilities. The purpose of the plan would be to translate the experience into the classroom in productive learning activities. Included must be plans for classroom activities related to the proposed leave prior to, during, and following the requested period of absence. The employee will review the plan in conference with the Assistant Superintendent of Personnel/Educational Services. Upon acceptance by the Assistant Superintendent, the plan will be reviewed by the Superintendent and a recommendation will be made to the Board of Education. There must be a compelling reason for the leave to be scheduled during the school year due to a concern for instructional consistency in the classroom.

Claremont Unified School District
Probationary Unit Member Evaluation

☐ Probationary 1 ☐ Probationary 2

Unit Member _____ School _____ Position _____ Date _____

Hire Date _____ Objective Setting Meeting Date _____

1st Observation Date: _____ Mid-Year Conference Date: _____

Professional Standards Used (Choose One): CSTP(Teacher), ASCA (counselor), NASP (psychologist), ASHA (SLPs)	Mid-Year Evaluation
1. Evaluator Selected Standard Element: Objective: Action Steps:	☐ Meets Standard ☐ Approaching Standard ☐ Does Not Meet Standard Comments:

2. Unit Member Selected Standard Element: Objective: Action Steps:	☐ Meets Standard ☐ Approaching Standard ☐ Does Not Meet Standard Comments:
3. Department/Grade Level/Site Shared Decision Making Selected Standard Element: Objective: Action Steps:	☐ Meets Standard ☐ Approaching Standard ☐ Does Not Meet Standard Comments:

Additional Comments:

We have met and discussed the above statements of goals, objectives and action steps.

Unit Member Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

Revised 02/25/13

Claremont Unified School District
Probationary Unit Member Evaluation

☐ Probationary 1 ☐ Probationary 2

Unit Member _____ School _____ Position _____ Date _____

Hire Date _____ Objective Setting Meeting Date _____

2nd Observation Date: _____ End-of-Year Conference Date: _____

Professional Standards Used (Choose One): CSTP(Teacher), ASCA (counselor), NASP (psychologist), ASHA (SLPs)	End-Of-Year Evaluation
1. Evaluator Selected Standard Element: Objective: Action Steps:	☐ Meets Standard ☐ Approaching Standard ☐ Does Not Meet Standard Comments:

2. Unit Member Selected Standard Element: Objective: Action Steps:	☐ Meets Standard ☐ Approaching Standard ☐ Does Not Meet Standard Comments:
3. Department/Grade Level/Site Shared Decision Making Selected Standard Element: Objective: Action Steps:	☐ Meets Standard ☐ Approaching Standard ☐ Does Not Meet Standard Comments:

Additional Comments:

We have met and discussed the above statements of goals, objectives and action steps.

Unit Member Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

Revised 02/25/13

Date of Prior Evaluation_____

Professional Standards Used (Choose One): CSTP(Teacher), ASCA (counselor), NASP (psychologist), ASHA (SLPs)	End-of-Year Evaluation
1. Evaluator Selected Standard Element:	☐ Meets Standard ☐ Does Not Meet Standard Comments:
Objective:	
Action Steps:	

Revised _____

2. Unit Member Selected Standard Element: Objective: Action Steps:	☐ Meets Standard ☐ Does Not Meet Standard Comments:
3. Department/Grade Level/Site Shared Decision Making Body Selected Standard Element: Objective: Action Steps:	☐ Meets Standard ☐ Does Not Meet Standard Comments:

Additional Comments:

We have met and discussed the above statements of goals, objectives and action steps.

Unit Member Signature: _____

Evaluator Signature: _____

Revised _____

Claremont Unified School District
Classroom Observation Form

- ☐ Mid-Year Evaluation (Probationary Only)
☐ End-of-Year Evaluation

Unit Member _____ Position _____ Observation Date _____

Observation Conference Date: _____

Based on informal observations and this formal observation, the following is progress thus far toward your standard elements and objectives selected:

1. Evaluator Selected Standard Element:

1. Evaluator Selected Standard Element:	
Observation	Comments

2. Unit Member Selected Standard Element:**Observation****Comments**

3. Grade Level, Department of Other Site Shared Decision Making Body Selected Standard Element:**Observation****Comments**

Additional Comments:

We have met and discussed this classroom observation.

Unit Member Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

Claremont Unified School District
Improvement Plan Unit Member Evaluation

Unit Member _____ School _____ Position _____ Date _____

Hire Date _____ Objective Setting Meeting Date _____ 1st Observation Date _____

Mid-Year Conference Date _____ Date of Prior Evaluation _____

Professional Standards Used (Choose One): CSTP(Teacher), ASCA (counselor), NASP (psychologist), ASHA (SLPs)	Mid-Year Evaluation
1. Improvement Plan Standard Element: Objective: Support Plan: 	☐ Meets Standard ☐ Approaching Standard ☐ Does Not Meet Standard Comments:

Additional Comments:

We have met and discussed the above statements of goals, objectives and support plan.

Unit Member Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

Revised 02/25/13

Claremont Unified School District
Improvement Plan Unit Member Evaluation

Unit Member _____ School _____ Position _____ Date _____

Hire Date _____ Objective Setting Meeting Date _____ 2nd Observation Date _____

End-of-Year Conference Date _____ Date of Prior Evaluation _____

Professional Standards Used (Choose One): CSTP(Teacher), ASCA (counselor), NASP (psychologist), ASHA (SLPs)	End-Of-Year Evaluation
1. Improvement Plan Standard Element: Objective: Support Plan:	☐ Meets Standard ☐ Does Not Meet Standard ----- Comments:

Additional Comments:

We have met and discussed the above statements of goals, objectives and support plan.

Unit Member Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

Revised 02/25/13

Claremont Unified School District
Improvement Plan Observation Form

- ☐ Mid-Year Evaluation
☐ End-of-Year Evaluation

Unit Member _____ Position _____ Observation Date _____

Observation Conference Date: _____

Based on informal observations and this formal observation, the following is progress thus far toward your standard elements and objectives selected:

1. Improvement Plan Standard Element, Objective and Support Plan:**Observation****Comments**

Additional Comments:

We have met and discussed this classroom observation.

Unit Member Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

CALIFORNIA TEACHING STANDARDS

1.0 Engaging and Supporting All Students in Learning

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving, and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

4.0 Planning Instruction and Designing Learning Experiences for All Students

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

2.0 Creating and Maintaining Effective Environments for Student Learning

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5 Developing, communicating, and maintaining high standards for individual and group behavior
- 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- 2.7 Using instructional time to optimize learning

5.0 Assessing Students for Learning

- 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5.5 Involving all students in self-assessment, goal setting, and monitoring progress
- 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families

3.0 Understanding and Organizing Subject Matter for Student Learning

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

6.0 Developing as a Professional Educator

- 6.1 Reflecting on teaching practice in support of student learning
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.4 Working with families to support student learning
- 6.5 Engaging local communities in support of the instructional program
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students
- 6.7 Demonstrating professional responsibility, integrity, and ethical conduct