

**2021 - 2025**

**Collective Bargaining Agreement**



**Between**

**Claremont Faculty Association**

**and**

**Claremont Unified School District**

Board Approved 07/01/2022

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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 Guidance Counselor
- 6 School Nurses
- 7 School Psychologist
- 8 Speech, Language Pathologist
- 9 Child Development Program Site Coordinator
- 10 Preschool Teacher
- 11 Clinical Therapist

12 (Note – The parties agree to work in sub-committee to review the Collective Bargaining  
13 Agreement and determine edits necessitated by the addition of the classification.)

14 and the following certificated positions when filled by the Board, and concurrently held in  
15 addition to a regular assignment within the Claremont Unified School District:

- 16 Individual Instruction Teacher,
- 17 Summer School Teacher,

18 and all positions listed in Appendixes E-H of the Master Contract.

19 The above members of the bargaining unit are hereinafter throughout this Agreement also  
20 referred to as "members".



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** Any bargaining unit member who is not a member of the Association or who does not  
3 make application for membership within thirty (30) days from the unit member's first day of  
4 employment shall become a member of the Association or pay to the Association a service fee in  
5 an amount equal to unified membership dues, initiation fees and general assessment payable to  
6 the Association. The Association shall notify the District the amount of the service fee and shall  
7 be solely responsible for the calculation of the amount of the service fee. Service fees shall be  
8 prorated for part time bargaining unit members. The bargaining unit member may authorize  
9 payroll deduction for such fee in the same manner as provided in Article IV.

10 **5.2** A bargaining unit member who is a member of a religious body whose traditional tenets  
11 or teachings include objections to joining or financially supporting employee organizations will  
12 not be required to join, maintain membership in, or financially support the Association. In lieu  
13 of the payment of a service fee such bargaining unit member will contribute to a charitable  
14 organization approved by the Association and the District, a sum equal to the service fee. The  
15 Association may require evidence that such payments have been made. The charitable  
16 organizations authorized for contributions by the bargaining unit member are:

- 17 Claremont Educational Foundation;
- 18 Service Center for Independent Living (SCIL);
- 19 City of Hope;
- 20 American Red Cross; or
- 21 Foundation to Assist California Teachers.

22 The Association agrees not to request mandatory payroll deductions for any member who has  
23 applied for exemption under this Section 5.2 and who has contributed a sum equal to the service  
24 fee to one of the designated charitable organizations.

1   **5.3**    In the event that a member of the bargaining unit does not pay the dues or fees referred to  
2   in Section 5.1 of this Article directly to the Association or authorize payment through payroll  
3   deduction, the District will, on written notification by the Association deduct the service fee and  
4   appropriate amounts to cover fees in arrears. The Association's notification to the District  
5   requesting mandatory payroll deduction for a member shall clearly set forth the amount of the  
6   fees to be mandatorily deducted and shall include the Association's certification that it has  
7   complied with all legal requirements for mandatory payroll deductions.

8   **5.4**    The Association agrees to furnish assistance and any information needed by the District  
9   to fulfill the provisions of this Article.

10   **5.5**    The Association shall indemnify and hold harmless the District, its officers, agents and  
11   employees, from and against any and all claims, demands, suits, administrative proceedings or  
12   any other action arising out of, or in any way connected with, the provisions of this Article,  
13   and/or the implementation thereof, including, without limitation, the District's deduction and/or  
14   payment of monies hereunder.

15   In any case in which the provisions of this Section are invoked or contested and it is necessary  
16   for the District to defend a position, use legal counsel, or incur any expenses in so doing, the  
17   Association agrees to provide the defense and to pay all costs incurred by the District, including  
18   attorneys' fees. In addition, the District may notify the Association that a claim has been made or  
19   a suit instituted against it and request the Association to provide legal representation. Upon  
20   receipt of such notification, the Association will provide legal representation for the District at its  
21   own expense. The Association shall have the exclusive right to decide and determine whether  
22   any such action shall be compromised, resisted, defended, tried or appealed.

23   The Association will pay any judgments ordered against the District arising out of the proposed  
24   or actual implementation of this 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 member of the bargaining unit for up to ten (10)  
3 days without pay for serious misconduct, as defined in Education Code §44932 et seq., and/or  
4 the 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  
7 suspension and the reasons therefore. The notice shall also contain a statement of the member's  
8 right to a conference with the Superintendent, or Superintendent's designee, concerning the  
9 suspension and the member's right to respond either orally or in writing within ten (10) days of  
10 the notice. The member's request for a conference shall be in writing and shall be received by  
11 the Superintendent, or Superintendent's designee, within ten (10) days. In the event a conference  
12 is held to discuss the suspension, the member may be represented by an individual of his/her  
13 choice.

14 **8.3** A member who is suspended shall be notified of his/her right to appeal the decision of the  
15 Superintendent by utilization of Article VII, Grievance Procedure, and to be represented in the  
16 grievance by the Association.

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

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

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

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



1 **ARTICLE IX: HOURS**

2 **9.1 Professional Day**

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

8 **9.2 Scheduled Meetings and Elementary Parent Conferences**

9 9.2.1 All elementary schools, the intermediate school, community day and the  
10 continuation high school shall have a consistent modified ending time on each  
11 Wednesday during the school year. Claremont High School shall have a consistent late  
12 start schedule on each Wednesday during the school year.

13 9.2.2 Meetings shall be scheduled for each month of the school year as indicated  
14 below:

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

1 At a scheduled time agreed upon by bargaining unit members of the grade  
2 level/content area/data team: Two, 50-minute collaborative data and student  
3 achievement meetings for secondary sites. Two, 45-minute collaborative data  
4 and student achievement meetings for elementary sites. The agendas for these  
5 meetings shall be agreed upon by the site administrator and the grade  
6 level/department chair/content area/data team lead. Notes from the meeting will  
7 be taken by members and provided to the principal after the meeting in a format  
8 and timeline mutually agreed to. Notes from collaborative data and student  
9 achievement meetings are considered final when submitted and shall not be used  
10 for evaluative purposes. By September 15<sup>th</sup> every year, each team shall decide  
11 on dates, times and places of these meetings and provide the administrator a  
12 schedule for the year's meetings. Should a meeting during the year need to be  
13 rescheduled for any reason, the team leader shall notify the administrator in  
14 advance. In months with elementary parent/teacher conference weeks or  
15 secondary semester final exam weeks, one 45/50-minute collaborative data or  
16 student achievement meetings shall be canceled.

- 17 • In months in which a regularly scheduled contractual meeting would not occur  
18 due to a school holiday or closure, the principal shall notice staff prior to the start  
19 of the month which of the contractual meetings shall not be held or rescheduled.

- One month per year, where there is a 5<sup>th</sup> 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 5<sup>th</sup> 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 a total of 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 and inclusive of the Wednesday minimum day that week.

9.2.4 The District, Individualized Education Program (IEP) teams, and 504 Coordinators shall prioritize the scheduling of 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 With reference to 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,

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

#### 6 **9.4 Elementary Level Curricular Field Trips**

7 9.4.1 Elementary curricular field trips which require overnight stay will compensate  
8 members according to Appendix I. In the event the teacher of record opts not to stay  
9 overnight, they are to provide as much advance notice as possible to their  
10 administrator for other arrangements to be made. In the event this takes place, the  
11 teacher of record may be required to attend the camp during their professional day or  
12 provide coverage and services at their school site until their students return.

13 9.4.2 Curricular field trips that take place on a member’s non-work day, will  
14 compensate members according to Appendix I.

#### 15 **9.5 Non-instruction Duty Days**

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

#### 19 **9.6 Part-time Employees**

20 The provisions of this Article IX, paragraphs 9.1, 9.2, and 9.3, shall apply on a pro rata basis by  
21 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 the members of the bargaining unit shall have at least a thirty (30)  
4           minute duty-free lunch period. The lunch period shall be scheduled for full time  
5           members at or about the midpoint of each duty day unless otherwise agreed to by the  
6           member and his/her immediate 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-  
12          minute blocks per week to be used as a preparation period. Yearly schedules shall be  
13          determined by the site Shared Decision-Making Committees and referred to Human  
14          Resources by the end of the second week of school. Every effort will be made to  
15          implement the schedule by October 1. For grades 4-6, elementary teachers who miss  
16          their contractual preparation time due to the seven (7) scheduled holidays/pupil free days  
17          during the school year, teachers will be able to reschedule their preparation period as  
18          follows:

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

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

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

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

9           9.8.3   For Classroom Teachers in Grades K-3, the District will provide a full day  
10          preparation period to be taken one day during each trimester, resulting in three  
11          preparation days per year. Teachers and principals will mutually agree to the dates and  
12          teachers are to remain on campus, or at the District Office, during their preparation  
13          day. Half days of preparation may be permitted, based on substitute availability.  
14          Teachers are responsible for scheduling and making substitute arrangements for the  
15          preparation days and if a day is not taken during the trimester allocated, it cannot be  
16          taken later in the school year.

17          9.8.4   At the elementary level, the District will provide a meeting-free shortened  
18          Wednesday on, or preceding Open House for Classroom Teachers. At the secondary  
19          level, a minimum day will be scheduled on the day of Open House for Classroom  
20          Teachers.

1 **9.9 Scheduled Work Days and Annual Minutes**

2 The number of scheduled workdays for Classroom Teachers shall be 182 days. The number of  
3 scheduled workdays for Education Specialists (SLP, RSP, SDC), and School Nurses shall be  
4 184 days. The number of scheduled workdays for School Psychologists and Clinical Therapists  
5 shall be 185 days. The number of scheduled workdays for the Guidance Counselors shall be  
6 187.5 days. All new members are required to attend The New Certificated Staff Orientation.  
7 The number of annual instructional minutes in K-12 shall not be less than the provisions of  
8 Education Code 46201 and shall not exceed the following:

9 Elementary

10

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

11 Secondary

12

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

13 (See El Roble MOU)

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

8 **9.10 Extra Professional Development Days**

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

15 **9.11 Extra Period Assignments**

16 Secondary administration will ask Classroom Teachers prior to the end of the school year, which  
17 classroom teachers are interested in teaching a sixth period for the upcoming school year.  
18 Classroom teachers will respond to the site administrator, prior to their check-out date,  
19 indicating their interest in a sixth period assignment.

20 As sixth period assignments become available, the site administrator will contact Classroom  
21 Teacher(s) who have indicated interest in teaching a sixth period subject to the following  
22 conditions:

- 23 (1) Appropriate credentialing
- 24 (2) Department Chair input and
- 25 (3) Consideration of the master schedule.

26 Classroom teachers will be asked for a response within five (5) days.



1 **9.12 Special Education**

2 9.12.1 All Elementary RSP and SLP teachers will be provided one day, or an  
3 equivalent of five hours per week, with no regularly scheduled service of students in  
4 order to test, meet with parents, write IEPs, observe students in general education  
5 classrooms, and articulate their program with general education teachers.

6 9.12.2 Grades 7-12, non-self-contained Special Education teacher will be provided one  
7 period per day, called Articulation Period, with no regularly scheduled service of  
8 students in addition to the preparation period (Article 9.7.1) in order to test, meet with  
9 parents, write IEPs, observe students in general education classrooms and articulate  
10 their programs with general education teachers. A member is not able to take a class  
11 overage during their Articulation Period.

12 9.12.3 Elementary SDC, Grades 7-12 self-contained Special Education, and Adaptive  
13 Physical Education teachers shall be provided 3 full days, or 6 half day substitutes per  
14 year in order to test, meet with parents, write IEP plans, observe students in regular  
15 education classrooms, and articulate their programs with regular education teachers.

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

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

1 **9.13 Secondary Period Coverage**

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

- 6 • Each Secondary site will create a “Period Call List” that lists the names of all  
7 teachers in alphabetical order who are available during their scheduled  
8 preparation period.
- 9 • When a period becomes available, the administrator, or designee, will contact  
10 teachers on the “Period Call List” in order. If a teacher declines the assignment,  
11 the administrator, or designee will proceed through the list in alphabetical order  
12 until the period is filled. When a subsequent situation arises where no substitute  
13 can be secured by the District in that same class period, the administrator, or  
14 designee will begin on the “Period Call List” with the next teacher.
- 15 • Teachers who substitute will be paid via timesheet at the Individual Instruction  
16 Teacher Rate for one hour per period covered.
- 17 • A teacher cannot be required to substitute for another teacher and can request to  
18 be removed (or placed back on) the “Period Call List.”
- 19 • “Period Call Lists” will be available at the desk of the principal’s secretary for  
20 review.
- 21 • Counselors, Librarians, psychologists and TOSAs may also substitute, as listed  
22 above, in the event no one from the “Period Call List” or administrators is  
23 available. They shall be used on an equitable, rotational basis.

1 **ARTICLE X: COMPENSATION**

2 **10.1 Salary Schedule**

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

- 4 • Classroom Teacher – APPENDIX D
- 5 • Speech Language Pathologists – APPENDIX D
- 6 • Guidance Counselors – APPENDIX E
- 7 • School Nurses – APPENDIX F
- 8 • Psychologist, Clinical Therapist – APPENDIX G
- 9 • Child Development Program Site Coordinator and Preschool Teacher – APPENDIX H
- 10 • Education Specialist – APPENDIX J

11 **10.2 New Programs**

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

15 **10.3 Service Credit**

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

17 10.3.1 Definitions

18 One year of service credit is defined as: Regular full time service with the Claremont  
19 Unified School District for not less than 75% of the days of the regular school year, and in  
20 no event less than 135 school days, or Regular part time service with the Claremont Unified  
21 School District such that the product of the fraction of the full school year worked (number  
22 of days in a paid status divided by number of days in a unit members work year) and the  
23 fraction of a full assignment worked (i.e., 0.8 FTE) during the year equals 75% or more.

24 Regular part time experience credit may be accumulated for a maximum of four  
25 consecutive years for Claremont Unified School District service only. No service credit  
26 shall be granted for service in positions other than those specified in paragraph 10.1.

1           10.3.2 Advancement

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

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

12          Counselors, School Psychologist, Clinical Therapist and School Nurses shall advance on  
13          their assigned Salary Schedule at the rate of one (1) step per year of service on the salary  
14          schedule.

15          Child Development Program Site Coordinator and Preschool Teacher shall advance on  
16          their assigned Salary Schedule at the rate of one (1) step per year of service.

17          10.3.3 Initial Placement on Schedules

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

1 Members employed to teach industrial education subjects may be granted up to four (4)  
2 years of credit for appropriate work experience, including work as a journeyman, in lieu of  
3 teaching experience. All previous experience shall be verified by official statements by  
4 prior employers before experience credit shall be allowed. Employment as a substitute or  
5 intern shall not be used in computing years of service for salary placement or advancement.  
6 All course work approved by initial placement must be verified by official transcripts.  
7 Obtaining official transcripts is the responsibility of the member. All transcript  
8 verifications must be received within ten (10) working days of the signing of the member's  
9 initial contract. Failure to do so will result in the District's withholding salary warrants until  
10 such documents are placed on file. Earned degrees received and units of study in an  
11 accredited institution of higher learning shall be allowed for initial placement and  
12 subsequent horizontal movement on the Salary Schedule for Classroom teachers, provided  
13 they are directly related to the educational services provided to the District by the member.

#### 14 10.3.4 Longevity

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

- 17 ● 15 years of service
- 18 ● 20 years of service
- 19 ● 25 years of service
- 20 ● 30 years of service

21 10.3.5 Credit given for Career Longevity shall be granted for public/private/charter  
22 school experience, providing the school is state accredited and the unit member held a valid  
23 state credential for that assignment during the time of employment. All previous experience  
24 shall be verified by official statements by prior employers before placement on Career  
25 Longevity steps. Employment as a substitute or intern shall not be used in computing years  
26 of service for Career Longevity placement.

1           10.3.6   Early Notification Incentive

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

- 4           •        Notifications submitted by January 15<sup>th</sup>
  - 5               ◦ Twenty-Five hundred dollar (\$2,500) Early Notification Incentive
- 6           •        Notifications submitted by February 28<sup>th</sup>
  - 7               ◦ One thousand dollar (\$1,000) Early Notification Incentive

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

13       **10.4   Training Credit**

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

16           10.4.1   Training credit shall be given to Certificated Members for graduate level semester  
17           units of study successfully completed as reflected on a transcript from an accredited  
18           university, provided that the approval from the Assistant Superintendent, Human  
19           Resources or Designee was obtained in advance of enrollment in the course of study.  
20           Qualifying training credit shall be given for semester units taken by Child Development  
21           Program Lead Teacher, Child Development Program Site Coordinator and Preschool  
22           Teacher provided that the approval of the Child Development Program Director was  
23           obtained in advance of enrollment in the course of study.

24           10.4.2   Certificated members may appeal the decision of the Assistant Superintendent of  
25           Human Resources to the Superintendent.

1           10.4.3 For purposes of computation one quarter unit equals two-thirds of a semester unit.

2           10.4.4 Responsibility for providing the Human Resources Department with up-to-date  
3 records of teaching experience, credits for completed college work, credentials and/or  
4 degrees rests entirely with the bargaining unit member.

5           10.4.5 Official transcripts of graduate study or Child Development Program units  
6 completed must be received by the Human Resources Department in order to approve  
7 Training Credit.

8           10.4.6 A member who has been awarded an earned Doctorate shall receive \$1,000  
9 additional salary annually.

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

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

16   **10.6 Salary for Extra Duty Assignments**

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

21           10.6.1 Bargaining unit members shall have first option to any vacant extra duty  
22 assignment.

23           10.6.2 The District will make every attempt to employ members of the bargaining unit  
24 who qualify for one or more extra duty assignment.

25           10.6.3 All athletic coaching stipends will be paid at the completion of the season.

1           10.6.4 All other Appendix I stipends will be paid evenly in up to ten (10) pay checks  
2           (October through July) for each bargaining unit member. Payments will commence with  
3           the next pay period following Board approval of the stipend.

4           10.6.5 Appendix I positions may be split with the mutual agreement of bargaining unit  
5           members and their supervisor. A split assignment will be compensated with an equal  
6           amount paid to each bargaining unit member splitting an Appendix I position.

7           **10.7 Payment for Staff Inservice and Curriculum Development**

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

14          **10.8 Payment for Dual Enrollment Courses**

15          The District shall provide compensation to members who teach a dual enrollment course at a rate  
16          of \$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  
3 Full Time Equivalent (FTE) bargaining unit members. Any funds of the above-covered portion of  
4 allocation left over may be utilized to purchase additional benefits or held in reserve for the  
5 following year for benefits, at the discretion of the Shared Decision Making Benefits Committee.  
6 On November 15, February 15, and July 15 of each year, a printout of expenditures for individual  
7 benefits will be provided to the Association and also to the Shared Decision Making Benefits  
8 Committee in a format agreed 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  
11 a 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  
14 shall be determined by Shared Decision Making Benefits Committee. The Shared Decision  
15 Making Benefits Committee shall consist of six members of whom two will be elected by  
16 the Claremont Faculty Association; two elected by California School Employees  
17 Association, Claremont Chapter #200; one appointed, or elected, by Claremont  
18 Management Association; and one appointed by the District. The Assistant Superintendent,  
19 Business Services shall chair the Committee and will only vote in case of a tie. The  
20 secretary to the Assistant Superintendent, Business Services shall act as secretary to the  
21 Committee.

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

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

6 11.1.4 Early Retirees - For bargaining unit members (pro-rated by FTE) retiring under  
7 Article XX, Early Retirement, Section 20.1, the District shall provide insurance benefits  
8 subject to the 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  
11 that of a full time current bargaining unit member's premium (pro-rated by FTE at  
12 the time of retirement) for the retiree selected, group health insurance program  
13 available to current bargaining unit members for the retiree and dependent spouse  
14 until the unit member is eligible for Medicare or has attained the age of 65.

15 If a dependent spouse turns 65 and is eligible for Medicare before the member turns  
16 65 or is eligible for Medicare, the dependent spouse shall no longer be eligible for  
17 the District provided 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  
20 that of a current bargaining unit member's premium (pro-rated by FTE at the time  
21 of retirement) and the retiree's contribution toward the benefit premium will remain  
22 the same as, or less than, the contribution during the member's last year of service  
23 to the District (pro-rated by FTE at the time of retirement) for the group health  
24 insurance program in which the unit member is enrolled at the time of retirement  
25 for the retiree and dependent spouse until the unit member is eligible for Medicare  
26 or has attained the age of 65.

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

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

6                   11.1.4.4    In the event 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  
11                  premium, whichever is less. The retiree must provide proof of enrollment in an out-  
12                  of-area health plan.

13    **11.2   Group Dental Insurance**

14    The District shall on behalf of members of the bargaining unit contribute toward the premium for  
15    a 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  
18                  dental plan or the District shall pay, for each full time equivalent of the bargaining unit  
19                  under regular contract, the annual premium of an optional Dental Health Maintenance  
20                  Organization (DHMO) plan covering the member and dependents.

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

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

19 11.2.4 Early Retirees - For current bargaining unit members retiring under Article XX,  
20 Early Retirement, Section 20.1, the District shall provide dental insurance benefits subject  
21 to the 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  
5 for the retiree and, if the retiree participates in the DHMO plan, the dependent  
6 spouse until the unit member is eligible for Medicare or has attained the age of 65.  
7 If a dependent spouse turns 65 or is eligible for Medicare before the member turns  
8 65 or is eligible for Medicare, the dependent spouse shall no longer be eligible for  
9 the District provided 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  
14 for the retiree and the retiree's contribution toward the benefit premium will remain  
15 the same as, or less than, the contribution during the members last year of service  
16 to the District (pro-rated by FTE at the time of retirement) and, if the retiree  
17 participates in the DHMO plan, the dependent spouse until the unit member is  
18 eligible for Medicare or has attained the age of 65.

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

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

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

7    **11.3    Personal Property Coverage**

8    The District shall on behalf of members of the bargaining unit provide for a personal property  
9    coverage plan. The plan shall provide all risk personal property coverage, exclusive of  
10    automobiles, up to a limit of \$1,000.00 with the first \$25.00 deductible. The specific plan shall be  
11    determined by the District. In order for this coverage to apply, bargaining unit members must  
12    declare, on District supplied forms, the specific 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  
15    employed .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  
3 in the Special Education Department.

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

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

9 The Site SDM Committee shall:

10 12.2.1 Address the educational program, site and district goals to meet the needs  
11 of students at the school site.

12 12.2.2 Interact and consult with parent organizations such as the Parent Faculty  
13 Association and the School Site Council to assess the overall school concerns in  
14 order to promote overall school governance and direction.

15 12.2.3 Parents may be invited by the SDM Committee to provide input when the  
16 issues are pertinent to parents and/or the community.

17 12.2.4 Classified employees may be invited by the SDM Committee to provide  
18 input with the issues are pertinent to classified staff.

19 The District-Wide Special Education Committee Shall:

20 12.2.5 SDM Committee shall address the district-wide special education program  
21 and structure to meet the needs of CUSD students.

22 **12.3 Responsibilities of the SDM Committee:**

23 Site SDM Committee Responsibilities:

24 12.3.1 Remain current in research relating to Shared Decision Making.

25 12.3.2 Provide input to the School Site Council on the Single Plan for Student  
26 Achievement.

27 12.3.3 Design programs to address curricular and social areas of improvement.

28 12.3.4 Provide grade level and department articulation and program  
29 development, within District policy and State and Federal guidelines.

30 12.3.5 Establish pupil discipline procedures, with the concurrence of the site and  
31 District administration.

1 12.3.6 Assist the principal in defining topics for site-based staff development,  
2 based on needs enumerated in the school plan process.

3 12.3.7 Establish a budget within the dollar amount(s) specifically allocated by  
4 the District.

5 District-Wide Special Education SDM Committee Responsibilities:

6 12.3.8 Provide input on the acquisition and equitable distribution of instructional  
7 and assessment materials to meet the needs at all school sites.

8 12.3.9 Provide input on class placement to best meet student needs. SpEd  
9 Administrators shall meet with their staff prior to June 1 to receive input and  
10 discuss student assignments as it relates to case load for the subsequent school  
11 year. Staff shall be provided the opportunity for input and discussion prior to any  
12 changes in assignments. Student and service provider assignments shall again be  
13 discussed in the fall prior to finalizing service provider class loads.

14 12.3.10 Assist the Director in defining topics for district-wide or sub-group staff  
15 development, based on the specific needs of Special Education teachers and  
16 service providers.

17 12.3.11 Provide district-wide and sub-committee articulation and program  
18 development, within District policy and State and Federal guidelines.

19 **12.4 Procedures of the Site and SpEd Department SDM Committee:**

20 12.4.1 To attain consensus among all members of the SDM Committee is the  
21 primary goal. Both parties recognize that decisions by consensus are most  
22 effective in promoting cooperation and commitment to the decisions of the SDM  
23 Committee. Only if consensus cannot be reached shall decisions be made by a  
24 majority vote. The vote required shall be a majority of the committee members  
25 present at the meeting.

26 12.4.2 An agenda will be prepared by the chair of the SDM Committee prior to  
27 each meeting. Minutes will be published by a recorder, selected by the committee  
28 and distributed to all staff.

29 12.4.3 Decisions of the SDM Committee with respect to function and  
30 responsibilities are subject to review and approval by the Board of Education or



1 their designees. Decisions of the SDM Committee will align with the Goals and  
2 Core Values of the Board of Education, site goals and state/federal mandates.

3 **12.5 Membership of the SDM Committee:**

4 12.5.1 The Association site members shall elect its SDM Committee members  
5 representing grade levels and/or departments at each individual site. The  
6 remainder of the committee(s) shall be comprised of one administrator from the  
7 site.

8 12.5.2 The Association SpEd Department sub-groups (Elementary Ed Specialist,  
9 Middle School Ed Specialist, High School Ed Specialist, Psychologist, Speech  
10 and Language Pathologist, Special Day Class Teacher, Orthopedically Impaired  
11 Teacher) shall each elect a SDM Committee member. The remainder of the  
12 committee shall be one administrator from the department and one site  
13 administrator.

14 12.5.3 The SDM Committee's membership will be elected no later than October  
15 1<sup>st</sup> of each school year.

16 12.5.4 Process of election of the SDM Committee chair will be determined by  
17 unit members at the site. Any committee member can be elected to be the chair of  
18 the committee.

19 12.5.5 The SDM Committee chair shall be elected no later than November 1<sup>st</sup> of  
20 each school year.

21 12.5.6 The SDM Committee may also elect parent, student and classified  
22 members to be regular members of the SDM Committee.

23 **12.6 Term of the SDM Committee:**

24 12.6.1 The term of a SDM Committee member shall be one school year unless  
25 Association site members vote to change the committee term to two years.

26 12.6.2 If a vacancy occurs, the unit members at the site shall appoint a  
27 replacement, in the category or grade level at which the vacancy occurred.

1 **ARTICLE XIII: CLASS SIZE**

2 **13.1 Elementary Schools**

3 13.1.1 After the initial class size adjustment period, no classroom in Grades Transitional  
4 Kindergarten through three (3), shall exceed 24 pupils. With the mutual agreement of the  
5 classroom teacher, the association and the District, one additional pupil may be added, not to  
6 exceed a District average of 24:1.

7 13.1.2 After the initial class size adjustment period, no classroom in Grades 4, 5 and 6 shall  
8 exceed 34 pupils. With the mutual agreement of the classroom teacher, the association and  
9 the District, one additional pupil may be added.

10 13.1.3 The District will have ten (10) instructional days at the beginning of the school year  
11 to make class size adjustments to meet the District average without exceeding the contractual  
12 maximum. During those ten (10) instructional days, a class will not exceed two students  
13 more than the contractual maximum.

14 13.1.4 Enrollment in elementary combination/multi age classroom shall be limited to the  
15 contractual size limitations of the lowest grade making up the combination/multi age class.  
16 Teachers shall have input into the characteristics of the students that will make up the class.

17 13.1.5 Mainstreaming of Elementary Special Education Students into General Education  
18 Classrooms

19 13.1.5.1 The amount of time an elementary student with an IEP is  
20 mainstreamed from a special education classroom into a general education classroom  
21 shall be calculated as instructional class time, excluding recess and lunch. Any  
22 student who spends seventy-five percent (75%) or more of this instructional in-class  
23 time in a general education classroom shall be counted toward the general education  
24 teacher's class size.

1           13.1.5.2       The general education teacher, in collaboration with the IEP team,  
2 shall have input into the placement of a student who will be mainstreamed into their  
3 classroom. This can be reevaluated through the IEP process at any time.

4           13.1.5.3       The general education teacher shall provide input to the student's  
5 teacher of record regarding the students' progress during mainstreaming. Should issue  
6 arise, the teacher should work in collaboration with the IEP team to make changes to  
7 the student's mainstreaming plan. In keeping with the IEP, the teacher of record for  
8 the student being mainstreamed shall be primarily responsible for the mainstreamed  
9 student's behavior plan, assignment modifications, classroom assessments and the  
10 content of the progress reports and report cards.

11   13.1.6   Combination Class Assignments: A combination classroom is defined as two grade  
12 levels in an elementary classroom. Class configurations at Sycamore School are multi-age by  
13 design and are not applicable to this article. When a combination classroom is assigned,  
14 volunteers from the entire teaching staff will be requested to teach the class. If no teachers  
15 volunteer, a teacher will be assigned in order of least seniority from teachers within the span of  
16 grade levels in the combination class. Teachers will not be required to teach combo classes in  
17 consecutive years. Once a teacher has taught a combination classroom for a school year, they  
18 will move to the bottom of the rotation list of teachers at that grade level span.

19   13.1.7   Special Education classroom teachers shall not be included, according to State law,  
20 when calculating the pupil/classroom teacher ratio for regular classes.

21   13.1.8   Elementary school principals shall meet with their staff prior to June 1 to receive  
22 input and discuss student assignment as it relates to class size for the subsequent school year.  
23 Staff shall be provided the opportunity for input and discussion prior to any changes in teaching

1 assignments. Student and classroom teacher assignments shall again be discussed in the fall prior  
2 to finalizing individual classroom teacher class loads.

### 3 **13.2 Secondary Schools**

4 13.2.1 The District shall maintain a District average class size of thirty-three (33) pupils for  
5 grades seven (7) through twelve (12) excluding San Antonio High School and Community  
6 Day School.

7 13.2.2 No class at Claremont High School or El Roble Intermediate School shall exceed  
8 thirty-seven (37) students except for courses that are by design intended for large group  
9 instruction. Class size limits for music, theater, and seventh (7th) period PE shall be  
10 determined by agreement between the site administrator and the class instructor. The class  
11 instructor may request a CFA representative be present. No class at Claremont High School  
12 or El Roble Intermediate School in art, industrial art, home economics, science lab, and  
13 computer lab-based classes shall exceed the number of student stations. Body Building shall  
14 not exceed forty-four (44) students. No other physical education class at CHS or El Roble  
15 shall exceed forty-seven (47) students except for 7th period PE classes.

16 13.2.3 Class sizes for the Claremont High School courses listed below shall have a school  
17 site average pupil/classroom teacher ratio not to exceed 24:1 with no class having 25 pupils,  
18 except by mutual agreement of the classroom teacher and the District.

- 19 • Composition Fundamentals
- 20 • Integrated Math Readiness
- 21 • Foundations for Academic Success

22 Class sizes for the El Roble courses listed below shall have a school site average  
23 pupil/classroom teacher ratio not to exceed 20:1 with no class enrolled at 21 pupils, except by  
24 mutual agreement of the classroom teacher and the District.

- 25 • English Reading Support
- 26 • Math Support

1 13.2.4 San Antonio High School shall have a school site average pupil/classroom teacher  
2 ratio not to exceed 24:1 with no class exceeding 25 pupils. Community Day School shall  
3 have a school site average pupil/classroom teacher ratio not to exceed 20:1 with no class  
4 exceeding 21 pupils. Physical Education courses and online courses where teachers are only  
5 required to supervise and assist students and do not provide whole classroom direct  
6 instruction or assessment, shall have a pupil/classroom teacher ratio not to exceed 30  
7 students.

8 13.2.5 Except for courses that are, by design, intended for large group instruction and sports  
9 physical education classes, the total student load for an individual classroom teacher at the  
10 secondary level shall not exceed one less than thirty-seven (37) times five (5).

11 13.2.5.1 Advisory Homeroom will consist of no more than 32 students that shall  
12 meet no more than two times per week for a total time not to exceed 80 minutes. The  
13 schedule, program, class configuration and calendar of activities for Advisory  
14 Homeroom shall be determined by the site Shared Decision Making Committee and  
15 the period may include activities such as social emotional learning lessons,  
16 presentations, surveys, announcements, schoolwide activities etc. Members will take  
17 attendance and deliver curriculum developed by the District. Members will not  
18 formally assess students nor issue grades.

19 13.2.6 The District will have five (5) instructional days at the beginning of the school year to  
20 make class size adjustments to meet the district average without exceeding the contractual  
21 maximum. During those five (5) instructional days, a class will not exceed two students more  
22 than the contractual maximum. The District will work to meet those time limits in good faith  
23 and to the best of its abilities. Should there occur an unforeseen situation such as an unusual

1 number of new enrollees (5% increase or above), an untimely computer malfunction, or  
2 serious event or illness causing staff shortage, the District may find it impossible to meet the  
3 time limitations of the contract language.

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

8 13.2.7 Special Education classes shall not be included, according to State law, when  
9 calculating the pupil/classroom teacher ratio for regular classes.

10 13.2.8 Secondary school administrators shall meet with department chairpersons prior to  
11 June 1st to share the listing of tentative courses and number of students. Department  
12 chairpersons shall hold a meeting of department members no later than the last day of school  
13 to create tentative assignments for the upcoming academic year based on the expected  
14 courses and sections. During the summer, as changes become necessary, every effort shall be  
15 made to contact the member to let them know of the change in assignment. Each secondary  
16 site administrator shall ensure that the number of courses assigned to members are fair and  
17 balanced to the extent possible.

18 13.2.9 After school commences, staff shall again be provided the opportunity for input and  
19 discussion prior to the final attempt at leveling classes.

20 13.2.10 Secondary teacher shall not be required to teach a multi-level course with two  
21 separate and distinct curricula as part of their teaching assignment, unless mutually agreed  
22 upon by the member and the District.

1 **13.3 Special Education**

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

4 13.3.1 Elementary Mild/Moderate Special Day Classes shall have a class size of no more than  
5 twelve (12) students.

6 13.3.2 Elementary Moderate/Severe Special Day Classes shall have a class size of no more  
7 than twelve (12) students.

8 13.3.3 Secondary Mild/Moderate Classes shall have a class size of no more than twenty  
9 (20) students.

10 13.3.4 Secondary Moderate/Severe classes shall have a class size of no more than twelve  
11 (12) students.

12 **13.4 Special Education Caseloads**

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

15 **13.5 Child Development Program**

16 The BLAST and ASES Child Development programs shall maintain a pupil to staff member ratio of  
17 no more than 20:1. The State Preschool program shall maintain a pupil to staff ratio of no more than  
18 8:1 and District Preschool programs shall maintain a pupil to staff ratio of no more than 12:1.

19 **13.6 New Enrollees**

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

1    **13.7   Modification Exceptions**

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

6    **13.8   Fair and Balanced Student Load**

7    Each site administrator shall ensure that special education students and students with 504 plans are  
8    assigned equitably among all appropriate regular education teachers.

9    **13.9   Summer Session Exclusion**

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



1 **ARTICLE XIV: TRANSFERS**

2 **14.1 Definition**

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

9 **14.2 Teaching Assignment for School Year**

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

23 **14.3 Posting of Vacancies**

24 A vacancy is any vacated or newly created position within the bargaining unit. During the  
25 contractual work year, vacancies will be filled as needed at the discretion of the District.  
26 Between the end of the last instructional day in a school year and 10 business days prior to the  
27 start of instructional days in the succeeding school year, the District shall develop a notice of  
28 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 which are expressly provided in this Article XV are the sole benefits which are part  
4 of this collective agreement, and it is agreed that other statutory or regulatory leave benefits are  
5 not incorporated, either directly or implied, into this Agreement, nor are such other benefits subject  
6 to the 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  
8 bargaining unit may have under the leave provision of the Education Code but is intended to clarify  
9 that any such right is not included in this Agreement and not subject to the grievance procedure  
10 until included as a 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 member of the bargaining unit employed five (5) days a week for  
15 a school year by the Claremont Unified School District shall be entitled to ten (10)  
16 days leave of absence for illness or injury.

17 15.2.1b A member of the bargaining unit employed for less than five (5) school  
18 days a week shall be entitled, for a school year of service, to that proportion of ten  
19 (10) days leave of absence for illness or injury as the number of days he/she is  
20 employed per 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  
3 examination. In the event the District requests a verification, the member of the  
4 bargaining unit shall submit a written statement from his/her regular physician.  
5 When sufficient cause exists, the District may require an examination of the  
6 member by a physician selected by the District from the Medical Provider  
7 Network list and paid for by the District. If the physician's report concludes that  
8 the absence is not due to personal illness or injury, or that the illness is not  
9 sufficiently severe to warrant continued absence, then the Superintendent or  
10 designee, after notice to the member, may deny the continuance of 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 which  
13 would 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  
15 accrued prior to taking such leave by the member and such leave of absence may  
16 be taken at any time during the school year. If a member does not render service  
17 for the entire school year, but has used all paid sick leave, the amount of  
18 compensation received for sick leave taken but unearned shall be repaid to the  
19 District and the District shall have the right to make any necessary adjustment on  
20 the last warrant.

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

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15.2.3 Notification

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

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

15.2.4 Return to Service

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

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

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



1           15.2.4d If the member has indicated that he/she will be absent for more than one  
2           day, that member shall not be permitted to return to service and shall be charged  
3           with one additional day of illness or injury leave if the member fails to notify the  
4           District of the intent to return to service two (2) hours prior to the close of the  
5           preceding duty day and 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  
7           allowed in any school year under this section, the amount not taken shall be accumulated  
8           from year to year.

9           15.2.6 Unpaid Status - A member of the bargaining unit in an unpaid status who has used  
10          all available paid leaves including extended illness and injury benefits (Section 15.3) shall  
11          no 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 his/her duties on account of illness or  
14       accident for a period of five (5) school months or less, whether or not the absence arises out of or  
15       in the course of the employment of the member, the amount deducted from the salary due for any  
16       month in which the absence occurs shall not exceed the sum which is actually paid a substitute  
17       employee to fill the member's position during the absence, or if no substitute employee was  
18       employed the amount which 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  
22       complete the “Doctor’s Release from Work” form located in the “New Baby Packet” at  
23       least 30 days prior to their due date. (For “Family Medical Leave Act,” refer to Section  
24       15.14.)

1 15.4.3 The District will post the “New Baby Packet” to the Human Resources website  
2 and maintain it to ensure it remains compliant with laws related to pregnancy, paternity,  
3 and 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  
6 account 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  
8 the District are required to be in session or when the employee would otherwise  
9 have been performing work for the District in any one fiscal year for the same  
10 accident.

11 15.5.1b Allowable leave shall not be accumulated from year to year.

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

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

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

25 15.5.1e Industrial accident or illness leave shall be reduced by one day for each  
26 day 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  
2           year, the member shall be entitled to only the amount of unused leave due the  
3           member for 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  
7           date of termination of the industrial accident or illness leave, provided that, if the member  
8           continues to receive temporary disability indemnity, he/she may elect to take as much of  
9           the accumulated sick leave which, when added to the temporary disability indemnity, will  
10          result in payment to him/her 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  
13          illness. The District in turn shall issue the member appropriate salary warrants for payment  
14          of the member's salary and shall deduct retirement and other authorized contributions, and  
15          the temporary disability indemnity, if any, actually paid to and retained by the member for  
16          the period covered by such salary warrants.

17          15.5.4 The District reserves the right to secure proof of industrial accident or illness of  
18          any member of the bargaining unit. Before salary payments will be made to a member  
19          absent because of industrial accident or illness, a report of such accident or illness in the  
20          form prescribed by the District must be on file in the office of the Risk Manager and the  
21          injury or 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  
23          of 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  
4           granted as provided in this Article XV, Section 15.8. This leave must be completed within  
5           three (3) months of the death.

6           15.6.2   Members of the immediate family, as stated in this section, means the mother,  
7           father, mother-in-law, father-in-law, grandmother, grandfather, or grandchild of the  
8           employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter,  
9           daughter-in-law, brother, brother-in-law, sister, sister-in-law, of the employee, or any  
10          relative living in the 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  
13          paid leave for regularly called jury duty service. The member shall submit a copy of the  
14          summons to report to their supervisor and notify the absence reporting system as soon as  
15          the need to be absent is known.

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

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

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

1           15.7.5 Within five days of being compensated by the court system for jury duty service,  
2           the Member will reimburse the District the amount of compensation received.

3       **15.8 Personal Necessity Leave**

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

11      15.8.1 Approval for Personal necessity leave, as defined in this article, may be granted  
12      for:

13           15.8.1a Up to three consecutive days by notifying the absence reporting  
14           system.

15           15.8.1b Four to ten consecutive days by obtaining prior approval from the  
16           member's immediate supervisor or the Assistant Superintendent of Human  
17           Resources.

18           15.8.1c More than ten days, in a school year, at the sole discretion of the  
19           Superintendent.

20      15.8.2 Under all circumstances the member must notify the absence reporting system  
21      prior to the leave. Upon return to active service, the member will submit an employee  
22      absence form via the absence verification system.

23      **15.9 Personal Leave Without Pay**

24      15.9.1 Members of the bargaining unit may be granted personal leave without pay at the  
25      sole discretion of the Superintendent not to exceed five (5) days during any one school  
26      year.

1 15.9.2 All such leave must have prior approval by the Superintendent, otherwise the leave  
2 must be considered as unauthorized.

3 15.9.3 Where personal leave exceeds five (5) days, a written request shall be presented to  
4 the Board of Education for consideration as provided for in Section 15.10 of this Article  
5 XV.

6 15.9.4 Personal leave will not be granted for purposes of: (a) work stoppage, work  
7 slowdown, or strike; (b) any concerted activity that interferes with the efficient operation  
8 of the District; (c) personal convenience or routine personal activities; (d) vacation,  
9 holiday, recreation, or social activities; or (3) gainful employment except in cases where  
10 there are extenuating circumstances as determined solely by the Superintendent.

11 15.9.5 Personal leave may be utilized for religious holidays and observances.

12 15.9.6 Under all circumstances a member shall verify in writing that the circumstances  
13 giving rise to the request for personal leave must be handled at the time requested and  
14 cannot reasonably be fulfilled at any other time.

15 15.9.7 Issues arising out of the exercise by the Superintendent or the Board of Education  
16 and the administration of these responsibilities under Section 15.9 of this Article XV,  
17 including the facts underlying the exercise of such discretion shall not be subject to the  
18 grievance procedure as set forth in Article VII herein.

19 **15.10 Extended Personal Leave Without Pay**

20 15.10.1 Members of the bargaining unit may request extended personal leave without pay  
21 for periods in excess of five (5) days. The request shall be made in writing on the form  
22 prescribed by the Board. The leave must be processed through the member's immediate  
23 supervisor and approved by the Superintendent before it is presented to the Board for  
24 approval. The request shall specify the time of the leave and the reason for the request.  
25 Leaves not to exceed one (1) year may be granted without pay for:

1 15.10.1a Leave to serve in the Armed Forces in fulfillment of obligations  
2 incurred under Federal and State law.

3 15.10.1b Leave for academic study, educational and professional growth. (See  
4 APPENDIX K for procedures.)

5 15.10.1c Leave for serving in the Peace Corps, job corps, teacher corps, foreign  
6 military teaching programs or federally sponsored civil service related to teaching.

7 15.10.1d Leave for child rearing and/or child bearing (for natural or adopted child).

8 15.10.1e Leave to run for or serve in an elective office.

9 15.10.1f Leave to serve as an officer in the Association or its affiliates.

10 15.10.1g Leave for personal health reasons.

11 15.10.2 Request for leave without pay not listed herein may be approved if the  
12 Superintendent is satisfied that the needs of the District can be met. These  
13 leave requests must then be processed through the steps as outlined in the first  
14 paragraph of this section.

15 15.10.2a A member on extended leave without pay may request an extension of  
16 leave as listed in 15.10.1a-g for up to one additional year. Any such request must  
17 be made in writing by February 1, and must be approved by the Superintendent.  
18 An extension request must be processed through the steps as outlined in the first  
19 paragraph of this section.

20 15.10.2b A member on extended leave without pay may request an  
21 extension of leave without pay not listed herein for up to one additional year.  
22 Any such request must be made in writing by February 1, and may be  
23 approved if the Superintendent is satisfied that the needs of the District can be  
24 met. These extension requests must then be processed through the steps as  
25 outlined in the first paragraph of this section.

1 15.10.3 A member on leave without pay may participate in the employee group benefits  
2 provided the member pays the full cost on a monthly basis ten (10) days in advance of the  
3 month due.

4 15.10.4 A member on personal leave without pay for more than 25% of their scheduled  
5 work year shall not advance a step on their appropriate salary schedule for the year of the  
6 leave. In addition, any personal leave without pay constitutes an interruption in, and loss  
7 of, State Teachers Retirement System service credit, as per STRS policy.

8 15.10.5 Any full or part-time/job-sharing member on an approved extended leave without  
9 pay for not more than two years shall retain their right to return to a comparable position  
10 in the District.

11 15.10.6 A member on leave shall notify the proper administrator in writing by February 1  
12 of their intent to return to this system at the beginning of the next school year.

13 15.10.7 Deductions for each day's absence approved but without pay shall be made at the  
14 rate of one (1) divided by the number of days required duty for the current school year  
15 times the annual contractual salary.

16 15.10.8 A member of the bargaining unit on extended personal leave shall not earn nor be  
17 entitled to illness or injury leave, holiday or any other form of paid leave.

18 15.10.9 Issues arising out of the exercise by the Board and Administration of the  
19 responsibilities under this Section 15.10 of this Article XV, including the facts underlying  
20 the exercise of such discretion shall not be subject to the grievance procedure as set forth  
21 in Article VII.

22 **15.11 Sabbatical Leave**

23 15.11.1 The District shall grant sabbatical leave to members of the bargaining unit to  
24 improve the value and quality of the member's work through enrichment of the member's  
25 experience and training. When the Sabbatical Leave Committee does not recommend at  
26 least one sabbatical leave, no such leave shall be granted for the ensuing school year.



1 15.11.2 The number of leaves granted during any one year shall not exceed 2% of the full-  
2 time equivalency (F.T.E.) classroom teachers of the bargaining unit. The actual number of  
3 leaves that will be granted each year will depend upon the financial resources of the District  
4 as determined by the Board of Education.

5 15.11.3 No sabbatical leave will be granted until the Superintendent is satisfied that a  
6 suitable provision can be made for carrying on the work of the member during the member's  
7 absence.

8 15.11.4 After returning from leave, every member of the bargaining unit granted a  
9 sabbatical leave is required to render a period of service in the employ of the Governing  
10 Board of the District which is equal to twice the period of the leave. The District will give  
11 every member returning from sabbatical leave equal consideration for assignment as other  
12 continuing members. Prior assignment as well as sabbatical experience will be considered  
13 along with other District needs.

14 15.11.5 The District shall establish policy, regulations and procedures to implement this  
15 sabbatical leave section including but not limited to (a) eligibility, (b) purposes, (c)  
16 compensation, (d) evidence of fulfillment of leave, (e) return to service, (f) retirement, (g)  
17 accident and illness on leave, (h) liability of the District, (i) application, (j) criteria for  
18 selection, (k) length of leave, and (l) approval.

19 15.11.6 Nothing contained in this Article XV, Section 15.11 or in Article X hereof shall  
20 be construed to allow for any interpretation, application or alleged violation of this Article  
21 XV, Section 15.11 being subject to the Grievance Procedure, Article VII.

## 22 **15.12 Notification of Return to Work**

23 In the event a member of the bargaining unit, returning from a leave of absence, fails to notify the  
24 immediate supervisor of his/her intention to return from leave by the time specified in the  
25 foregoing sections of this Article XV and a substitute reports for service, the substitute shall be  
26 permitted to serve and the member shall be on unpaid leave of absence for the day.

1    **15.13 Unauthorized Leave**

2    Any absence of a member of the bargaining unit on a day of required duty that has not met the  
3    eligibility, notification, and approval requirements of the various leave provisions of this Article  
4    XV shall be considered an unauthorized leave. Members of the bargaining unit shall not be  
5    compensated for any period of unauthorized leave and the District shall deduct on a pro rata basis  
6    the District contribution towards the health and welfare benefits specified in Article XI of this  
7    Agreement for the period of the unauthorized leave.

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

11   **15.14 Family Care Leave**

12       15.14.1 Any unit member who has served the district more than one continuous year and  
13       has provided at least 1250 hours of service in the twelve (12) month period prior to the  
14       request for unpaid family care leave shall be eligible to take either accrued Sick Leave or  
15       Substitute Differential pay as provided by Education Code section 44977 for family care  
16       leave if required under the provisions of the federal Family Medical Leave Act (FMLA, 29  
17       U.S.C. 2601), and the California Family Rights Act (CFRA, Government Code section  
18       12945.2). All terms and conditions set forth in this article shall be applied in a manner  
19       consistent with the FMLA and CFRA.

20       15.14.2 Family Care Leave may be used for the following reasons: (a) the birth or  
21       placement for adoption or foster care of a child (leave may be taken only within 12 months  
22       of birth or placement), (b) the serious health condition of a spouse, child, or parent, (c) the  
23       employee’s own serious health condition, and (d) qualifying emergencies arising out of  
24       deployment of a family member in the regular armed forces or caregiving to a veteran with  
25       serious injuries as defined in the FMLA who is a family member.

1 15.14.3 For purposes of this regulation, “child” is defined as a biological, adopted or foster  
2 child, a stepchild, a legal ward or a child of a person standing in loco parentis as long as  
3 the child is under 18 years of age or an adult dependent child. For purposes of this  
4 regulation “parent” is defined as a biological, foster or adoptive parent, a stepparent or a  
5 legal guardian. “Serious health condition” is defined as “an illness, injury, impairment, or  
6 physical or mental condition” involving either inpatient care or continuing treatment by a  
7 health care provider.

8 15.14.4 Family Care Leave may be taken in one or more periods but shall not exceed a  
9 total of 12 weeks within a 12-month period, or 26 weeks in the case of care for a member  
10 of the regular armed services as defined in the FMLA where the unit member is a spouse,  
11 son, daughter, parent or next of kin. Leave taken for serious health conditions, either of a  
12 family member or the employee, may be taken intermittently or on a reduced schedule if  
13 medically necessary. The District reserves the right to place any lawful restrictions upon a  
14 unit member’s intermittent or reduced schedule usage of unpaid family care leave.

15 15.14.5 The employee shall continue to be entitled to participate in pension and retirement  
16 plans, and supplemental unemployment benefit plans to the same extent under the same  
17 conditions as apply to an unpaid leave taken for any other purpose. Health benefits continue  
18 through an employee’s leave. An employer may recover health coverage premiums paid  
19 for an employee who fails to return from leave, except if the reason is the continuation,  
20 recurrence, or onset of a serious health condition, or something else beyond the employee’s  
21 control. This is subject to certification.

22 15.14.6 The employee shall retain his/her employee status with the district during the leave  
23 period, and the leave shall not constitute a break in service for the purposes of longevity,  
24 seniority, or any employee benefit plan.

1 15.14.7 If an employee's need for family care leave is foreseeable, he/she shall give the  
2 district written notice and request for family care leave at least thirty (30) days prior to  
3 commencement of any family care leave. If the need for family care leave is not known  
4 thirty (30) days prior to the date the family care leave must begin, the employee shall  
5 provide a written notice and request for family care leave within one business day of  
6 learning of the need for the leave. If leave is needed for a planned medical treatment or  
7 supervision, the employee shall make a reasonable effort to schedule the treatment or  
8 supervision to avoid disruption of district operations. This scheduling shall be subject to  
9 the health care provider's approval.

10 15.14.8 An employee's request for leave due to a serious health condition of the employee  
11 or to care for a child, spouse or parent who has a serious health condition shall be supported  
12 by submitting a Certification of Health Care Provider form for the person requiring the  
13 care. This certification shall include:

14 15.14.8a The date on which the serious health condition began.

15 15.14.8b The probable duration of the condition.

16 15.14.8c An estimate of the amount of time the health care provider believes the  
17 employee needs to care for the person requiring care.

18 15.14.8d A statement that the serious health condition either warrants the  
19 participation of a family member to provide care during a period of the treatment  
20 or supervision of the person requiring care, or renders the employee unable to  
21 perform his or her job functions.

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

1    **15.15 Catastrophic Leave Bank**

2           15.15.1 The Association and the District agree to create a Catastrophic Leave Bank  
3           (Hereafter referred to as the “Bank”) effective at the adoption of this agreement for all  
4           Bargaining Unit Members covered by this agreement who: have a serious catastrophic  
5           illness, injury or disability; have a catastrophic illness/injury in their immediate family  
6           requiring their presence; and who have exhausted their own accumulated sick leave.

7           15.15.2 For the purpose of this section any “day” donated to the Bank will be valued as  
8           one day of service and will equal one day of service for the Bargaining Unit Member who  
9           withdraws a day from the Bank. Once a day is donated to the Bank, the donation is  
10          irrevocable.

11          15.15.3 The District will contribute an initial lump sum to the Bank equal to \$28,500. This  
12          sum will be converted to “days” based on the average daily rate of all Bargaining Unit  
13          Members. The District and CFA agree to use the sum of \$421.67 as the calculated average  
14          daily rate, including statutory costs; resulting in an initial deposit of 67.5 days to the Bank.

15          15.15.4 Any unused days held in the Bank at the end of the year will be carried over and  
16          accumulate year to year.

17          15.15.5 The Catastrophic Leave Bank shall be administered by a Catastrophic Leave  
18          Committee consisting of two (2) members designated by the CFA and one (1) member  
19          designated by the District. The committee is charged with the responsibility of  
20          implementing the Catastrophic Leave Bank provisions and maintaining the solvency of the  
21          Bank. Decisions of the committee are final. However, Bargaining Unit Members denied  
22          support under this provision may appeal the Catastrophic Leave Committee’s decision to  
23          the CFA Executive Board. Decisions under this provision are not subject to the grievance  
24          procedure. The CUSD Board of Education or district administration will in no way be held  
25          responsible or liable for the decisions made about catastrophic leave by the Catastrophic  
26          Leave Committee or the CFA Executive Board.

1           15.15.6 At its discretion, the Catastrophic Leave Committee may grant partial or prorated  
2 days for members receiving partial disability benefits.

3           15.15.7 Nothing in this section shall impose upon the Catastrophic Leave Committee of  
4 the District any obligation either to consider or grant a request for Catastrophic Leave  
5 benefits when the Bank does not contain sufficient days to grant the requested leave.

6           15.15.8 The District will set up and maintain the Bank’s records.

7           15.15.9 Participation in the Catastrophic Leave Bank is voluntary. All permanent  
8 Bargaining Unit Members are eligible to contribute to the Bank.

9           15.15.10 Members may donate up to one (1) day per year to the Bank for every ten (10)  
10 days of accumulated sick leave; not to exceed a total annual donation of five (5) days. A  
11 donation may be made at any time during the year. To donate a day to the Bank, a member  
12 must complete the Catastrophic Leave Contribution Form and submit it to the District  
13 Office. Said forms will be created by the District and included in the “Annual Employee  
14 Notification” packet sent to every Unit Member. Forms will also be available at the District  
15 Office.

16           15.15.11 As set forth in Article XV and also as set forth in the Education Code, and other  
17 applicable law, the District shall decide regarding a request for leave under the District’s  
18 policy. No Bargaining Unit Member shall be eligible to apply for withdrawal from the  
19 Bank unless first placed on an authorized leave by the District, according to the provisions  
20 outlined in Article XV.

21           15.15.12 All permanent Bargaining Unit Members are eligible to apply for support  
22 under the provisions of the Catastrophic Leave Bank.

1 15.15.13 Eligibility for support from the Catastrophic Leave Bank and the amount of  
2 additional sick leave to be granted shall be the decision of the Catastrophic Leave  
3 Committee and shall be governed by the following criteria: The applicant must be a  
4 current Bargaining Unit Member covered by this agreement; adequate evidence of  
5 serious illness, injury or disability of the unit member or immediate family member  
6 may be required; and all prior accrued sick leave has been exhausted by the  
7 Bargaining Unit Member.

8 15.15.14 The initial grant of sick leave by the Catastrophic Leave Committee shall not  
9 exceed twenty (20) days. Extensions may be granted by the Catastrophic Leave Committee  
10 upon demonstration of further need by the applicant. The maximum number of days that  
11 may be granted from the Bank to a single Bargaining Unit Member in one school year shall  
12 not exceed fifty (50) days. Any days granted by the Catastrophic Leave Committee which  
13 are not used by the applicant shall be returned to the Bank upon the Bargaining Unit  
14 Member's return to work after the leave.

15 **15.16 Military Leave**

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

1           15.16.1 Temporary Military Leave

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

14          15.16.2 Active Military Service

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



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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 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, Clinical Therapist, Counselors, Psychologists, Nurses, Speech and  
6 Language Pathologists, Child Development Program Professionals (Appropriate standards will  
7 be listed in the appendix).

8 **16.2 Evaluation Cycle**

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

- 10 (1) Twice each school year for probationary unit members  
11 (2) At least every other year for unit members with permanent status  
12 (3) At least every five years for unit members with permanent status who have been  
13 employed at least 10 years with the school district, are highly qualified, if those  
14 unit members occupy positions that are required to be filled by a highly qualified  
15 professional by the Federal No Child Left Behind Act of 2001, and whose  
16 previous evaluation rated the unit member as meeting standard, if the evaluator  
17 and unit member being evaluated agree. The unit member or the evaluator may  
18 withdraw consent at anytime and return to evaluation at least every other year.

19 **16.3 Timeline and Procedures for Evaluation of Probationary Unit Members (and**  
20 **Permanent Unit Members on a Program for Improvement)**

21 16.3.1 **Setting Objectives:** On or before October 1, all probationary unit members will  
22 be notified of the timeline and procedures for evaluation by their evaluator. Prior to  
23 October 15, the evaluator and probationary unit member shall meet to discuss the  
24 evaluation process outlined in Article XVI of the CBA. They will discuss the appropriate  
25 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,  
3 department or other site shared decision-making body for all members being evaluated  
4 that year. The unit member, in consultation with the evaluator, will develop one objective  
5 and the action step(s) focusing on each Standard Element selected. The written objectives  
6 will be filed with the evaluator prior to November 15.

7 **16.3.2 First Formal Observation:** The evaluator will conduct one scheduled formal  
8 observation prior to December 15. The evaluator will notify the unit member in writing  
9 of the scheduled observation at least one week in advance. The evaluator will use the  
10 prescribed Observation Form (Appendix N) during the formal observation and this form  
11 will be attached to the Mid-Year Evaluation (Appendix L). The evaluator shall discuss  
12 the formal observation with the unit member at the Mid-Year Evaluation Conference.  
13 The evaluator may, at his or her discretion, conduct informal observations of the  
14 probationary unit member for the purpose of supporting the Mid-Year or End-of-Year  
15 evaluation on the three selected standard elements. The evaluator may leave notes after  
16 the informal observation and/or discuss informal observations with the unit member, but  
17 shall not attach the informal observation notes as part of the Mid-Year Evaluation. The  
18 unit member shall have the right to attach a response to any documented record of an  
19 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 15<sup>th</sup>, the evaluator shall meet with each probationary unit  
3 member to conduct the Mid-Year Evaluation. During this Mid-Year Evaluation, the  
4 parties will discuss the first formal observation and progress being made in meeting each  
5 of the identified Standard Elements. Any objective evaluated as “Approaching Standard”  
6 or “Does Not Meet Standard” shall be discussed and strategies will be identified to assist  
7 the unit member in achieving the Standard Element. For classroom teachers, the  
8 Reflective Questions of the CSTP Standards will be utilized to identify and discuss  
9 strategies to achieve the standard.

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

1           **16.3.5 End-Of-Year Evaluation:** Prior to 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 shall be filed with Human Resources. A copy of all  
6 evaluative 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  
8 End-Of-Year Evaluation, who is re-elected the following year, will be placed on a  
9 program for 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. Prior to October  
13 15, 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  
15 standards. The unit member will select one Standard Element, the evaluator will select  
16 one Standard Element, and a third will be a Standard Element agreed upon by the grade  
17 level, department or other site shared decision-making body for all members being  
18 evaluated that year. The unit member, in consultation with the evaluator, will develop one  
19 objective and the action step(s) focusing on each Standard Element selected. The written  
20 objectives will be filed with 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  
4 in writing of the scheduled observation at least one week in advance. The evaluator will  
5 use the prescribed Observation Form (Appendix N) during the formal observation and  
6 this form will be attached to the Final Evaluation (Appendix M). The evaluator shall  
7 discuss the formal observation with the Unit Member during the Observation Conference  
8 within 10 days after the formal observation. The evaluator may, at his or her discretion,  
9 conduct informal observations of the unit member for the purpose of supporting the Final  
10 Evaluation. The evaluator may leave notes after the informal observation and/or discuss  
11 informal observations with the unit member, but shall not attach the informal observation  
12 notes as part of the Final Evaluation. The unit member shall have the right to attach a  
13 response to any documented record of an observation before it is placed in the unit  
14 member’s personnel file.

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

1 16.4.4 A permanent unit member receiving a “Does Not Meet Standard” rating on the  
2 Final Evaluation will follow the timeline and procedures for evaluation outlined in 16.2  
3 in each subsequent year until the unit member receives a “Meets Standard” rating at  
4 which time the 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  
6 documents. This must be completed within ten days following the final evaluation  
7 conference and sent directly to Human Resources with a copy of the immediate  
8 supervisor. The statement shall be 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,  
10 of the school year in which the evaluation takes place. The original copy of the evaluation  
11 shall become a part of the unit member’s personnel file prior to May 30, of that school  
12 year.

13 **16.5 Procedure for Improvement of Unsatisfactory Performance**

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

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

11          16.5.3 A satisfactory evaluation on the subsequent final evaluation will be based upon  
12          the unit member’s satisfactorily achieving the objectives of the Program for  
13          Improvement, as evaluated on the Program for Improvement Form, while continuing to  
14          fulfill all contractual 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  
18          Program 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  
22          the date when any addition to the personnel file is made and shall be accompanied by a copy of  
23          the 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 he/she has 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  
5 to any materials related to the evaluation process.

6 16.6.2 No negative evaluation of performance shall be predicated upon any written  
7 material of a derogatory or critical nature which has been received or reviewed by the  
8 evaluator unless the member has first been given notice of same and an opportunity to  
9 discuss the matter with the evaluator. The member shall have the right to have the  
10 member's written reply become a part of the evaluation documents. Additionally, after  
11 four (4) years, a unit member may request material of a derogatory nature be removed  
12 from his/her personnel file unless such material is currently involved in pending  
13 litigation. Evaluations are not subject to removal. Evidence or materials that are proven to  
14 be false shall not be included in the evaluation process and written derogatory statements  
15 regarding a member's performance which are proven to be false shall be removed from  
16 the member's personnel file. The District shall make a good faith effort to investigate and  
17 substantiate the truth or falsity of any derogatory statements. If the statement is false, then  
18 no record of the statement shall be placed in the unit member's file. Any member of the  
19 bargaining unit shall have access to examine and obtain copies of all materials in his/her  
20 personnel file that are not restricted as confidential by Education Code section 44031.  
21 Personnel files are located in the District Office and may be seen by appointment during  
22 the business hours of the Claremont Unified School District office.

23 16.6.3 Upon written authorization by a unit member, an association representative of  
24 the unit member shall be permitted to examine materials in the file, according to the  
25 procedure 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.

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

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

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

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 members  
3 of the bargaining unit within fiscal capabilities. The District shall provide continuous  
4 administrative monitoring of buildings and campuses and correct unsafe/unhealthy conditions. A  
5 member of the bargaining unit shall not be required to perform duties under facility conditions  
6 which pose an immediate and 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  
10 the condition in writing as soon as possible, to his/her site administrator, including the  
11 reason(s) for believing it unsafe/unhealthy.

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

18 19.2.3 The site administrator shall communicate in writing his/her decision back to the  
19 employee.

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

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

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

10 **19.4 District Safety Committee**

11 The Association shall annually appoint one member of the bargaining unit to serve as a member  
12 of the District Safety Committee. The committee shall review and recommend emergency  
13 procedures and 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 certain schools, at the sole  
16 discretion of the Superintendent when dangerous conditions exist.

17 Should it become necessary to end the school day early, delay the opening of school and/or  
18 cancel a school day due to inclement weather, power failures or other circumstances, notice shall  
19 be delivered as soon as reasonably possible to those in the bargaining unit.

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

1 **19.6 Student Discipline**

2 19.6.1 Teacher Initiated Student Suspension

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

6 19.6.1.1 These unit members shall immediately report the incident to the site  
7 administrator (or his/her designee) and the student shall be removed from the unit  
8 member's class.

9 19.6.1.2 Before the end of their professional day, these unit members shall  
10 notify the parent of the reason and duration of the suspension. If the parent should  
11 request additional meeting(s) regarding the suspension, the site administrator will  
12 schedule and facilitate that meeting.

13 19.6.1.3 The pupil shall not be returned to the unit member's class during the  
14 period of suspension without the unit member's concurrence.

15 19.6.1.4 The pupil shall not be placed in another class during the period of  
16 suspension. If the pupil is assigned to more than one class per day, this section  
17 shall apply only to classes scheduled during the same time as the class from which  
18 the pupil was suspended.

19 19.6.2 The District shall inform a bargaining unit member in regular contact with any  
20 student charged or convicted of a violent crime, been expelled or received a suspension  
21 or is pending recommendation for expulsion in the District within 48 hours of verifying  
22 the information. Upon request, an administrator shall provide any bargaining unit  
23 member with this information regarding any student about whom they have concerns.

1 **19.7 Parent(s)/Guardian(s) Involvement and Information**

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

12 19.7.1 Parent Curriculum Review

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

19 19.7.2 Parent Classroom Observation

20 19.7.2.1 Parent(s)/guardian(s) coming on to a worksite are required to check in  
21 at the main office prior to visiting any other location at the site. The main office  
22 staff shall contact the unit member to be visited before the parent(s)/guardian(s)  
23 are allowed to leave the office to go to the unit member’s work location at the  
24 site. To lessen classroom disruptions, unit members may notify the office of  
25 parent(s)/guardian(s) who are allowed, after sign-in to proceed directly to the  
26 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 prior to the day of  
3 the requested observation. The unit member shall schedule with the  
4 parent(s)/guardian(s) the date and time of the observation.

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

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

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

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

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

19 19.7.3 Parent Meetings

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

22 **19.8 Protection From Attack**

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

1 19.8.2 Should anyone physically or verbally assault or attack any unit member at a  
2 place which is on school premises or public areas adjacent to school premises or at some  
3 other place the unit member is required to be in connection with assigned school  
4 activities, the unit member shall report the physical or verbal assault or attack to his/her  
5 immediate supervisor within twenty-four (24) hours in writing. The administrator or  
6 his/her designee will acknowledge the receipt of the report within 24 hours. The  
7 administrator or his/her designee will meet with the unit member within two working  
8 days after the receipt of the report to update the member on the progress of the  
9 investigation. The member will also be notified at the conclusion of the investigation.

## 10 **19.9 Roving Teachers**

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

16 19.9.1 Every reasonable effort will be made to ensure that roving assignments are  
17 equitable through a system determined by the site shared decision-making committee.

18 Roving teachers shall receive a stipend as follows:

- 19 • 1 move @ \$250 per semester
- 20 • 2 moves @ \$350 per semester
- 21 • 3 moves @ \$450 per semester
- 22 • 4 moves @ \$650 per semester
- 23 • 5 moves @ \$750 per semester

24 19.9.2 For secondary general education teachers, an involuntary transfer that results in a  
25 member working at two District sites during the work day, the member will be paid a  
26 stipend of \$500 per semester.

1           19.9.3 If required, roving teachers will be provided 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  
7           should attempt to cover the class. If the administrator or designee is unavailable to cover  
8           the class, they may select from a list of teacher volunteers willing to teach additional  
9           students for the day. These students will be assigned to teachers on a rotating basis. If  
10          volunteers are not available, the administrator may assign students to staff on a rotating  
11          basis. The Administrator will select no more than six students from Grades TK-3 to place  
12          in each classroom and no more than eight students from Grades 4-6 in each classroom.  
13          Teachers who take students for the day or any portion thereof will be paid via timesheet at  
14          the Individual 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  
2 rate for 1 hour per period covered. Counselors, librarians, SLPs, psychologists, and TOSAs  
3 may also volunteer to substitute in the event no one from the Period Call List or the  
4 administrator is available. They will be paid via timesheet at the Individual Instruction  
5 Teacher rate for 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, ~~or~~ 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, ~~or~~ 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 31<sup>st</sup> 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.

1 **ARTICLE XXVI: TERM OF AGREEMENT**

2 The District and Association agree to a three-year term (2022-23, 2023-24 and 2024-25) that has been in  
3 effect since July 1, 2021. Both parties agree to one re-opener in addition to three automatic re-openers of  
4 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  
Grievant

Date 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  
2023-2024 SALARY SCHEDULE FOR TEACHERS  
(EFFECTIVE JULY 1, 2023)**

Appendix D

<b>STEPS</b>	<b>BA</b>	<b>BA+45 Semester Units or Masters</b>	<b>BA+60 Semester Units</b>	<b>BA+75 Semester Units +MASTERS</b>
1	\$61,214	\$64,554	\$68,074	\$71,788
2	\$61,524	\$65,367	\$68,735	\$71,788
3	\$63,489	\$67,362	\$71,629	\$74,372
4	\$66,130	\$70,232	\$74,737	\$77,049
5	\$68,806	\$73,098	\$77,376	\$80,081
6		\$76,217	\$81,103	\$83,399
7		\$79,280	\$84,246	\$86,499
8		\$82,295	\$87,402	\$89,847
9		\$85,575	\$90,552	\$93,195
10		\$88,599	\$93,881	\$96,557
11		\$89,716	\$97,356	\$100,159
12			\$99,430	\$103,761
13			\$100,814	\$105,930
14				\$109,745

<b>Longevity Increments:</b>				
<b>Service to the teaching profession for the year increments listed below.</b>				
Career 15		\$94,347	\$104,008	\$113,036
Career 20		\$95,938	\$107,591	\$116,655
Career 25		\$99,039	\$112,889	\$120,386
Career 30		\$100,953	\$118,328	\$124,240

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

**CLAREMONT UNIFIED SCHOOL DISTRICT  
SALARY SCHEDULE FOR SPEECH LANGUAGE PATHOLOGISTS  
(EFFECTIVE JULY 1, 2023)**

Appendix D

<b>STEPS</b>	<b>BA+MASTERS</b>	<b>BA+MASTERS+ 75 SEMESTER UNITS</b>
1	\$87,254	\$92,010
2	\$90,395	\$95,322
3	\$93,650	\$98,754
4	\$97,021	\$102,308
5	\$100,514	\$105,991
6	\$104,133	\$109,807
7	\$107,882	\$113,761
8	\$111,766	\$117,856
9	\$115,789	\$122,100
10	\$119,957	\$126,495

<b>Longevity Increments:</b>				
<b>Service to the teaching profession for the year increments listed below.</b>				
Career 15	\$125,955	\$132,820		
Career 20	\$129,986	\$137,070		
Career 25	\$134,177	\$141,490	\$132,065	\$139,262
Career 30	\$138,506	\$146,055	\$136,325	\$143,755

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

**CLAREMONT UNIFIED SCHOOL DISTRICT  
EMPLOYEES HIRED EFFECTIVE TO 1995/96 SCHOOL YEAR  
2023-2024 SALARY SCHEDULE FOR 196 DAYS  
(EFFECTIVE JULY 1, 2023)**

Appendix D

<b>STEPS</b>	<b>BA</b>	<b>BA+45 Semester Units or Masters</b>	<b>BA+60 Semester Units</b>	<b>BA+75 Semester Units +MASTERS</b>
1	\$65,922	\$69,522	\$73,311	\$77,311
2	\$66,256	\$70,394	\$74,022	\$77,311
3	\$68,373	\$72,544	\$77,139	\$80,093
4	\$71,217	\$75,635	\$80,486	\$82,975
5	\$74,099	\$78,720	\$83,328	\$86,240
6	\$77,072	\$82,079	\$87,342	\$89,815
7	\$80,086	\$85,379	\$90,727	\$93,154
8	\$83,147	\$88,625	\$94,125	\$96,758
9	\$84,448	\$92,157	\$97,517	\$100,364
10	\$87,486	\$95,415	\$101,103	\$103,984
11		\$96,616	\$104,844	\$107,864
12			\$107,079	\$111,742
13			\$108,569	\$114,077
14				\$118,187

<b>Longevity Increments:</b>				
<b>Service to the teaching profession for the year increments listed below.</b>				
Career 15	\$90,111	\$101,604	\$112,008	\$121,733
Career 20	\$92,995	\$103,318	\$115,867	\$125,627
Career 25	\$95,970	\$106,657	\$121,573	\$129,648
Career 30	\$99,041	\$108,719	\$127,429	\$133,796

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

**CLAREMONT UNIFIED SCHOOL DISTRICT  
EMPLOYEES HIRED PRIOR TO 1995/96 SCHOOL YEAR  
2022-2023 SALARY SCHEDULE FOR TEACHERS  
(EFFECTIVE JULY 1, 2023)**

Appendix D

<b>STEPS</b>	<b>BA</b>	<b>BA+45 Semester Units or Masters</b>	<b>BA+60 Semester Units</b>	<b>BA+75 Semester Units +MASTERS</b>
1	\$61,214	\$64,554	\$68,074	\$71,788
2	\$61,524	\$65,367	\$68,735	\$71,788
3	\$63,489	\$67,362	\$71,629	\$74,372
4	\$66,130	\$70,232	\$74,736	\$77,049
5	\$68,806	\$73,098	\$77,376	\$80,081
6	\$71,567	\$76,217	\$81,103	\$83,399
7	\$74,366	\$79,280	\$84,246	\$86,499
8	\$77,208	\$82,295	\$87,402	\$89,847
9	\$78,414	\$85,575	\$90,552	\$93,195
10	\$81,236	\$88,599	\$93,881	\$96,557
11		\$89,716	\$97,356	\$100,159
12			\$99,430	\$103,761
13			\$100,814	\$105,930
14				\$109,745

<b>Longevity Increments:</b>				
<b>Service to the teaching profession for the year increments listed below.</b>				
Career 15	\$83,675	\$94,347	\$104,008	\$113,036
Career 20	\$86,352	\$95,938	\$107,591	\$116,655
Career 25	\$89,116	\$99,039	\$112,889	\$120,386
Career 30	\$91,969	\$100,953	\$118,328	\$124,240

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

**Claremont Unified School District  
2022-2023 Salary Schedule for  
Guidance Counselors  
(Effective July 1, 2023)**

Days	Position	1	2	3	4	5
187.5	Academic Counselors - High School	\$100,432	\$105,722	\$111,286	\$117,140	\$123,305
187.5	Counselors - Intermediate School	\$100,432	\$105,722	\$111,286	\$117,140	\$123,305
Monthly Rate		\$9,130	\$9,611	\$10,117	\$10,649	\$11,210
Daily Rate		\$535.64	\$563.85	\$593.52	\$624.74	\$657.63

<b>Longevity Increments:</b>						
<b>Service to the teaching profession for the year increments listed below.</b>						
Career 15	\$103,445	\$108,892	\$114,624	\$120,654	\$127,005	
Career 20	\$106,757	\$112,377	\$118,292	\$124,517	\$131,069	
Career 25	\$110,172	\$115,974	\$122,077	\$128,499	\$135,263	
Career 30	\$113,701	\$119,684	\$125,982	\$132,613	\$139,594	

**Claremont Unified School District**  
**2022-2023 Salary Schedule for**  
**School Nurse**  
**(Effective July 1, 2023)**

Days: 189

Months: 11

Steps	Salary
1	\$85,059
2	\$88,455
3	\$91,995
4	\$95,673
5	\$99,507
6	\$100,432
7	\$105,722
8	\$111,285
9	\$117,140
10	\$123,305

**Longevity Increments:**

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

Career 15	\$127,005
Career 20	\$131,069
Career 25	\$135,264
Career 30	\$139,594

**Claremont Unified School District  
2023-2024 Salary Schedule for  
Psychologist  
(Effective July 1, 2023)**

Days	Position	1	2	3	4	5
184	Psychologist	\$100,867	\$106,153	\$111,740	\$117,622	\$123,814
Monthly Rate		\$9,169.74	\$9,650.25	\$10,158.17	\$10,692.90	\$11,255.79
Daily Rate		\$548.19	\$576.91	\$607.28	\$639.25	\$672.90

<b>Longevity Increments:</b>					
<b>Service to the teaching profession for the year increments listed below.</b>					
Career 15	\$103,895	\$109,342	\$115,094	\$121,150	\$127,529
Career 20	\$107,219	\$112,839	\$118,774	\$125,030	\$131,610
Career 25	\$110,647	\$116,449	\$122,577	\$129,032	\$135,821
Career 30	\$114,188	\$120,175	\$126,499	\$133,159	\$140,170

**Claremont Unified School District  
2023-2024 Salary Schedule for  
Psychologist  
(Effective July 1, 2023)**

Days	Position	1	2	3	4	5
210	Psychologist	\$115,122	\$121,152	\$127,529	\$134,243	\$141,309
Monthly Rate		\$9,593.51	\$10,096.00	\$10,627.40	\$11,186.89	\$11,775.77
Daily Rate		\$548.19	\$576.91	\$607.28	\$639.25	\$672.90

<b>Longevity Increments:</b>						
<b>Service to the teaching profession for the year increments listed below.</b>						
Career 15	\$118,576	\$124,786	\$131,356	\$138,271	\$145,548	
Career 20	\$122,370	\$128,780	\$135,558	\$142,695	\$150,206	
Career 25	\$126,286	\$132,901	\$139,896	\$147,260	\$155,013	
Career 30	\$130,327	\$137,153	\$144,373	\$151,974	\$159,973	



CLAREMONT UNIFIED SCHOOL DISTRICT  
CHILD DEVELOPMENT PROGRAM SALARY SCHEDULE  
Effective July 1, 2023

**182 CALENDAR DAYS**

**Child Development Program Teacher**

<u>Steps</u>	<u>Column I</u>	<u>Column II</u>	<u>Column III</u>	<u>Column IV</u>
	<u>Children's Center Permit Only</u>	<u>Children's Center Permit + 60 Units</u>	<u>Children's Center Permit + 75 Units</u>	<u>Children's Center Permit + BA Degree</u>
1	\$32,225	\$33,836	\$35,546	\$37,296
2	\$33,836	\$35,546	\$37,296	\$39,144
3	\$35,546	\$37,296	\$39,144	\$41,112
4	\$37,296	\$39,144	\$41,112	\$43,156
5	\$39,144	\$41,112	\$43,156	\$45,286

**CDP Teacher Longevity Increments:**

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

Career 15	\$40,318	\$42,347	\$44,454	\$46,644
Career 20	\$41,608	\$43,700	\$45,876	\$48,138
Career 25	\$42,938	\$45,101	\$47,345	\$49,678
Career 30	\$44,313	\$46,542	\$48,858	\$51,266

**Child Development Program Lead Teachers:**

<u>Steps</u>	<u>Column I</u>	<u>Column II</u>	<u>Column III</u>	<u>Column IV</u>
	<u>Children's Center Permit Only</u>	<u>Children's Center Permit + 60 Units</u>	<u>Children's Center Permit + 75 Units</u>	<u>Children's Center Permit + BA Degree</u>
1	\$34,151	\$35,863	\$37,632	\$39,541
2	\$35,863	\$37,632	\$39,541	\$41,472
3	\$37,632	\$39,541	\$41,472	\$43,535
4	\$39,541	\$41,472	\$43,535	\$45,724
5	\$41,472	\$43,535	\$45,724	\$47,952

**CDP Teacher Longevity Increments:**

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

Career 15	\$42,715	\$44,844	\$47,094	\$49,390
Career 20	\$44,084	\$46,279	\$48,603	\$50,971
Career 25	\$45,492	\$47,758	\$50,156	\$52,603
Career 30	\$46,948	\$49,287	\$51,764	\$54,284

**182 CALENDAR DAYS**

**Child Development Program Site Coordinator:**

<u>Steps</u>	<u>Column I</u>	<u>Column II</u>	<u>Column III</u>	<u>Column IV</u>
	<u>Children's Center Permit Only</u>	<u>Children's Center Permit + 60 Units</u>	<u>Children's Center Permit + 75 Units</u>	<u>Children's Center Permit + BA Degree</u>
1	\$35,844	\$37,652	\$39,523	\$41,508
2	\$37,652	\$39,523	\$41,508	\$43,535

CLAREMONT UNIFIED SCHOOL DISTRICT  
CHILD DEVELOPMENT PROGRAM SALARY SCHEDULE

			Effective July 1, 2023	
3	\$39,523	\$41,508	\$43,535	\$45,724
4	\$41,508	\$43,535	\$45,724	\$47,988
5	\$43,535	\$45,724	\$47,988	\$50,356

**CDP Site Coordinator Longevity Increments:**

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

Career 15	\$44,844	\$47,094	\$49,428	\$51,866
Career 20	\$46,279	\$48,603	\$51,012	\$53,528
Career 25	\$47,758	\$50,156	\$52,646	\$55,241
Career 30	\$49,287	\$51,764	\$54,327	\$57,006

Hourly Rates

**Child Development Program Teachers:**

	Column I Children's Center <u>Permit Only</u>	Column II Children's Center <u>Permit + 60 Units</u>	Column III Children's Center <u>Permit + 75 Units</u>	Column IV Children's Center <u>Permit + BA Degree</u>
<u>Steps</u>				
1	\$22.13	\$23.24	\$24.41	\$25.62
2	\$23.24	\$24.41	\$25.62	\$26.89
3	\$24.41	\$25.62	\$26.89	\$28.24
4	\$25.62	\$26.89	\$28.24	\$29.64
5	\$26.89	\$28.24	\$29.64	\$31.11

**CDP Teacher Longevity Increments:**

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

Career 15	\$27.69	\$29.09	\$30.53	\$32.04
Career 20	\$28.57	\$30.01	\$31.51	\$33.06
Career 25	\$29.49	\$30.98	\$32.52	\$34.12
Career 30	\$30.44	\$31.96	\$33.57	\$35.21

**Child Development Program Lead Teachers:**

	Column I Children's Center <u>Permit Only</u>	Column II Children's Center <u>Permit + 60 Units</u>	Column III Children's Center <u>Permit + 75 Units</u>	Column IV Children's Center <u>Permit + BA Degree</u>
<u>Steps</u>				
1	\$23.46	\$24.63	\$25.85	\$27.16
2	\$24.63	\$25.85	\$27.16	\$28.49
3	\$25.85	\$27.16	\$28.49	\$29.91
4	\$27.16	\$28.49	\$29.91	\$31.40
5	\$28.49	\$29.91	\$31.40	\$32.94

**CDP Lead Teacher Longevity Increments:**

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

Career 15	\$29.34	\$30.80	\$32.35	\$33.93
Career 20	\$30.28	\$31.78	\$33.39	\$35.01
Career 25	\$31.24	\$32.80	\$34.45	\$36.13
Career 30	\$32.24	\$33.85	\$35.56	\$37.28

CLAREMONT UNIFIED SCHOOL DISTRICT  
CHILD DEVELOPMENT PROGRAM SALARY SCHEDULE

Effective July 1, 2023

**Child Development Program Site Coordinator:**

<b>Steps</b>	<b>Column I Children's Center <u>Permit Only</u></b>	<b>Column II Children's Center <u>Permit + 60 Units</u></b>	<b>Column III Children's Center <u>Permit + 75 Units</u></b>	<b>Column IV Children's Center <u>Permit + BA Degree</u></b>
1	\$24.62	\$25.86	\$27.15	\$28.51
2	\$25.86	\$27.15	\$28.51	\$29.91
3	\$27.15	\$28.51	\$29.91	\$31.40
4	\$28.51	\$29.91	\$31.40	\$32.96
5	\$29.91	\$31.40	\$32.96	\$34.58

<b>CDP Site Coordinator Longevity Increments:</b>				
<b>Service to the teaching profession for the year increments listed below.</b>				
Career 15	\$30.80	\$32.35	\$33.96	\$35.62
Career 20	\$31.78	\$33.39	\$35.03	\$36.77
Career 25	\$32.80	\$34.45	\$36.15	\$37.94
Career 30	\$33.85	\$35.56	\$37.32	\$39.15

Effective July 1, 2023

Reference: Policy 4260, 4280, 4290

**CLAREMONT UNIFIED SCHOOL DISTRICT  
 EMPLOYEES HIRED EFFECTIVE TO 1995/96 SCHOOL YEAR  
 2023-2024 SALARY SCHEDULE FOR EDUCATION SPECIALISTS  
 (EFFECTIVE JULY 1, 2023)**

Appendix D

<b>STEPS</b>	<b>BA</b>	<b>BA+45 Semester Units or Masters</b>	<b>BA+60 Semester Units</b>	<b>BA+75 Semester Units +MASTERS</b>
1	\$61,885	\$65,264	\$68,825	\$72,577
2	\$62,200	\$66,086	\$69,491	\$72,577
3	\$64,188	\$68,103	\$72,417	\$75,189
4	\$66,856	\$71,004	\$75,558	\$77,896
5	\$69,562	\$73,900	\$78,227	\$80,961
6		\$77,054	\$81,993	\$84,316
7		\$80,152	\$85,172	\$87,450
8		\$83,199	\$88,363	\$90,834
9		\$86,515	\$91,547	\$94,219
10		\$89,573	\$94,913	\$97,618
11		\$90,702	\$98,426	\$101,260
12			\$100,523	\$104,900
13			\$101,921	\$107,094
14				\$110,952

<b>Longevity Increments:</b>				
<b>Service to the teaching profession for the year increments listed below.</b>				
Career 15		\$95,384	\$105,151	\$114,280
Career 20		\$96,993	\$108,773	\$117,935
Career 25		\$100,128	\$114,128	\$121,711
Career 30		\$102,062	\$119,627	\$125,606

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

**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
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**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

Counseling \$2,413

Asst. Director \$2,235

Plus \$125 FTE assigned to Dept.  
in excess of 3.0

Orchestra Director \$2,235

Jazz Band Director \$2,235

**Leadership Team (5):**

Shared Decision Making \$2,319

**Choral:**

Director \$4,077

Asst. Director \$2,235

**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

**Newspaper:**

Advisor \$4,077

EE Coordinator (per semester) \$1,723

EE Advisor (per student) \$150

**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

**Yearbook:**

Advisor \$4,077

4 moves \$690

5 moves \$796

**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.

<b><u>English Language:</u></b>		<b><u>Team Leader:</u></b>	
Facilitators (8)	\$862	Elementary	\$2,413 (plus \$125 per
Base (up to 20 students)			FTE assigned to team
Each 10 students above base	400		in excess of 3.0)
<b><u>Guidance Team IEP:</u></b>		Sites shall have the following allocation:	
Coordinator	\$1,691	600 and over students = 5 Team Leaders	
<b><u>Site Support:</u></b>		400 - 599 students = 4 Team Leaders	
Coordinator (2)	\$1,242	150-399 students = 2 Team Leaders	
<b><u>Student Study Team:</u></b>		Under 149 = 1 Team Leader	
Coordinator	\$1,491	<b><u>District SPED SDM:</u></b>	
<b><u>Dual Language Immersion:</u></b>		Member	\$862
Teacher	1,691	<b><u>Grade Level Curricular Field Trips:</u></b>	
		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.

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

**CLAREMONT UNIFIED SCHOOL DISTRICT  
 EMPLOYEES HIRED PRIOR TO 1995/96 SCHOOL YEAR  
 2023-2024 SALARY SCHEDULE FOR EDUCATION SPECIALISTS  
 (EFFECTIVE JULY 1, 2023)**

Appendix D

<b>STEPS</b>	<b>BA</b>	<b>BA+45 Semester Units or Masters</b>	<b>BA+60 Semester Units</b>	<b>BA+75 Semester Units +MASTERS</b>
1	\$61,885	\$65,264	\$68,825	\$72,577
2	\$62,200	\$66,086	\$69,491	\$72,577
3	\$64,188	\$68,103	\$72,417	\$75,189
4	\$66,856	\$71,004	\$75,558	\$77,896
5	\$69,562	\$73,900	\$78,227	\$80,961
6	\$72,353	\$77,054	\$81,994	\$84,316
7	\$75,183	\$80,152	\$85,172	\$87,450
8	\$78,057	\$83,199	\$88,363	\$90,834
9	\$79,278	\$86,515	\$91,547	\$94,219
10	\$82,130	\$89,573	\$94,913	\$97,618
11		\$90,702	\$98,426	\$101,260
12			\$100,523	\$104,900
13			\$101,921	\$107,094
14				\$110,952

<b>Longevity Increments:</b>				
<b>Service to the teaching profession for the year increments listed below.</b>				
Career 15	\$84,594	\$95,384	\$105,151	\$114,280
Career 20	\$87,301	\$96,993	\$108,773	\$117,936
Career 25	\$90,095	\$100,128	\$114,128	\$121,711
Career 30	\$92,978	\$102,062	\$119,627	\$125,606

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

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 \_\_\_\_\_

1<sup>st</sup> Observation Date: \_\_\_\_\_ Mid-Year Conference Date: \_\_\_\_\_

Professional Standards Used (Choose One): <b>CSTP(Teacher), ASCA (counselor), NASP (psychologist), ASHA (SLPs)</b>	<p style="text-align: center;"><b>Mid-Year Evaluation</b></p>
<p><b>1. Evaluator Selected Standard Element:</b></p> <p><b>Objective:</b></p> <p><b>Action Steps:</b></p>	<input type="checkbox"/> Meets Standard <input type="checkbox"/> Approaching Standard <input type="checkbox"/> Does Not Meet Standard <hr style="border-top: 1px dashed black;"/> <p>Comments:</p>

<p><b>2. Unit Member Selected Standard Element:</b></p> <p><b>Objective:</b></p> <p><b>Action Steps:</b></p>	<p><input type="checkbox"/> Meets Standard <input type="checkbox"/> Approaching Standard <input type="checkbox"/> Does Not Meet Standard</p> <hr/> <p>Comments:</p>
<p><b>3. Department/Grade Level/Site Shared Decision Making Selected Standard Element:</b></p> <p><b>Objective:</b></p> <p><b>Action Steps:</b></p>	<p><input type="checkbox"/> Meets Standard <input type="checkbox"/> Approaching Standard <input type="checkbox"/> Does Not Meet Standard</p> <hr/> <p>Comments:</p>

Additional Comments:

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

Unit Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Claremont Unified School District  
Probationary Unit Member Evaluation

Probationary 1     Probationary 2

Unit Member \_\_\_\_\_ School \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

Hire Date \_\_\_\_\_ Objective Setting Meeting Date \_\_\_\_\_

2<sup>nd</sup> Observation Date: \_\_\_\_\_ End-of-Year Conference Date: \_\_\_\_\_

Professional Standards Used (Choose One): <b>CSTP(Teacher), ASCA (counselor), NASP (psychologist), ASHA (SLPs)</b>	<p style="text-align: center;"><b>End-Of-Year Evaluation</b></p>
<p><b>1. Evaluator Selected Standard Element:</b></p> <p><b>Objective:</b></p> <p><b>Action Steps:</b></p>	<input type="checkbox"/> Meets Standard <input type="checkbox"/> Approaching Standard <input type="checkbox"/> Does Not Meet Standard <hr style="border-top: 1px dashed black;"/> <p>Comments:</p>



<p><b>2. Unit Member Selected Standard Element:</b></p> <p>Objective:</p> <p>Action Steps:</p>	<p><input type="checkbox"/> Meets Standard <input type="checkbox"/> Approaching Standard <input type="checkbox"/> Does Not Meet Standard</p> <hr/> <p>Comments:</p>
<p><b>3. Department/Grade Level/Site Shared Decision Making Selected Standard Element:</b></p> <p>Objective:</p> <p>Action Steps:</p>	<p><input type="checkbox"/> Meets Standard <input type="checkbox"/> Approaching Standard <input type="checkbox"/> Does Not Meet Standard</p> <hr/> <p>Comments:</p>

Additional Comments:

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

Unit Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Claremont Unified School District  
Permanent Unit Member Evaluation

Unit Member \_\_\_\_\_ School \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

Hire Date \_\_\_\_\_ Objective Setting Meeting Date \_\_\_\_\_ Observation Date \_\_\_\_\_

Date of Prior Evaluation \_\_\_\_\_

Professional Standards Used (Choose One): <b>CSTP(Teacher), ASCA (counselor), NASP (psychologist), ASHA (SLPs)</b>	<p style="text-align: center;"><b>End-of-Year Evaluation</b></p>
<p><b>1. Evaluator Selected Standard Element:</b></p>  <p><b>Objective:</b></p>  <p><b>Action Steps:</b></p>	<p style="text-align: right;"><input type="checkbox"/> Meets Standard    <input type="checkbox"/> Does Not Meet Standard</p> <p>-----</p> <p>Comments:</p>

Revised \_\_\_\_\_

<p><b>2. Unit Member Selected Standard Element:</b></p> <p><b>Objective:</b></p> <p><b>Action Steps:</b></p>	<p><input type="checkbox"/> Meets Standard   <input type="checkbox"/> Does Not Meet Standard</p> <hr/> <p>Comments:</p>
<p><b>3. Department/Grade Level/Site Shared Decision Making Body Selected Standard Element:</b></p> <p><b>Objective:</b></p> <p><b>Action Steps:</b></p>	<p><input type="checkbox"/> Meets Standard   <input type="checkbox"/> Does Not Meet Standard</p> <hr/> <p>Comments:</p>

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:

<p><b>1. Evaluator Selected Standard Element:</b></p>	
<p><b>Observation</b></p>	<p><b>Comments</b></p>

**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 \_\_\_\_\_ 1<sup>st</sup> Observation Date \_\_\_\_\_

Mid-Year Conference Date \_\_\_\_\_ Date of Prior Evaluation \_\_\_\_\_

Professional Standards Used (Choose One): <b>CSTP(Teacher), ASCA (counselor), NASP (psychologist), ASHA (SLPs)</b>	<p style="text-align: center;"><b>Mid-Year Evaluation</b></p>
<p><b>1. Improvement Plan Standard Element:</b></p> <p><b>Objective:</b></p> <p><b>Support Plan:</b></p>	<p><input type="checkbox"/> Meets Standard  <input type="checkbox"/> Approaching Standard  <input type="checkbox"/> Does Not Meet Standard</p> <p>-----</p> <p>Comments:</p>

Additional Comments:

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

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 \_\_\_\_\_ 2<sup>nd</sup> Observation Date \_\_\_\_\_

End-of-Year Conference Date \_\_\_\_\_ Date of Prior Evaluation \_\_\_\_\_

Professional Standards Used (Choose One): <b>CSTP(Teacher), ASCA (counselor), NASP (psychologist), ASHA (SLPs)</b>	<b>End-Of-Year Evaluation</b>
<p><b>1. Improvement Plan Standard Element:</b></p> <p><b>Objective:</b></p> <p><b>Support Plan:</b></p>	<p><input type="checkbox"/> Meets Standard  <input type="checkbox"/> Does Not Meet Standard</p> <p>-----</p> <p>Comments:</p>

Additional Comments:

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

Unit Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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