

AGREEMENT

BETWEEN THE

EL MONTE UNION HIGH SCHOOL DISTRICT

AND THE

EL MONTE UNION EDUCATORS ASSOCIATION (EMUEA)

INCORPORATED CTA/NEA

ADULT EDUCATION UNIT

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AGREEMENT

THIS AGREEMENT is entered into this 8th day of December, 1981, between the El Monte Union Educators' Association, Incorporated, CTA/NEA (Association) Adult Education Unit. The District and the Association hereby agree as follows:

ARTICLE 1

RECOGNITION

The District hereby confirms its recognition of the Association as the exclusive bargaining representative in the unit certified by the Public Employment Relations Board as appropriate in Case No. LA-R-673B and Case No. LA-UM-933E that includes Full-time, Part-time, Temporary Adult Education Teachers, and Adult Education Counselors. Excluding Management, Supervisory and Confidential employees including but not limited to Assistant Superintendent of Education Services, Principals, and Assistant Principals.

For purposes of this agreement:

Full-time adult school teacher – one who is assigned to work at least 30 hours per week.

Permanent Part-time teacher- one who is assigned to work at least 18 hours but less than 30 hours per week.

Temporary – any teacher working less than 18 hours per week on a limited term assignment.

Probationary – any teacher in their first two years of employment in which the unit member is teaching at least 18 or more hours per week for at least 75% of the regular school year.

Tenured Permanent – a teacher who has begun teaching their third successive year, teaching 18 or more hours per week for at least 75% of the regular school year in the El Monte-Rosemead Adult School. A teacher is tenured at the number of hours equal to the average number of hours worked in the two years prior to the one in which tenure was obtained. This level of tenure remains unchanged for the duration of the unit member's uninterrupted employment with the adult education program.

Should a tenured unit member resign or request that his or her hours be reduced permanently below 18 hours a week, he/she forfeits tenure. If hired back and

1 he/she seeks to increase hours above 18 hours per week, he/she shall be treated
2 as any other temporary employee seeking such an increase.

3 This provision is intended to be consistent with the California Education Code. In
4 the event of conflict, the California Ed. Code shall prevail.

5
6 By October 1 of each year the district shall provide each unit member their seniority
7 dates and their tenured hours.
8

1 **ARTICLE 2**

2 **ASSOCIATION MEMBERSHIP**

3
4 1. Any member of the bargaining unit who is a member of the Association, or
5 who has applied for Association membership, may sign and deliver to the Association a
6 membership enrollment form authorizing deduction of unified membership dues. The
7 District shall maintain a neutral position regarding union membership.

8 2. Any unit member who does not utilize the provisions of paragraph 1 above
9 may arrange to pay membership dues directly to the Association in lieu of having such
10 dues deducted from his/her salary warrant. In the event such unit member is delinquent
11 in payment of dues, the Association shall so notify the District in writing and request that
12 the District initiate involuntary deductions pursuant to paragraph 3 below.

13 3. For unit members who are delinquent in the payment of membership dues
14 as described in paragraph 2 above, the District shall reduce the salary warrant for the
15 payment of membership dues to the Association.

16 4. The Association will notify the District of the member's authorization for
17 deduction of membership dues. The Association hereby certifies that it will maintain
18 individual unit member's authorizations for payroll deductions for membership dues, and
19 therefore will not submit to the District copies of said authorizations in order for the payroll
20 deductions to be effective, unless a dispute arises about the existence or terms of the
21 written authorizations. Membership dues withheld by the District shall be transmitted to
22 the Association at the address specified in writing by the Association for receipt of such
23 funds. With respect to all funds deducted the District pursuant to authorization of the unit
24 member, the District agrees to remit such monies to EMUEA or CTA accompanied by an
25 alphabetical list of bargaining unit members for whom such deductions have been made
26 and indicating any changes in personnel from the list previously furnished.

27 The District shall not be obligated to put into effect any new, changed, or discontinued
28 deductions until the pay period commencing fifteen (15) work days or more after such
29 submission.

1 a. The Association agrees to defend and indemnify the District for any unit
2 members' allegations, claims, actions, suits, settlements, or judgements,
3 which arise out of payroll deductions made by District in reliance on
4 information and notification, provided to the District by the Association. In
5 defending and indemnifying the District, the Association shall have the right
6 to select legal counsel at its sole option and expense, to control litigation
7 strategies and decisions, and to determine whether any action or
8 proceeding referred to above shall or shall not be compromised, resisted,
9 defended, tried or appealed.

10 5. The District shall also deduct from the salary of any teacher and make
11 appropriate remittance for annuities, credit union, savings bonds, charitable donations,
12 income protection plans or any other plans or programs jointly approved by the
13 Association and the District upon appropriate written authorization from the unit member.

14 6. Deductions for members of the bargaining unit who commence duties after
15 the beginning of the school year and, therefore are not subject to deductions until after
16 the beginning of the school year, shall be prorated in such a manner that the unit member
17 will pay membership dues only in proportion to the number of school months during the
18 school year in which he/she is a member of the Association, or otherwise subject to the
19 terms of this Organizational Security clause. Any fraction of a month shall be counted as
20 a full month.

21 7. If the district chooses to disseminate mass communications to unit
22 members or applicants regarding association membership, it must meet and confer with
23 the Association concerning the content of the mass communication. If the District and the
24 Association do not come to an agreement and the District still chooses to disseminate the
25 mass communication, it must be distributed along with a communication of reasonable
26 length provided by the Association.

ARTICLE 3
ASSOCIATION RIGHTS

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

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

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

The Association shall have the right to post notices with an appropriate Association identification, regarding activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided at each school site in areas frequented by unit members. The Association may use the District mail service and mailboxes for communications to unit members. Copies of all Association materials posted or generally distributed pursuant to this Article shall be mailed to the Superintendent at the time the information is posted and/or distributed.

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

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

New Bargaining Unit Member Orientation

Each time a person is newly employed in a position in the bargaining unit, the District shall provide an orientation/onboarding meeting, which should include their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.

The District shall provide new bargaining unit member orientation for all newly hired bargaining unit members to take in seven (7) calendar days prior to the first day of their assignment. New Bargaining unit members shall be paid their hourly rate, for the duration of these required orientation/onboarding meetings when orientations occur outside the contract year and/or day.

Scheduling of Orientation

The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association President, vice president and Adult School Director no later than ten (10) days in advance of the orientation/onboarding meeting. In the event the District is unable to comply with the stated advance notice, the District shall, at the request of the Association, reschedule the orientation/onboarding meeting and provide the advance notice. If, however, the District provides proof that there was an urgent need critical to the employer's operations that was not reasonably foreseeable, the Association shall be provided as much notice as possible.

Association Time Provided

The Association shall be provided no less than sixty (60) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. The Association shall be discussing matters relevant to the Association including membership matters. Such time will not be provided at the end of a meeting day unless the Association requests to be placed at the end of the agenda. District administration will excuse themselves during Association time.

1 The Association is entitled to invite California Teachers Association (CTA)
2 endorsed vendors and CTA staff to the Association portion of new bargaining unit
3 member orientations/onboarding meetings and will have access to District audiovisual
4 equipment in good working order for Association presentations.

5 *NOTE: If no agreement is reached between the parties through negotiations, this matter is subject to*
6 *expedited binding interest arbitration.*

7 The Association shall have District-paid release time to attend and participate in new
8 bargaining unit member orientations/onboarding meetings for at least two (2)
9 representatives selected by the Association, and one (1) additional representative for
10 every ten (10) new bargaining unit members after the first 15 new bargaining unit
11 members, if any orientation/onboarding meeting is held during contractual work hours of
12 the Association representatives.

13 **New Bargaining Unit Member Information**

14 The following new bargaining unit member information shall be delivered to the
15 Association President in digital Excel format and hard copy, sorted by seniority date, no
16 later than 30 days after the date of hire or the first pay period of the month after hire,
17 whichever is later:

- 18 1. Name
- 19 2. Home Address
- 20 3. Phone Numbers – work, home and cellular
- 21 4. Personal (non-District) Email addresses
- 22 5. School site
- 23 6. Grade Level/Assignment
- 24 7. Date of Hire

25 The above information shall be provided to the Association every (90) ninety days.
26 However, the District shall exclude any of the above new unit member information if a unit
27 member opts out of providing any of the above information to the Association.

Association Certification

The Association shall submit to the District certification of unit membership in the Association on an annual basis prior to the start of each school year. The Association shall indemnify the District for any claims made by a unit member for dues deductions made by the District in reliance on the Association's certification regardless of the Association's timely submission of its certification to the District.

Bargaining Unit Member Information

In addition, once every ninety (90) days, the District shall deliver to the Association President the following information in digital Excel format for all bargaining unit members:

1. Name
2. Home Address
3. Phone Numbers – work, home and cellular
4. Personal (non-District) Email addresses
5. School site
6. Grade Level/Assignment
7. Date of Hire

NOTE: If no agreement is reached between the parties through negotiations, this matter is subject expedited binding interest arbitration.

Promotion of Harmonious Public Employment Relations

To promote harmonious public employment relations, the Association shall be entitled to a minimum of ten (10) uninterrupted minutes at the beginning of each faculty meeting at each school site to communicate with bargaining unit members. This Association time shall be for bargaining unit members only. District and/or school site administration will excuse themselves during Association time.

Dispute Resolution

Violations of this article shall be subject to the grievance and arbitration article of the Collective Bargaining Agreement between the parties.

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

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

ARTICLE 4
DISTRICT RIGHTS

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

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

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

ARTICLE 5

GRIEVANCE/ARBITRATION PROCEDURE

DEFINITIONS

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

A "Grievant" is a unit member, or the Association on behalf of affected unit members, who submit the grievance.

A "Day" is a day in which adult school classes are in session during the regular school year. Days that are worked in summer do not count.

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

GENERAL

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

GRIEVANCE STEPS

A. INFORMAL STEP

Before filing a formal written grievance, the grievant shall attempt to resolve the grievance through an informal conference with the grievant's immediate supervisor. Such conference, as well as actual formal filing of a written grievance in the event the

conference does not resolve the problem, must take place within the applicable time limits as outlined in Step 1 below.

B. STEP 1

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

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

The immediate supervisor shall communicate a written decision to the grievant within ten (10) days after receiving the grievance.

Within the above time limits, either party may request a personal conference with the other party.

C. STEP II

In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision on the appropriate form to the Principal, El Monte/Rosemead Adult School or his designee within ten (10) days. Failure to meet this time limit by the grievant shall constitute an automatic waiver and withdrawal of the grievance.

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

D. STEP III

If the grievant is not satisfied with the decision at Step II, the grievant may appeal in writing to the Assistant Superintendent of Human Resources within ten (10) days of receipt of the Step II decision. Failure to meet this time limit automatically waives and withdraws the grievance. The Assistant Superintendent of Human Resources shall communicate a decision within ten (10) days after receiving the appeal.

1 E. STEP IV

2 If the grievant is not satisfied with the disposition of the grievance at Step III,
3 he/she may, within ten (10) days submit to the Assistant Superintendent of Human
4 Resources a written request for mediation of the grievance. In this event, the Assistant
5 Superintendent of Human Resources shall, within five (5) days following receipt of such
6 request, submit to the California State Mediation and Conciliation Service, a written
7 request for the immediate services of a mediator.

8 The function of the mediator shall be to assist the parties to achieve a mutually
9 satisfactory resolution of the grievance by means of the mediation process.

10 At the outset of this process, the mediator shall schedule and hold an informal
11 conference at which time the parties to the grievance shall submit to the mediator copies
12 of all documents completed in conformance with the requirements of each previous
13 grievance level. In addition, the grievant shall submit to the mediator a clear, concise
14 written statement of the reasons for his/her appeal to the mediation process.

15 If a satisfactory resolution of the grievance is achieved by means of this mediation
16 process, both parties to the grievance shall sign a written statement to that effect and thus
17 waive the right of either party to any further appeal of the grievance.

18 If no satisfactory settlement is reached within ten (10) days following the first
19 meeting with the mediator, either party may appeal the grievance to Step IV. This level
20 may be waived by mutual agreement of the District and grievant.

21 F. STEP V

22 If the grievance is not resolved through mediation, the grievant may, within ten
23 (10) days after mediation is concluded, request in writing that the Association submit the
24 grievance to binding arbitration. A copy of such request shall be simultaneously served
25 upon the Superintendent. Within fifteen (15) days after receipt of such request from the
26 grievant, the Association by written notice to the Superintendent may elect to submit the
27 grievance to binding arbitration.

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

1 names from the list until only one (1) remains, and said last named shall be selected as
2 the arbitrator.

3 The arbitrator's decision shall be final and binding upon the parties hereto, and
4 shall be in writing and shall set forth his/her findings of fact, his/her reasoning, conclusions
5 and remedy. The arbitrator's authority shall be limited to deciding the issues submitted
6 by the parties; and the arbitrator shall have no power or authority to add to, subtract from,
7 alter, delete, amend or modify the terms of this Agreement or the written policies, rules,
8 regulations and procedures of the District.

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

13 Either the District or the Association may decide to arrange for a stenographic
14 transcript of the hearing. If the other party is notified in writing of such arrangements ten
15 (10) days prior to the hearing then the costs of such transcript shall be borne equally by
16 the District and the Association. Failure to provide timely written notice will make the
17 costs the obligation of the party arranging for the transcript with the exception of the cost
18 of one copy, if any, ordered by the other party.

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

23 **MISCELLANEOUS**

24 A. A unit member may be represented at all stages of the grievance procedure
25 by himself/herself or, at his/her option, by a representative provided by the Association.
26 If the unit member is not represented by the Association or its representative, the District
27 shall not agree to a resolution of the grievance without first providing the Association with
28 a copy of the grievance, the proposed resolution and an opportunity to respond.

1 B. The Association will exclusively receive time off from duties for the
2 processing of grievances herein for unit members who are designated as Association
3 representatives, subject to the following conditions:

4 (1) By no later than thirty (30) days following the signing of this
5 Agreement, the Association shall designate in writing to the Assistant Superintendent of
6 Human Resources the names of two (2) unit members who are to receive the time off;
7 changes shall be given to the Assistant Superintendent of Human Resources in writing
8 as they occur;

9 (2) Twenty-four (24) hours prior to release from duties for grievance
10 processing the designated representative must inform the immediate supervisor in order
11 that substitute service may be obtained, if such is necessary;

12 (3) That time off shall be limited solely to one (1) designee representing
13 a grievant, and the grievant, in a conference with a management person; and

14 (4) Under no circumstances shall this time off include use of time for
15 matters such as investigating grievances, gathering information, interviewing witnesses,
16 or preparing a presentation.

17 C. The District shall maintain separate grievance files for documents,
18 communications and records dealing with the processing of grievances.

19 D. While the decision of the arbitrator herein is final and binding, nothing in this
20 Agreement shall preclude the parties from seeking to confirm, vacate or correct the
21 arbitrator's award pursuant to the California Code of Civil Procedure

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ARTICLE 6
NONDISCRIMINATION

Neither the District nor the association shall unlawfully harass or discriminate against any employee on the basis of race, color, religion, sex, gender, national origin, disability, marital status, sexual orientation or age (subject to limitations of applicable State and Federal law), nor on the basis of membership or lack of membership in an employee organization.

1 **ARTICLE 7**

2 **NO STRIKE/NO LOCKOUT**

3
4 It is agreed and understood that there will be no strike, work stoppage, slowdown,
5 picketing in connection therewith, or refusal or failure fully and faithfully to perform job
6 functions and responsibilities, or other interference in connection with the above-listed
7 activities with the operations of the District by the Association or by its officers, agents, or
8 members during the term of this Agreement, or any extension thereof including
9 compliance with the request of other labor organizations to engage in such activity. It is
10 agreed and understood that during the term of this Agreement or any extension thereof
11 there will be no lockout of employees by the District.

12 In the event of a strike, work stoppage, slowdown, or other interference with the
13 operation of the District by the Association or by its officers, agents, or members during
14 the term of this Agreement, or any extension thereof including compliance with the
15 request of other labor organizations to engage in such activity.

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

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

21 This no-strike pledge represents a valid commitment by the Association regardless
22 of whether the matters over which the association may engage in such proscribed
23 activities are grievable or non-grievable, covered by the contract or not.

ARTICLE 8
CALENDAR AND HOURS

The school year shall be a minimum of 180 class days—within a consecutive 10-month period during a fiscal year, exclusive of summer school, subject to the following conditions:

(1) The District retains the exclusive right to determine that such guarantee may be abrogated for lack of funds or lack of work or both;

(2) Nothing herein shall be interpreted, construed or applied to limit the District's right to close classes for lack of sufficient enrollment even though such closure may diminish the above guarantee;

(3) The above guarantee shall not apply to unit members who intentionally absent themselves from work without authorization;

(4) Authorized absences shall count toward the minimum guarantee, except as provided in paragraph 3, above, regardless of whether such absence is paid or unpaid.

(5) The district shall make a reasonable effort to maintain a minimum of twenty percent (20%) of the total unit members employed as full-time employees.

(6) Two (2) designated student free workdays shall be available to the individual bargaining unit member in order to complete work related duties. The two (2) student free days will be the Monday preceding the Thanksgiving Holiday and the Monday during the scheduled spring break. Members will be compensated at the District workshop rate. A day is equivalent to the average number of hours the member works per day in a five-day week.

HOURS

Unit members are considered "hourly as needed." District management shall determine the timing and number of hours to be worked, except that no unit member's regular weekly assignment shall be reduced below their established tenure hours unless it is pursuant to applicable Education Code provisions pursuant to a layoff for lack of work or funds. The District will follow layoff provisions in the Education Code. Such layoffs will be in inverse order of seniority except when the District determines a need to

retain a less senior employee because of his or her credential, special skills or abilities.
The term "lack of funds" is specifically excluded from the operation of the
Grievance/Arbitration Clause.

MILEAGE

Members who travel to locations other than their primary assignment shall be reimbursed the current, at the time of travel, IRS Mileage rate. Members who are eligible to receive mileage shall complete the necessary forms and supporting documents to support the mileage reimbursement.

CLASSROOM OR DEPARTMENT DUTIES

Effective beginning July 1, 2024, one (1) hour every week for preparation or departmental duties during the regular school year will be granted to unit members who are full-time. All full-time and part-time unit members will be scheduled release time, one (1) hour every week, for preparation or departmental duties during the regular school year. All temporary part-time unit members will be scheduled release time, 30 minutes every week, for preparation or departmental duties during the regular school year.

STAFF MEETINGS

Except for the first meeting of the year District management will schedule Department/Staff meetings during regularly scheduled work time.

Prior to the start of the school year, unit members will be paid four (4) hours at his/her hourly rate for classroom preparation and/or mandatory training. One (1) hour may be used for staff meeting at the discretion of the administration. Scheduling for classroom set up and/or mandatory training shall be negotiated with school calendar.

HOLIDAYS

Full-time unit members working 30 or more hours per week shall be eligible for the following paid holidays:

The days designated by the District for the observance of:

Labor Day

Veteran's Day

- 1 Thanksgiving
- 2 The Day after Thanksgiving
- 3 Martin Luther King, Jr. Birthday
- 4 Lincoln's Birthday
- 5 Washington's Birthday
- 6 Memorial Day

7 If a unit member is required to report to work prior to the Labor Day Holiday, unit
8 members shall be eligible for the Labor Day holiday. This shall exclude any hours worked
9 related to summer school, or registration hours.

10 Employees shall be compensated for the total amount of hours they would
11 normally work on the day in which the holiday lands (i.e. if an employee is scheduled to
12 work four (4) hours, they will be compensated for four (4) hours).

13 In order to be eligible for holiday pay an employee must have worked both his/her
14 last regularly scheduled assignment before and his/her next regularly scheduled
15 assignment following the holiday; being in verified or approved paid status shall satisfy
16 this requirement.

17 **PACKING AND LOADING**

18 Teachers required to pack and load personal and/or instructional materials in
19 connection with a move from one school site to another or from one classroom to
20 another as a result of reconstruction, remodeling or involuntary relocation shall be paid
21 at the workshop rate for teachers who are working without students as defined in Article
22 9 unless such work occurs during the regularly scheduled work day.

23

ARTICLE 9
SALARY AND FRINGE BENEFITS

Article 9 shall be amended to read as follows:

1. SALARIES

2024-2025: Increase on-schedule salary one percent (1%) effective July 1, 2024. In addition, all bargaining unit members will receive a one-time, two and one-half percent (2.5%) off-schedule payment.

Beginning with the 2020/2021 school year, unit members newly placed on the salary schedule will be placed at the initial step and the appropriate column. All unit members will progress through the steps with continuous, uninterrupted employment.

Unit members hired prior to the beginning of the 2020/21 school year who do not have a bachelor's degree will continue to progress on the salary schedule as if they held a bachelor's degree.

Unit Members who hold a California state recognized professional license specific to the assigned program of instruction will continue to progress on the salary schedule upon verification by the district Human Resources office.

A. Each fiscal year, Step and Column movement will be implemented for eligible unit members. The parties recognize Step and Column movement is negotiable and subject to negotiation process. All teachers must hold the appropriate credential authorizing them to teach the subject that they are assigned.

SALARY SCHEDULE EMUEA – ADULT EDUCATION

UNITS

YEARS	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>
	BA or less	BA/*License + 17 S/U	BA/*License + 34 S/U or MA	BA/*License + 51 S/U Inc. MA or BA/58 S/U	BA/*License + 68 S/U Inc. MA or Doctoral Degree

Effective July 1, 2024

<u>0 – 3</u>	<u>\$57.96</u>	<u>\$59.78</u>	<u>\$61.55</u>	<u>\$63.39</u>	<u>\$65.29</u>
<u>4 – 6</u>	<u>\$59.68</u>	<u>\$61.44</u>	<u>\$63.28</u>	<u>\$65.20</u>	<u>\$67.13</u>
<u>7 – 9</u>	<u>\$61.22</u>	<u>\$63.03</u>	<u>\$64.93</u>	<u>\$66.87</u>	<u>\$68.88</u>
<u>10–14</u>	<u>\$62.78</u>	<u>\$64.66</u>	<u>\$66.64</u>	<u>\$68.57</u>	<u>\$70.69</u>
<u>15–19</u>	<u>\$64.05</u>	<u>\$65.95</u>	<u>\$67.59</u>	<u>\$70.36</u>	<u>\$72.09</u>
<u>20–24</u>	<u>\$65.32</u>	<u>\$67.29</u>	<u>\$69.35</u>	<u>\$71.33</u>	<u>\$73.53</u>
<u>25 +</u>	<u>\$66.63</u>	<u>\$68.63</u>	<u>\$70.72</u>	<u>\$72.75</u>	<u>\$74.99</u>

B. For unit members new to the District, or new to the bargaining unit, the following explanation applies to initial salary schedule placement:

(1) Unit members with teaching/counseling experience outside the District will receive a maximum of five (5) years' credit toward salary schedule placement;

(2) Unit members with previous teaching/counseling experience outside or inside the District will receive one (1) years' experience for each one thousand eighty (1,080) hours of accrued time up to a maximum of five (5) years; and

(3) For vocational unit members, verified trade work experience (non-teaching) appropriate to area of teaching will be granted on the basis of two (2) years of full-time experience for one (1) year's teaching credit up to a maximum of five (5) years.

(4) Director of Nursing shall be placed on column five (5) off the Adult Education (EMUEA) Salary Schedule.

(5) Doctoral Stipend: Members with a doctorate degree will receive an annual stipend of \$1,500.00. The stipend will be applied retroactively from July 1, 2021.

The following provisions apply to all unit members:

Movement on the salary schedule is based upon credited years of service with the District and earning of academic units or credits approved by the District.

A credited year of service requires the unit member to have taught seventy-five percent (75%) of the preceding academic year.

Units refer to District-approved units earned after the unit member has been awarded the Bachelor's Degree*/California State recognized Professional License.

The unit member shall provide to the District verification of units completed. If the unit member qualifies for column movement and a salary increase, the salary increase shall be paid not later than sixty days after the unit member files proper documentation where required for the salary increase.

SUMMER SCHOOL

Summer school is assigned by the administration and approved by the Board of Trustees. Bargaining unit members receive their regularly hourly rate.

Factors that administration will consider are:

1. Current and prior teaching experience
2. Appropriate credential authorizing teachers in the subject
3. Special preparation and/or service skills
4. Most recent summer school teaching experience

1 When a summer school class is closed prior to the first day of the summer session,
2 assignment shall occur using district seniority. Assignments shall only be offered to
3 teachers with appropriate credential authorization.

4 The district will provide bargaining unit members with a written offer of employment
5 for summer school assignments by May 1. Unit members must submit written acceptance
6 of the offer of summer school employment by May 10. The District shall notify the unit
7 members of their intent to offer a summer school program as soon as possible.

8 Personal necessity leave shall not be available during summer school except
9 under the following circumstances:

10 a. Death or serious illness of a member of the unit member's
11 immediate family; or

12 b. Accident involving the unit member of the unit member's immediate
13 family member

14 **SUBSTITUTE PAY**

15 Unit members shall receive their regular hourly rate for substitute assignments.
16 Permanent full-time and part-time unit members may serve as a day-to-day substitute not
17 to exceed ten (10) hours a week. Temporary hourly unit members may serve as a day-
18 to-day substitute not to exceed twenty-nine and a half (29.5) total work hours a week. All
19 substitute assignments will not be used for purposes of calculating eligibility for additional
20 contract benefits or regular status.

21 **WORKSHOP PAY**

22 Compensation for workshop duties, as assigned by administration and approved
23 by the Board of Trustees, shall be at the District Workshop rate. Travel time is not
24 included. This rate shall be applied to any additional duties or non-teaching assignments,
25 which are not part of the regular teaching assignment.

27 **2. FRINGE BENEFITS**

28 The District shall contract with VEBA to administer dental and vision plans; these
29 plans are reflected in Section B below and Appendix 9.

1 a. The District and Association agree that effective October 1, 2005 the
2 District shall contract with Southern California Voluntary Employees Benefit Association
3 ("VEBA") to provide regardless of whether such unit members are represented or not.
4 The parties agree that the provisions of Agreements with VEBA shall prevail except to the
5 extent that the parties retain the full and exclusive rights to meeting and negotiating over
6 the issues of District contributions and participation in VEBA and withdrawal there from.
7 Unit Members working less than a full time assignment, but 20 or more hours per week
8 will be eligible for VEBA benefits at 50%.

9 b. The District shall make contributions monthly toward the payment of
10 premiums for eligible unit members enrolled in group health insurance. Please see the
11 attached benefit schedule (Appendix 9) which will be provided by January 1st of each
12 school year.

13 c. With regard to the HMOs, the District will automatically pay the
14 increase, if any, in premiums for "Single", increases in the "Two Party" and "Family" rates
15 shall be shared on the basis that the District's contributions will pay eighty percent (80%)
16 of the increase and the unit member will pay twenty percent (20%) of the increase. There
17 will be no increase in the District's contributions to the PPO Plan. For 2012-2013, or any
18 subsequent year, if either the District or the Association wishes to propose a change in
19 this language, they must submit such proposal prior to September 1, 2013 or any
20 subsequent September 1. In the event of such a proposal, the following language shall
21 apply in lieu of the above:

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

29 Notwithstanding this agreement, the District's Health Insurance Committee is
30 encouraged to continue its work of investigating and reviewing alternate plans, carriers
31 and benefits. If, during the term of this Agreement, the Committee issues

1 recommendations for changes which will result in costs savings the parties agree to
2 review such recommendations in good faith and, if an agreement is reached, upon one
3 or more such changes, to recommend them to their respective constituencies.

4 The parties are hereby charging the District's Health Insurance committee with
5 responsibility for investigating and reviewing alternate plans, carriers and benefits.

6 The Committee will have a joint report produced no later than March 1, annually to
7 include recommended adjustments designed to assist in cost savings.

8 Eligible unit members may enroll in a Group Dental and the Vision Plan and may
9 enroll in only one (1) group health insurance plan. Enrollment in dependent coverage
10 plans shall be limited to an "as needed" basis only. For purposes of this article, "as
11 needed" is defined as follows:

12 An employee selecting a two-party or family plan must certify that he or she is not
13 enrolling his or her spouse or children if the spouse or children are covered by any other
14 plan. In cases where spouses are both district employees, one employee may take
15 "Single" and the other may take "Two Party" or "Family", as applicable, for eligible
16 dependents other than spouse, unless the spouse has declined "Single" coverage. The
17 intent of this language includes, but is not limited to the concept, that only one spouse
18 may enroll his or her dependents if the spouses are both District employees.

19 **HEALTH INSURANCE FOR RETIREES**

20 For employees retiring on or after September 1, 1995 and having attained the age
21 of fifty-five (55) years, the District shall provide insurance benefits subject to the
22 provisions and conditions outlined below:

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

25 b. For such retiree, the District shall continue to contribute the then current
26 District required contribution toward the payment of premiums for the group health
27 insurance program in which the employee is enrolled at the time of retirement for the
28 retiree and dependent spouse until the earlier of the following:

29 i. The employee is eligible for MediCal or MediCare or Medicaid; or

ii. The employee has attained the age of sixty-five (65).

c. For eligible employees retiring after July 1, 2014, the District shall provide dental and vision coverage in which the employee is enrolled at the time of retirement for retiree and dependent spouse until age sixty-five (65).

It is understood and agreed that dependent spousal coverage applies only to dependent spouses who are covered at the time of the employee's retirement; it is also understood and agreed that dependent spousal coverage terminates when the retiree's coverage terminates.

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

A retiree who subsequently relocates outside the geographical jurisdiction of the plan in which he/she is enrolled may elect to change to another of the District's then available plans if permitted by the plan policy the retiree elects.

Subject to the conditions stated in this section, if no district group plan is available to the retiree under circumstances such as having moved to a state where such plan is not offered, the District will contribute up to the amount equal to the District contribution for the PPO plan for "Single" or PPO plan for "Two Party", whichever is applicable.

ARTICLE 10
SENIORITY

Bargaining unit seniority will be determined by California Education Code section 44845, which defines seniority by the date upon which the unit member first rendered paid service in a probationary position.

ARTICLE 11
SAFETY CONDITIONS

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

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

PERSONAL PROPERTY REIMBURSEMENT

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

(a) Property must be approved for use in school by site administrator who shall confirm, in writing, the reimbursement value.

(b) Reimbursement to any one unit member shall be limited to two hundred fifty dollars (\$250) per unit member, per school year.

(c) The property must be insured with reimbursement to cover the difference between insurance recovery and reimbursement value referred to in subparagraph "(a)" above.

(d) Reasonable care shall be taken by unit members to adequately protect such property while it is on school property. There shall be no reimbursement for loss due to the unit member's negligence.

(e) Under no circumstances shall this clause be interpreted to apply to unit members' transportation vehicles or articles of clothing.

ARTICLE 12
PERSONNEL FILES

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

Such material is not to include ratings, reports or records which (1) were obtained prior to the employment of the person involved; (2) were prepared by identifiable examination of committee members; or (3) were obtained in connection with promotional examination.

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

ARTICLE 12A
EVALUATION PROCEDURES

The evaluator who herein shall be any certificated adult school administrator in charge of the unit member's department shall review the evaluation procedures, current for the evaluation year, with their assigned unit members within the first twenty (20) working days of each school year. The evaluator shall additionally provide the unit member with an IDP (Individual Development Plan) within the first five working days of the new school year.

The evaluation of a teacher shall be based upon a sufficient number of formal classroom observations that enable the evaluator to have a sufficiently informed professional judgement of the teacher's performance. Formal observations may be conducted by other certificated adult school administrators as well as the evaluator in charge of that teacher's department, however, the evaluator shall be responsible for the summative evaluation of the evaluator's assigned teachers.

To receive an overall Exceeds Standards evaluation, the majority of the marks on the evaluation form are Exceeds Standards. To receive an overall Meets Standards evaluation, the majority of the marks on the evaluation form are Meets Standards. To receive an overall Needs Improvement evaluation, the majority of the marks on the evaluation form are Needs Improvement. To receive an overall Unsatisfactory evaluation, the majority of the marks on the evaluation form are Unsatisfactory.

Probationary Teachers:

Probationary teachers will receive two (2) evaluations per year. One (1) evaluation will be completed and submitted to HR no later than five (5) working days before the end of the first semester and the second, no later than thirty (30) days prior to the teacher's final working day of the year the evaluation is due. A minimum of one formal classroom observation shall be conducted every semester. All formal classroom observations shall be preceded, no later than three (3) teacher work days, by a pre-observation conference where the lesson to be observed is discussed. The discussion shall include two (2) or three (3) teaching standards to be focused on in the observation. Each formal observation shall be a minimum of one (1) hour in length. Following every formal observation, there shall be a post-observation conference, within five (5) teacher work days of the

1 observation, where the observation report shall be reviewed and a signed report of the
2 observation shall be provided for the teacher and an improvement plan will be developed
3 as needed if deficiencies are noted. Informal observations for teachers may be conducted
4 at any time and can be for a period of time that is less than one (1) hour. These informal
5 observations do not require a pre-conference. However, if the outcome of the informal
6 observation gives the evaluator cause for concern(s), the concern(s) shall be shared with
7 the teacher being evaluated in writing and an improvement plan will be developed. The
8 teacher or the evaluator may request a conference to discuss this informal observation.
9 These informal observations may only be used as a part of the final summative evaluation
10 if the informal observation concerns were raised in advance with the teacher and
11 expectations and assistance was provided. For every probationary teacher requiring an
12 evaluation, a final summative typed evaluation shall be completed, signed, and submitted
13 to the District Assistant Superintendent of Human Resources (HR) no later than thirty (30)
14 days prior to the teacher's final working day of the year the evaluation is due. The term
15 "Satisfactory" as used in this Article refers to an overall rating of any rating other than
16 Unsatisfactory.

17 **Permanent Teachers**

18 All Permanent teachers shall be evaluated every two (2) years unless placed on a
19 longer cycle by mutual agreement. Permanent teachers being evaluated shall receive a
20 minimum of one (1) formal observation. All formal classroom observations shall be
21 preceded, no later than three (3) teacher work days, by a pre-observation conference
22 where the lesson to be observed is discussed. The discussion shall include two (2) or
23 three (3) teaching standards to be focused on in the observation. Each formal observation
24 shall be a minimum of one (1) hour in length. Following every formal observation, there
25 shall be a post-observation conference, within five (5) teacher workdays of the
26 observation, where the observation report shall be reviewed and a signed report of the
27 observation shall be provided for the teacher. Informal observations for teachers may be
28 conducted at any time and can be for a period of time that is less than one (1) hour. These
29 informal observations do not require a pre-conference. However, if the outcome of the
30 informal observation gives the evaluator cause for concern(s), the concern(s) shall be
31 shared with the teacher being evaluated in writing. The teacher or the evaluator may
32 request a conference to discuss this informal observation. These informal observations

may only be used as a part of the final summative evaluation if the informal observation concerns were raised in advance with the teacher and expectations and assistance was provided. For every permanent teacher requiring an evaluation, a final summative typed evaluation shall be completed, signed, and submitted to the District Assistant Superintendent of Human Resources (HR) no later than thirty (30) days prior to the teacher's final working day of the year the evaluation is due. Any Permanent teacher receiving an "Unsatisfactory" rating shall be evaluated annually until the teacher receives a "Satisfactory" evaluation, at which point the teacher will be returned to a two-year evaluation cycle. The term "Satisfactory" as used in this Article refers to an overall rating of any rating other than Unsatisfactory.

Temporary Teachers

All Temporary teachers shall be evaluated every year, unless placed on a longer cycle. Temporary Teachers being evaluated shall receive a minimum of one (1) formal observation every year. All formal classroom observations shall be preceded, no later than three (3) teacher work days, by a pre-observation conference where the lesson to be observed is discussed. The discussion shall include two (2) or three (3) teaching standards to be focused on in the observation. Each formal observation shall be a minimum of one (1) hour in length. Following every formal observation, there shall be a post-observation conference, within five (5) teacher workdays of the observation, where the observation report shall be reviewed and a signed report of the observation shall be provided for the teacher. and an improvement plan will be developed as needed if deficiencies are noted. Informal observations for teachers may be conducted at any time and can be for a period of time that is less than one (1) hour. These informal observations do not require a pre-conference. However, if the outcome of the informal observations gives the evaluator cause for concern(s), the concern(s) shall be shared with the teacher being evaluated in writing. The teacher or the evaluator may request a conference to discuss this informal observation. These informal observations may only be used as a part of the final summative evaluation if the informal observation concerns were raised in advance with the teacher, and expectations and assistance was provided.

Temporary unit members who: (1) have been employed by the District a minimum of five (5) consecutive years; (2) are not the subject of any disciplinary action; and (3) whose previous evaluation rating was "Satisfactory" or above, may be evaluated every

1 two (2) years by mutual agreement and consent of the temporary unit member and the
2 evaluator. Either the evaluator or the temporary unit member may withdraw their consent
3 at any time. The decision to withdraw consent shall not be subject to the grievance
4 provisions outlined in this agreement. The evaluator and the temporary unit member shall
5 schedule a conference in which a withdrawal of the consent is discussed and documented
6 in writing.

7 For every temporary teacher requiring an evaluation, a final summative typed
8 evaluation shall be completed, signed, and submitted to the District Assistant
9 Superintendent of Human Resources (HR) no later than thirty (30) calendar days prior to
10 the teacher's final working day of the year the evaluation is due. Any Temporary teachers
11 receiving an "Unsatisfactory" rating shall continue to be evaluated annually each
12 semester until the teacher receives a "Satisfactory" evaluation. The term "Satisfactory" as
13 used in this Article refers to an overall rating of any other rating than Unsatisfactory.

14 **Evaluation Procedures for Unit Members Other than Classroom Teachers**

15 All Probationary non-teaching unit members shall be evaluated twice yearly. All
16 Temporary non-teaching unit members shall be evaluated yearly. Permanent non-
17 teaching unit members shall be evaluated every two (2) years unless placed on a longer
18 cycle by mutual agreement. An evaluation form specific to the non-teaching unit member
19 will be used. (*See non-teaching unit member evaluation form*)

20 The evaluator shall additionally provide the non-teaching unit member with a blank
21 IDP (Individual Development Plan) within the non-teaching unit members first five (5)
22 working days of the new school year. In addition to the Professional Development goal,
23 the non-teaching unit member shall write two (2) goals on the IDP and present it to the
24 evaluator. The evaluator and the non-teaching unit member will discuss and clarify these
25 goals. The evaluation of the non-teaching unit member shall be based on the progress of
26 their IDP goals as agreed upon with their evaluator. Each non-classroom unit member
27 shall develop an action plan detailing the specific goals and activities for the year. (*See*
28 *Action Plan Form*)

29 The evaluator and non-teaching unit member will meet quarterly to discuss
30 progress on the non-teaching unit member's action plan. The evaluator will then schedule

a meeting to conduct a formal evaluation to the non-teaching unit member and an improvement plan will be developed as needed if deficiencies are noted.

All Unit Members

A post conference shall be scheduled after every evaluation in which the evaluation is reviewed and the unit member receives a signed copy of the completed summative evaluation. The conference shall be scheduled by the evaluator within five (5) working days of completion of the evaluation no later than thirty (30) calendar days prior to the last unit members working day. Each unit member and evaluator shall sign the evaluation document in which the unit member's signature shall only indicate receipt of the signed copy. An Assistance/Improvement plan shall be developed by the evaluator and the unit member receiving a "Needs Improvement" or Unsatisfactory" in one or more areas of the observation, and also when Needs Improvement or Unsatisfactory, if received, on the summative evaluation. When the Improvement Plan is being developed, the unit member may request union representation. Said Assistance/Improvement plan shall be finalized and provided to the unit member no later than five (5) working days before the unit member's final working day. The unit member shall have the option of requesting a conference at any time for the purpose of clarifying and understanding the improvement plan.

Overall ratings of Meets Standards or Exceeds Standards will not be subject to the grievance procedure as outlined in this agreement. Unit members shall not be evaluated based on environmental factors over which the unit member has no control; provided, the unit member has reported said factors to the Principal or supervisor and has made the appropriate request to correct the matter. A unit member receiving an overall rating of "Unsatisfactory" in two (2) consecutive years shall not be eligible for a Step increment in the school year subsequent to the year the evaluation was received. Said unit member shall become eligible for restoration of Step Increment until the unit member receives a "Satisfactory" evaluation. Resolution of any grievance, favorable to the unit member, regarding the negotiated evaluation process will restore the Step placement retroactive to the start of the unit member's work year.

Permanent unit members who: (1) have been employed by the District a minimum of ten (10) years; (2) are not the subject of any disciplinary action; and (3) whose previous

1 evaluation rating was "Satisfactory" or above, may be evaluated every five (5) years by
2 mutual agreement and consent of the unit member and the evaluator. Either the evaluator
3 or the unit member may withdraw their consent at any time. The decision to withdraw
4 consent shall not be subject to the grievance provisions outlined in this agreement. The
5 evaluator and the unit member shall schedule a conference in which a withdrawal of the
6 consent is discussed and documented in writing.

El Monte Union High School District
El Monte-Rosemead Adult School/
Individual Development Plan
(Due by October 1, during evaluation year)

Evaluatee: _____ Site: _____

Department: _____

For the _____ school year, I agree to the following personal professional development plan.

1. **School Plan/Curriculum Focus Area** – Indicate below:

- *The specific element(s) of each of the El Monte-Rosemead Adult Schools standards for the Teaching Profession or performance areas in which I will be providing additional emphasis this year.*
- *What I will be investigating and/or implementing to improve my teaching effectiveness and increase student learning and performance.*
- *The observable data or indicators of success I hope to see. (Please identify data and/or indicators that will allow you to review progress relative to these objectives during your evaluation.)*
- *All evaluatees shall write a professional development goal.*
- *Classroom teachers shall choose two (2) standards and circle them in the list below and then write their goals.*
- *Non-teaching unit members shall choose two (2) performance areas and circle them in the list below and then write their goals.*
- *If you are both non-teaching and teaching, the form of your evaluation will be based on the majority of your assignment.*

Standards – Classroom Teacher Evaluation

1. *Engaging and Supporting All Students in Learning*
2. *Creating and maintaining Effective Environments for Student Learning*
3. *Understanding and Organizing Subject Matter for Student Learning*
4. *Planning Instruction and Designing Learning Experiences for All students*
5. *Assessing Student Learning*
6. *Professional Development*

Performance Areas – Non-Classroom Unit Member Evaluation

1. *Relationships with Staff, Students and Community*
2. *Organization and Utilization of Time*
3. *Written and Oral Communication*
4. *Judgement*
5. *Professional Participation and Growth*
6. *Initiative and Leadership*
7. *Performing the Functions of this Position*

Element (s) of Professional Development:

Goal 1:

Evidence – Indicators of Success:

Elements(s) of Standard or Performance Area

Goal 2:

Evidence – Indicators of Success

Elements(s) of Standard or Performance Area

Goal 3:

Evidence – Indicators of Success

Evaluatee: _____ Date: _____

Evaluator: _____ Date: _____

12/30/19

CERTIFICATED NON-TEACHING UNIT MEMBER ACTION PLAN

Department _____

GOAL 1	ACTION STEP DESCRIPTIONS	DATE TO BEGIN	DATE COMPLETED
Write your goal statement here.			
List Resources & Desired Outcomes for these goals here.			

[illegible]

Department _____

Comments for Goal 2:

[illegible]

Department _____

GOAL 3	ACTION STEP DESCRIPTIONS	DATE TO BEGIN	DATE COMPLETED
Write your goal statement here.			
List Resources & Desired Outcomes for these goals here.			

Comments for Goal 3:

[illegible]

El Monte Union High School District
El Monte-Rosemead Adult School
Pre-Observation Conference Form

Teacher: _____ Site: _____ Date _____

Subject: _____ Time/Period: _____

Please answer these questions and have them available prior to the observation.

What content standard(s) will you be addressing in this lesson (CONTENT)?

What do you expect your students to know or do by the end of this lesson (OUTCOMES)?

What activities will you and your students be doing (PROCESS)?

How will you know if your lesson is successful for all groups of students (ASSESSMENT)?

Please identify a specific area/Teaching Standard on which you would like me to focus:

Other comments?

El Monte Union High School District
El Monte-Rosemead Adult School
Post-Observation Conference Form

Teacher: _____ Site: _____ Date _____

Subject: _____ Time/Period: _____

POST-OBSERVATION CONFERENCE QUESTIONS:

How do you feel this lesson worked for you and for your students?

Did you reach the outcomes with the student's that you had intended?
How do you know that?

How did the instructional strategies you selected for this lesson help in reaching the learning objectives?

Is there anything you would change or do differently?

What did you learn about your professional practice from this observation/conference?

Teacher's Next Step:

Administrator's Next Steps:

Teacher's Signature: _____

Evaluator: _____ Date: _____

12/30/19

EL MONTE UNION HIGH SCHOOL DISTRICT
EL MONTE ROSEMEAD ADULT SCHOOL
EVALUATION REPORT for CERTIFICATED NON-TEACHING UNIT MEMBER

Name _____ Date _____
Title _____ Subject _____

Performance Area	Comments by Evaluator	Comments by Employee (optional)
1. Relationships with Staff, Students, and Community		
2. Organization and Utilization of Time		
3. Written and Oral Communication		
4. Judgment		
5. Professional Participation and Growth		
6. Initiative and Leadership		
7. Performing the Functions of this Position		

Additional
Comments:

Considering total effectiveness in his/her assignment, I believe this employee should be rated:

4 **3** **2** **1**
 EXCEEDS STANDARDS MEETS STANDARDS NEEDS IMPROVEMENT UNSATISFACTORY

Evaluator's Signature

Evaluator's Title

Date of Conference with Employee

*Employee's Signature

*This signature indicates that the unit member and the Evaluator together discussed this report. It does not necessarily denote agreement with all factors of the evaluation and assessment.

El Monte Union High School District
EL MONTE-ROSEMEAD ADULT SCHOOL
SUMMARY EVALUATION FORM
SCHOOL YEAR _____

NAME _____

SCHOOL _____

SUBJECT _____

PROBATIONARY YEAR 1 ☐ 2 ☐ PERMANENT ☐ INTERN ☐ TEMPORARY ☐

DATE (S) OF OBSERVATION _____

OVERALL RATING



Exceeds Standards ☐ Meets Standards ☐ Needs Improvement ☐ Unsatisfactory ☐

Exceeds Standards
Meets Standards
Needs Improvement
Unsatisfactory

1 ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING				
1.1 Connects students' prior knowledge, life experience, and interests with learning goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Uses a variety of instructional strategies and resources to meet students' diverse needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Facilitates learning experiences that promote autonomy interaction, and choice.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING				
2.1 Creates a physical environment that engages all students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 Establishes a climate that promotes fairness and respect.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Promotes social development and group responsibility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Establishes and maintains standards for student behavior.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5 Plans and implements classroom procedures and routines that support student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.6 Uses instructional time effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3 UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENTS LEARNING				
3.1 Demonstrates knowledge of subject matter content and student development.				
3.2 Organizes curriculum to support student understanding of subject matter.				
3.3 Interfaces ideas and information within and across subject matter areas.				
3.4 Develops student understanding through instructional strategies that are appropriate to the subject matter.				
3.5 Uses materials, resources, and technologies to make subject matter accessible to students.				
4 PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS				
4.1 Aligns curriculum with district and state Standards.				
4.2 Draws on and values students' backgrounds, interests, and developmental learning needs.				
4.3 Establishes and articulates goals for student learning.				
4.4 Develops and sequences instructional activities and materials for student learning.				
4.5 Designs short term and long term plans to foster student learning.				
5 ASSESSING STUDENT LEARNING				
5.1 Establishes and communicates learning goals for all students.				
5.2 Collects and uses multiple sources of information to assess student learning				
5.3 Involves and guides all students in assessing their own learning.				
5.4 Uses the results of assessments to guide instruction.				
5.5 Communicates with student, and other audiences about student progress.				
6 DEVELOPING AS A PROFESSIONAL EDUCATOR				
6.1 Reflecting on teaching practices and planning professional development.				
6.2 Establishing professional goals and pursuing opportunities to grow professionally.				
6.3 Working with communities to improve professional practice.				

6.4 Working with colleagues to improve professional practice.				
6.5 Meeting professional responsibilities adhere to laws and district/school policies, rules and regulation.				

7 PROFESSIONAL CHARACTERISTICS AND GROWTH

8 IDENTIFY OBSERVED SUCCESSES/STRENGTHS

9 ADMINISTRATOR'S RESOURCE AND ASSISTANCE PLAN FOR THE TEACHER

10 EMPLOYEE'S COMMENTS (optional)

_____	Principal	_____
Observer's Signature (required)	Title	Date

Date of Pre-Conference _____

Date of Post Conference _____ Principal's Signature _____

Conference with District Administrator Requested ☐

(SIGNING THIS FORM DOES NOT NECESSARILY MEAN THAT I AGREE WITH THIS REPORT)

_____	_____
Employee's Signature	Date

1 **ARTICLE 13**
2 **LEAVES OF ABSENCE**
3

4 The District may grant a year's leave of absence to a unit member with
5 Permanent status who timely submits a written request to the Board. Such
6 leave, if allowed, shall be taken without pay. Following the leave, a teacher
7 shall be assigned to a position comparable to the one held at the time the
8 leave commenced, if possible. The Permanent unit member must notify the
9 Office of Human Resources, for board approval, of his/her intent to leave and
10 expected date of return, as soon as possible. The unit member will be notified
11 of acceptance or denial of leave as soon as possible and prior to the leave
12 commencement.

13 A short-term non-paid leave of no less than one month and no more
14 than six weeks may be granted to any unit member who submits a written
15 request to the Board. Following the leave, the unit member shall be assigned
16 the same position held at the time the leave commenced. While on leave, a
17 unit member shall have the option to remain an active participant in the
18 District fringe benefit programs by contributing thereto the necessary
19 premiums each month.

20 A unit member on leave of absence shall not be denied the opportunity
21 to substitute in the District by reason of the fact that she or he is on such
22 leave of absence.
23

ARTICLE 14
SICK LEAVE

1. Full-time unit members employed on a regular basis shall accumulate one (1) day's leave of absence for illness for each month of employment, not to exceed twelve (12) days per year. Part-time and Temporary unit members shall accumulate days of leave of absence for illness based on one hour earned for every 17.5 hours worked.

2. A full-time unit member terminated during the course of the year shall be deemed to have accumulated sick leave at the rate of one (1) day per month for that portion of the year actually worked and completed.

3. Unused sick leave, as described in paragraph 1 above, shall accumulate from year to year.

4. The District reserves the right to require proof of illness, accident or injury. Unit members filing claims under the provisions of this Article, may be required to file with the Superintendent satisfactory proof that a claimed illness, injury, or incapacity is of such a character as to require absence from duty during the period of the sick leave claimed.

5. Unit members may use up to seven (7) days of accrued sick leave annually to attend to the illness of a spouse, child, parent or biological relation of the employee.

6. Employees who have exhausted their accumulative sick leave shall be paid one-half their basic salary for the next subsequent five (5) months of absence due to illness or injury either on or off the job, whether or not the absence arises out of or in the course of the employment of the employee.

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

1 (5) month period in the subsequent school year for the same illness or
2 accident.

3 When an employee has exhausted all available sick leave and continues
4 to be absent on account of illness or accident for a period beyond the five (5)
5 month period, and the employee is not medically able to resume the duties of
6 his or her position, the employee shall be placed on a re-employment list for
7 a period of twenty-four (24) months if the employee is on probationary status,
8 or for a period of thirty-nine (39) months if the employee is on permanent
9 status. When the employee is medically able, during the applicable twenty-
10 four (24) or thirty-nine (39) month period, the employee shall be returned to
11 employment in a position for which he or she is qualified.

12 This provision applies only to long-term illness and is not to be
13 interpreted as providing for occasional day-to-day illness.

14 7. The annual accumulative sick leave allowance is intended to apply
15 to short-term illnesses. Base pay does not include extra assignments.

16 8. Whenever possible, a unit member must contact his/her
17 immediate supervisor or supervisor's designee as soon as the need to be
18 absent is known.

19 9. The District shall provide unit members with written update on
20 their amount of accumulated sick leave twice annually by the first of December
21 and the first of June.

22 10. Effective 2013-2014, Unit Members will be eligible to participate
23 in EMUEA High School Catastrophic Sick Leave Bank per Article 14 A.

ARTICLE 14A
CATASTROPHIC SICK LEAVE

Catastrophic Sick Leave Bank

1. To be an eligible participant in the Catastrophic Sick Leave Bank ("Bank"), all unit members must donate one (1) day of sick leave during the open enrollment period, October 1 – October 31, of each year they wish to gain or maintain eligibility. Eligible donors must, at the time of donation, have at least fourteen (14) days of accrued sick leave in their account. If the total number of days in the Bank exceeds one thousand (1000) days at the first of September of any year, members who have previously donated will be exempt from donations that year. New members wishing to enter the bank will be required to donate one (1) day during the open enrollment period in the year they join regardless of the total number of days in the Bank. No sick leave may be surrendered or drawn for purposes of summer school.

2. For the purposes of this article only, the term day is the average number of hours in a day for which each unit members is regularly scheduled to work at the time of the donation.

3. Sick leave day contributions will be authorized on the appropriate form.

4. A unit member may only join the Sick Leave Bank during the annual open enrollment period.

5. Unit members otherwise eligible for Catastrophic Sick Leave during the initial open enrollment period may apply for a donation from the Bank without making a prior donation.

6. Donation of sick leave days to the Bank shall be irrevocable. Sick leave, which is donated under this section, shall be deducted from the donating unit members' accrued sick leave.

1 7. Subject to all terms and conditions herein, a unit member may
2 donate up to five (5) additional days per year, earmarked for a specifically
3 named employee who is eligible to draw from the Bank. If the sick leave day
4 donation for the specifically named employee is refused by the Catastrophic
5 Sick Leave Committee, the donation form will be returned to the donor and
6 the sick leave days will not be deducted from the donor's sick leave account.

7 8. A catastrophic injury or illness shall be defined as: any injury or
8 illness which incapacitates a unit member for a period of time in excess of
9 sixty-six (66) days, or which, based upon competent medical evidence, is
10 predicted to incapacitate the employee for at least sixty-six (66) working days.
11 The fact that differential sick leave is required to be used does not, standing
12 alone, assist in defining an illness or injury as "catastrophic."

13 9. A unit member who qualifies for catastrophic injury or illness leave
14 may not draw upon the Bank until all fully paid illness or injury leave is
15 exhausted. Upon exhaustion of fully paid leave, the unit member may use up
16 to forty (40) days of catastrophic leave. Thereafter the unit member may
17 utilize his/her differential sick leave and, if approved by the Committee, may
18 apply for up to forty (40) days of supplemental leave from the Bank. In the
19 Event the District shall pay the unit member full pay, the bank shall be charged
20 one sick leave day.

21 10. Because of the availability of temporary disability supplemental
22 payments, leave from this Bank may not be used for illness or disability which
23 qualifies the unit member for industrial Accident or illness leave.

24 11. General responsibility for administering and implementing the
25 Sick Leave Bank shall rest with the Joint Catastrophic Sick Leave Bank
26 Committee ("Committee"). The unit member who receives leave from the
27 Bank shall furnish all requested medical information deemed necessary by the
28 Joint Catastrophic Sick Leave Bank Committee ("Committee"). The Committee

1 determines the unit member's eligibility to receive donated leave under this
2 section. Upon request by the Committee, the unit member shall submit a
3 "Certificated Sick Leave Bank Request for Withdrawal" form the release of
4 medical information. The Committee shall be entitled to obtain an
5 independent medical evaluation to determine a unit member's right to receive
6 leave from the Bank.

7 12. A unit member who wishes to donate sick leave shall submit a
8 "Certificated Sick Leave Bank Deposit" form with the Payroll Department. This
9 form authorizes the donation to the Bank and the assignment of the leave to
10 the Bank or a specified individual. No surrender or assignment shall be
11 effective until approved by the Joint Catastrophic Sick Leave Bank Committee.
12 The decision of the committee shall not be subject to the grievance procedure,
13 but may be reviewed upon appeal to the Committee.

14 13. A unit member who has submitted a request to donate sick leave,
15 and a unit member who receives leave from the Bank, shall each execute an
16 agreement satisfactory to the Committee. The agreement will confirm the
17 understanding of each that the donation of sick leave is voluntary. The
18 agreement will also provide that each unit member agrees to indemnify and
19 hold the Committee harmless from any claim, demands, or causes of action
20 related to the donation.

21 14. No action taken by the Committee under this section shall be
22 subject to the grievance procedure of the agreement. The Committee shall be
23 composed of four (4) members, two (2) appointed by the District and (2)
24 appointed by the El Monte Union Educators Association ("EMUEA"). A unit
25 member dissatisfied with any action taken or decision made by the Committee
26 concerning the Catastrophic Leave Plan herein provided may submit a request
27 for an appeal for reconsideration with additional supportive documentation.
28 No request for appeal shall be considered by the Committee unless the request

1 for appeal is submitted no later than ten (10) working days after notice of the
2 action or decision in question. A tie vote represents a denial of the request.
3 The Committee shall have no jurisdiction to hear any request which is not
4 submitted within the required time frame. The Committee shall review timely
5 matters which are submitted to it. The committee shall prepare a written
6 report regarding the matter submitted to it. The report shall be submitted to
7 the District Superintendent.

8 15. Subject to the conditions in paragraph 9, above, the maximum
9 number of donated sick days allowed to one member for a single catastrophic
10 injury/illness shall not exceed forty (40) workdays. The unit member may
11 request up to an additional forty (40) donated days should the condition
12 continue, by filing an additional request for consideration by the Committee.

13 16. If there are insufficient days in the Bank, there is no obligation to
14 grant leave hereunder, in whole or in part. Neither the District, nor
15 Association, nor the Committee shall be legally responsible if there are
16 insufficient days in the Bank to allow for a Catastrophic Sick Leave withdrawal.
17 The Committee shall be responsible for informing unit members of solicitations
18 for donations earmarked for the Bank.

19 17. If any provision of this section is held to be unlawful, then this
20 entire section shall be null and void. This section supersedes any obligation of
21 the District under Education Code section 44043.5.

1 **ARTICLE 15**

2 **INDUSTRIAL INJURY AND ILLNESS LEAVE**

3
4 Unit members who are absent because of injury or illness which arose
5 out of and in the course of his/her employment, and for which he/she is
6 receiving temporary disability benefits under provisions of the Workmen's
7 Compensation Insurance Fund, shall be entitled to industrial injury or illness
8 leave under the following rules and regulations:

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

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

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

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

23 When an industrial accident or illness leave overlaps into the next fiscal
24 year, the unit member shall be entitled to only the amount of unused leave
25 due him/her for the same illness or injury.

26 Upon termination of the industrial accident or illness leave, the unit
27 member shall be entitled to the sick leave benefits provided in this Agreement,

1 and for the purpose of each of these sections, his/her absence shall be deemed
2 to have commenced on the date of termination of the industrial accident or
3 illness leave, provided that if the unit member continues to receive temporary
4 disability indemnity, will result in a payment to him/her of not more than
5 his/her normal salary.

6 During any paid leave of absence, the unit member shall endorse to the
7 District the temporary disability indemnity checks received on account of
8 his/her industrial accident or illness. The District, in turn, shall issue the unit
9 member appropriate salary warrants for payment of the unit members normal
10 salary and shall deduct normal retirement and other authorized contributions.
11 Reduction of entitlement to sick leave shall be equal to the difference paid by
12 the District and made only in accordance with this Section. The responsibility
13 for reporting the receipt and endorsement of temporary disability indemnity
14 checks to the District business office rests solely upon the unit member.

15 The District reserves the right to require a unit member to furnish proof
16 of the cause of absence. Any unit member receiving benefits as a result of this
17 Section shall, during periods of injury or illness, remain within the state of
18 California unless the Board of Trustees authorizes travel outside the state.

19

ARTICLE 16
MATERNITY LEAVE

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

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

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

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

1 disabilities. A unit member on pregnancy disability leave for one semester or
2 less shall be entitled to return to the same assignment held at the time such
3 leave commenced, unless such assignment has been discontinued, in which
4 case the unit member shall be entitled to return to an assignment comparable
5 to the assignment held at the time such leave commenced. In any case, the
6 assignment of the unit member upon return to work shall be comparable to
7 that held at the time pregnancy disability leave began. "Comparable" means
8 same educational level and also means immediate assignment within major
9 and/or minor teaching fields whenever possible, except by request of the unit
10 member and availability of the position.

11 The salary schedule position and movement of a unit member shall not
12 be interrupted because of pregnancy disability leave of one year or less in
13 length.

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

20 A. District management may require verification of the extent of
21 disability through a physical examination by a physician appointed by the
22 District at the District's expense;

23 B. An additional medical examination shall be conducted by the unit
24 members' physician at District's expense. In the event the unit member
25 chooses to exercise this option, the unit members' physician's verification shall
26 be on a form provided by the District.

1 **ARTICLE 16A**

2 **LACTATION ACCOMMODATION**

3
4 Unit members who intend to express milk will inform their supervisor
5 before returning to work. A unit member who will need a reasonable
6 accommodation related to lactation will give their supervisor notice as soon
7 as practicable. Members and supervisors agree that early notification will
8 ensure the best possible plan for all stakeholders. Members may request
9 union representation when creating this plan.

10 Prior to their return to work, members expressing milk will create a
11 plan, with the supervisor. With sufficient advance notice, supervisors will
12 make every effort to provide the unit member the requested time. The plan
13 will provide for appropriate coverage for the member throughout the day
14 and for the various schedules for the purpose of expressing milk, at no cost
15 to the member.

16 Members will, whenever possible, express milk during any break time
17 or lunch period.

18 Unit members who are expressing milk will be provided a clean private
19 space in which to express milk. This space will:

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

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

ARTICLE 17

PARENTAL LEAVE

Leave without pay or other benefits may be granted to a unit member for preparation for childbearing and for childrearing. The unit member shall request such leave as soon as the unit member determines the need for said leave making every effort to give the Principal or designee or immediate supervisor reasonable time to plan for the absence. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave. Written rationale for a denial shall be given to the unit member.

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

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

ARTICLE 17A
CHILD BONDING

Leave with substitute differential pay or one-half the unit members daily rate, whichever is greater, once sick days are exhausted will be granted to either father or mother for the purpose of bonding with a newborn infant, or an adopted or fostered child. A unit member must submit a Leave of Absence request form to his/her immediate supervisor as soon as the member determines the need of said leave making every effort to give the Principal or designee or immediate supervisor reasonable time to plan for the absence. The duration of such leave shall consist of no more than a total of twelve (12) weeks. All twelve (12) weeks must be completed within a twelve (12) month period from the childbirth. For adoption or foster care placements, such leave can begin earlier to allow for arrangements and preparations needed prior to the placement of the child. Only one (1) twelve (12) week period is permitted per year.

The leave can be taken in consecutive twelve (12) weeks or at different times during the twelve (12) month period with the minimum duration of any requested leave being two (2) weeks, with shorter increments allowed on up to two occasions. If both parents are District employees, only a combined leave of twelve (12) weeks is allowed.

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

Differential pay is the member's daily rate minus the lower of: a) 1/2 of the unit member's daily rate or b) the lowest daily rate for a substitute.

ARTICLE 18

BEREAVEMENT LEAVE

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

MEMBERS OF THE IMMEDIATE FAMILY

Members of the immediate family, as used in this Section, means the mother, father, grandmother, or grandfather of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, grandchild, step-parent, step-child, foster parent, foster child, legal guardian, brother-in-law, sister-in-law of the unit member; or any person living in the immediate household of the unit member provided that such person is the unit members significant 'other' or 'partner'.

ARTICLE 19
EMERGENCY LEAVE

Unforeseen circumstances may occur during a unit members assigned hours of service which he/she cannot reasonably be expected to disregard and which may require his/her immediate attention. These may include:

The death of a member of the unit members' immediate family;

An accident involving the unit members property or the person or property of a member of the unit members immediate family; and

Imminent danger to the home of a unit member, occasioned by a factor such as flood, fire, or earthquake, or any other such matter, which cannot be ignored.

A unit member who, during their regular work day, must leave to attend to a personal matter such as listed above, shall not lose salary for emergency leave nor shall time be deducted from sick leave; subject, however, to the following conditions:

1. The unit member is not informed of said occurrence until he/she has reported for work; and

2. This leave is limited to the day of the occurrence; if additional days are necessary, they must be applied for under other leave provisions of this Agreement.

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

ARTICLE 20
PERSONAL NECESSITY LEAVE

1. Unit members are eligible to utilize up to seven (7) days leave of absence annually for personal necessity. Such leave shall not be used merely for an extension of a holiday, a vacation, withholding services from the District or for matters of personal convenience, and such days shall be deducted from the employee's accumulated sick leave.

2. Personal necessity leave may be granted to each unit member upon application to the unit members principal or other immediate supervisor at least two (2) days before taking such leave (except as provided below). No advance permission shall be required for leave taken for:

a. Death or serious illness of a member of the unit members' immediate family;

b. Accident involving the unit member's person or property or the person or property of a member of the unit members' immediate family.

3. The applicant for such leave shall be required to state the reasons for taking such leave. Violators of personal necessity leave shall be subject to appropriate discipline.

4. Administration retains the right to refuse the unit member's request if, in the opinion of the administrator, too many select the same day.

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

a. Such days may not be used for extending a holiday or vacation or for withholding services from the District;

b. Such days are charged to accumulated sick leave;

1 c. The unit member provides advance notice but shall not be
2 required to give reasons for the use of these five days unless the District
3 suspects that there is an abuse of such days.

4 d. Written request for two (2) of the seven (7) days of the
5 personal necessity leave must be made at least two (2) working days in
6 advance.

7

1 **ARTICLE 21**

2 **COURT/LEGAL PROCEEDINGS ARISING FROM EMPLOYMENT**

3

4 A unit member subpoenaed to appear before court or administrative
5 tribunal on behalf of the District shall be granted leave with pay for the actually
6 required days of absence. A unit member subpoenaed to appear before court
7 or administrative tribunal for any other matter arising directly from the unit
8 members employment shall be granted leave with pay for a maximum of three
9 (3) working days in any one school year, limited to the required appearance
10 days; provided the subpoena was not issued through the connivance of the
11 unit member.

1 **ARTICLE 21A**

2 **JURY DUTY**

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

7 (1) Such leave shall be with pay in the amount of the difference
8 between the unit members regular salary minus any amount the unit member
9 receives for jury fees.

10 (2) Employees called for jury duty who, receive paid jury duty
11 leave shall remit their jury fees to the District within ten (10) days following
12 receipt of said fees.

13

ARTICLE 22
MILITARY LEAVE

Unit Members shall be eligible for military leave as provided in applicable state and Federal laws.

ARTICLE 23

CONFERENCE LEAVES

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

1 **ARTICLE 24**

2 **LEAVE TO SERVE IN AN ELECTIVE POSITION**

3

4 A leave of absence may be granted without pay to serve in an elective

5 position of the city, county, State or Federal Government, during tenure of

6 office.

7

1 **ARTICLE 25**
2 **RETURN FROM ALL LEAVES**
3

4 If a unit member is on leave and wishes to return prior to the scheduled
5 or agreed-upon termination date of the leave, the unit member may request
6 an immediate assignment to a unit position. If there is a vacancy for which
7 the unit member is qualified, she/he shall be assigned to a position as soon
8 as possible. "Vacancy" shall not include a position which would be filled by a
9 probationary or permanent unit member except for the fact that such unit
10 member is on leave, nor shall it include a position filled, for that school year,
11 by a temporary, probationary or permanent unit member.
12

1 **ARTICLE 26**

2 **COMPLETE UNDERSTANDING**

3
4 All conditions of employment and general working conditions within the
5 scope of meeting and negotiating pursuant to Government Code Sections
6 3540. et.seq., in effect in the District prior to and at the time this Agreement
7 is signed are null and void. This agreement terminates and supersedes all
8 past practices agreements, procedures traditions and rules or regulations
9 concerning the matters covered herein. This Agreement shall not be
10 interpreted or implied to provide unit members with professional or other
11 advantages heretofore enjoyed unless expressly stated herein.

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

17 **MAINTENANCE OF AGREEMENT**

18 Except as specifically provided herein the balance of the parties' 2016-
19 2018 remains unchanged.

1 **ARTICLE 27**

2 **SAVINGS**

3

4 Should any article, section, or clause of this Agreement be declared
5 illegal by a court of competent jurisdiction, said article, section, or clause, as
6 the case may be, shall be automatically deleted from this Agreement to the
7 extent that it violates the law. The remaining articles, sections and clauses
8 shall remain in full force and effect for the duration of this Agreement if not
9 affected by the deleted article, section or clause.

10 Upon request of either party, the parties shall meet not later than ten
11 (10) days after such request to negotiate on the provision or provisions
12 affected.

ARTICLE 28
COMPLAINTS

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

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

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

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

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

1 To promote prompt and fair resolution of the complaint, the following
2 procedures shall govern the resolution of complaints against unit members:

3 1. Every effort shall be made to resolve a complaint at the earliest
4 possible stage. Whenever possible, the complainant should communicate
5 directly to the unit member in order to resolve concerns.

6 2. If a complainant is unable or unwilling to resolve the complaint
7 directly with the unit member, he/she may submit an oral or written complaint
8 to the unit members' immediate supervisor or the Principal.

9 3. All complaints related to District personnel other than
10 administrators shall be submitted in writing to the principal or immediate
11 supervisor. If the complainant is unable to prepare the complaint in writing,
12 administrative staff shall help him/her to do so.

13 4. Any complaint of child abuse, or alleged neglect against any unit
14 member shall be reported to the appropriate local agencies in accordance with
15 law, Board policy and administrative regulations.

16 5. When a written complaint is received, the unit member shall be
17 notified of the nature of the complaint within five (5) working days. However,
18 per Board policy, the identity of the complainant may be kept confidential due
19 to the nature of the complaint.

20 6. A written complaint shall include:

- 21 a. The unit members name;
22 b. A brief but specific summary of the complaint and the facts
23 surrounding it; and
24 c. A specific description of any prior attempt to discuss the
25 complaint with the unit member and the failure to resolve the matter.

1 7. If the District determines that disciplinary action is warranted from
2 the investigation of the complaint it shall be done in accordance with Article
3 29, Discipline.

4 8. Staff responsible for investigating complaints shall attempt to
5 resolve the complaint within thirty (30) days.

6 9. The District retains the right to pursue other legal procedures
7 where independent investigation proves the complaint has merit.

8 Representation:

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

14 Unit Member Response:

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

18

ARTICLE 29
DISCIPLINE

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

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

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

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

D. No unit member shall receive more than one (1) penalty for any single action or infraction.

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

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

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

6 G. For purposes of this Article discipline shall not be defined to include
7 suspension and/or termination pursuant to the California Education Code. The
8 principle of one penalty per infraction shall not apply to conduct documented
9 for purposes of a statutory notice of unsatisfactory or unprofessional conduct.


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

12

1 **ARTICLE 30**
2 **TERM OF AGREEMENT**

3 Except where otherwise specifically provided, this Agreement is effective
4 July 1, 2024 and shall remain in full force and effect up to and including
5 June 30, 2025.
6

7 Approved by the El Monte Union High School District Board of Trustees
8 on March 19, 2025.

9  Date: March 19, 2025
10 _____ Date: _____
11

12 Ratified by El Monte Union Educators Association - Adult Education on
13 March 20, 2025.

14
15  Date: March 20, 2025
16 Annette Felix, EMUEA – Adult Ed. Negotiations Chair
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APPENDIX 9

INSURANCE

BENEFITS

Annual Insurance Benefits shall be updated annually and placed in this Appendix

Appendix 9 (Continued)

EL MONTE UNION HIGH SCHOOL DISTRICT

2025 10thly CONTRIBUTIONS (50% Eligible Employee)

<u>VEBA Benefits:</u>		DISTRICT	EMPLOYEE
KAISER 10/10	Single	\$ 523.00	\$ 523.00
\$10 Co-Pay	Two Party	\$ 952.56	\$ 1,111.44
\$10 RX	Family	\$ 1,342.22	\$ 1,565.78
UHC Signature Value HMO	Single	\$ 498.00	\$ 498.00
\$10 Co-Pay	Two Party	\$ 880.44	\$ 1,079.56
RX*	Family	\$ 1,233.61	\$ 1,514.39
UHC Signature Value Harmony10	Single	\$ 437.50	\$ 437.50
\$10 Co-Pay	Two Party	\$ 858.50	\$ 858.50
RX*	Family	\$ 1,204.00	\$ 1,204.00
UHC Journey Harmony HMO	Single	\$ 361.00	\$ 361.00
\$10 Co-Pay	Two Party	\$ 687.00	\$ 687.00
RX*	Family	\$ 957.00	\$ 957.00
UnitedHealthcare California	Single	\$ 523.00	\$ 1,613.00
Choice Plus PPO	Two Party	\$ 952.56	\$ 3,409.44
Co-Pay* RX*	Family	\$ 1,342.22	\$ 4,787.78
*See enrollment packet			
<u>CICCS Benefits:</u>			
Delta Dental PPO (Low)	Single	\$ 24.63	\$ 24.62
1500/1250 (with rollover)	Two Party	\$ 44.95	\$ 44.95
	Family	\$ 68.36	\$ 68.35
Delta Dental PPO (High)	Single	\$ 24.63	\$ 29.82
2250/2000 (no rollover, with	Two Party	\$ 44.95	\$ 54.41
Diagnostic and Preventative Waiver)	Family	\$ 68.36	\$ 82.75
Delta Dental HMO	Single	\$ 11.28	\$ 11.28
	Two Party	\$ 18.60	\$ 18.60
	Family	\$ 27.52	\$ 27.52
VISION	Composite	\$ 12.62	\$ 12.62
MET LIFE	Employee	\$.138/1000	\$ 0.00

Appendix 9 (Continued)

EL MONTE UNION HIGH SCHOOL DISTRICT

2025 10thly CONTRIBUTIONS (50% Eligible Employee)

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MET LIFE	Employee	\$.138/1000	\$ 0.00

Appendix A – Improvement Plan

El Monte Rosemead Adult School (EMRAS)
Teacher Assistance/Improvement Plan

Area of Improvement needed	Resources provided by district	What measurable evidence is required of the teacher to prove their sufficient improvement for achieving a satisfactory evaluation? How will it be measured?	Date to be reviewed	Date Accomplished

Administrator Signature

Employee Signature

Date