

**AGREEMENT
BY AND BETWEEN THE**

**CENTRAL UNION
ELEMENTARY TEACHERS'
ASSOCIATION/CTA/NEA**

AND

**THE
CENTRAL UNION
ELEMENTARY
SCHOOL DISTRICT**

**CERTIFICATED
EMPLOYEES'
MASTER CONTRACT**

**2021 ~ 2024
(Board approved 1/10/22)**

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ARTICLE 1: AGREEMENT

- A. The Article and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Central Union Elementary School District (“Board”) and the Central Union Elementary Teacher Association (“the exclusive representative” or “Association”), an employee organization affiliated with the CTA and NEA.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”).
- C. This agreement shall remain in full force and effective from July 1, 2021 until June 30, 2024, or until such time as a successor agreement is reached.
- D. Contract Term: The length of this contract shall be for three years. After agreement is reached for the 2021-2022 school year, the contract shall be closed. During the 2022-2023 and 2023-2024 school years, either party may reopen negotiations on Article 34, Employee Benefits, Article 38, Salaries, and one (1) additional article chosen by each party.

	1/10/22		1-10-22
Thomas Addington	Date	Nicole Smyers	Date
Superintendent – Central Union		CUETA President	

ARTICLE 2: RECOGNITION

- A. The Board recognizes the Association as the exclusive representative of all certificated employees of the Board contained in the unit described in the document attached as Appendix A of this Agreement.
- B. Pursuant to Chapter 961, California Statutes 1975, the CUETA, and CTA/NEA Hereby requests recognition as the exclusive representative for a unit of all certificated employees excluding: Superintendent, Assistant Superintendent of Educational Services, Coordinator(s) of Curriculum and Instruction, Principals, Assistant Principals, District Psychologist(s), & School Counselors, a unit comprising of all other certificated employees.

ARTICLE 3: DEFINITIONS

- A. “Teacher” means a contracted employee in a position requiring certification qualifications and where duties require him/her to provide direct instruction to pupils in the schools.
- B. “Day”, unless otherwise defined, means a day when schools are in session excluding summer session, intersession and Saturday School, but including contracted non-student days.

- C. “Work Year” of a certificated employee will consist of 183 work days. The Work Year, which includes 180 Instructional Days and 3 Teacher Work Days, shall be established pursuant to the school calendar set forth in Article 41.
- D. “Year of service”, a year of full time service, unless otherwise defined in this agreement, constitutes the completion, in a paid status, of at least 75 percent of the work year.
- E. “Daily Rate of Pay” means the teacher’s annual salary divided by the number of days he/she is required by the Board to be on duty.
- F. “Immediate family” is defined as father, mother, legal guardian, brother, sister, husband, wife, registered domestic partner, daughter, son, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, grandparents, spouse’s grandparents, step-parents and step-children, or any relative living in the immediate household of the employee. This definition is applicable except as defined differently under any other article or law.
- G. “Vacancy” is a certificated position as described in ARTICLE 2-B, to which no probationary, permanent or categorical unit member is assigned, and which the District has declared an intent to fill. If the district does not intend to fill this position, which is vacant for the reasons listed in G-1, members will be notified as soon as practical, in lieu of a vacancy notice.
 - 1. A vacancy is created by the death, resignation, leave of absence for a full school year or more, transfer of a unit member; or the creation of an additional class at a school site. A district-approved leave of absence that is less than a full school year in length shall not create a vacancy.
 - 2. Movement of special units from one school site to another does not create a vacancy. Teaching positions affected by such movement will follow the contract language in determining voluntary or involuntary transfers.
 - 3. It is not a vacancy should a school need to alter teaching assignments of staff at the site, while maintaining the same or lesser number of Full Time Teaching (FTE) equivalents, due to one of the following:
 - a. A need to reconfigure the school site classes due to enrollment fluctuations within the school site.
 - b. A need to meet the requirements of a change in state program requirements that has taken place.
- H. “Transfer” is defined as a change in assignment within the bargaining unit to a different grade level, site, or subject area. A teacher initiated transfer is considered to be voluntary, while a district initiated transfer is considered to be involuntary.
 - 1. Transfers as a result of site teaching assignment reconfigurations will be based upon the following criteria in this order:

- a. District credential needs and compliance with state and federal regulations.
 - b. Volunteers will be sought at the affected grade level(s) within the school.
 - c. District-wide seniority among the teachers of the affected grade(s) within the school.
 - d. Experience in the subject matter.
2. It is not considered a transfer should a teacher of a single subject assignment remain primarily within the core subject area for the majority of the core academic day.
- I. "Combination Class" is specific only to a general education self contained classroom, where an assignment of a teacher's present grade which includes either one (1) grade level above or one (1) grade level below the teacher's presently assigned grade level. This does not apply to special education SDC or RSP classes, or single subject teachers who may teach multiple grade levels in different periods (i.e., period 1 -6th grade math, period 2 -7th grade math, etc).
 1. Every effort will be made to maintain single grade level teaching assignments.
 - a. The need and creation of combination classes in general education assignments by the District is determined by enrollment fluctuations and variations by grade level at the school sites and is driven by the reality of the need to fill classrooms for fiscal stability.
 - b. In recognition of the additional time it takes for staff to plan and prepare for combination classes, teachers of general education combination classes will receive an additional stipend of \$500 per trimester with a maximum of \$1,500 per school year.
 - c. The designation of a combination class teaching assignment alone will not result in the receipt of the stipend allocation. A combination class is confirmed when the assignment of students in a multigrade setting occurs during each trimester.
 - d. In order to receive the \$500 trimester stipend, the combination classroom teacher will be required to have the combination level teaching assignment with students of two different grade levels during the trimester. The teacher shall receive the stipend compensation at the conclusion of the school year.
 - e. Stipend payment for a teacher who is on leave (i.e., sick leave or extended illness leave) for an entire trimester in which a combination class exists, will not receive the trimester stipend, as no teaching responsibilities associated with the combination class preparation would have occurred.
 - f. Stipend payment will be provided to the staff member during June pay warrant.

ARTICLE 4: MANAGEMENT RIGHTS

- A. The right to manage the School District and to direct its employees and operations is vested in and retained by the Board, except as this right is limited by this Agreement.

ARTICLE 5: ASSOCIATION RIGHTS

- A. The Association and its members shall have the right to make use of school email, school equipment, buildings, and facilities at all reasonable hours for non-political issues and shall be entitled to all rights and privileges conferred by the "Act".
- B. Names, addresses, telephone numbers and home e-mail of all certificated personnel who have signed a release form shall be provided to the Association members and administrators no later than October 1st of each year.
- C. The Board shall provide the Association with the complete Board agenda, minutes of the previous meeting and all other documents containing public information affecting this contract, and which are to be considered by the Board in its meetings at least forty-eight (48) hours prior to any such Board meeting.
- D. There is a mutual understanding that the Association is entitled to at least the usual state budgetary forms completed by the District.

ARTICLE 6: NEGOTIATION PROCEDURES

- A. Not later than the School Board's first regularly scheduled meeting in February of the year in which this Agreement expires or during any year in which provisions of this Agreement are to be reopened, the Association shall deliver its initial proposals for bargaining to the Board. Unless otherwise mutually agreed the Board and exclusive representatives shall begin to meet and negotiate in good faith no later than forty-five (45) calendar days following delivery of such proposals. Any agreement reached between the parties shall be reduced to writing and signed by them.
- B. Either party may utilize the services of outside consultants to assist in the negotiations.
- C. Negotiations shall take place at mutually agreeable times and places, provided that meetings shall be held within five (5) days from receipt of a written request in regard to matters within the scope of negotiation.
- D. It is agreed that CUETA and CUESD continue to use the Interest Based Bargaining (IBB) Method.
- E. The Board will make available or provide access to non-confidential public information, which would be of value to the Association in its role as the exclusive bargaining representative.
- F. Not later than November 1st, the Board shall furnish the Association with the placement of all bargaining unit members on the salary schedules and a seniority list as of October 1st.

ARTICLE 7: TEACHER SAFETY

- A. Safety Considerations

1. The District shall adhere to any applicable health and safety directives specifically governing schools, including, but not limited to, those as mandated by the California Department of Public Health, the California Department of Industrial Relations Division of Occupational Safety and Health, and the Kings County Department of Public Health (“Health Directives”). Staff agree to comply with all Health Directives issued by the District. The District agrees to communicate with Staff regarding Health Directives and expectations, and any changes to Health Directives that may occur, as soon as practicable.
2. The District will provide annual mandatory Professional Development training, to each teacher which focuses on supporting the ongoing culture of safety in District schools and District policies and regulations regarding the same. This training will include considerations of staff safety as it relates to student conduct. Prior to May 15th of every school year, unit members shall submit suggestions and/or areas of interest regarding this training to their site principal for consideration by the District in its planning of the safety training that will be provided the following school year. The District will consider teacher’s input in good faith but retains discretion to determine what training is provided.

B. Student Suspension By Teacher

1. The District honors and respects the role of teachers as it relates to the discipline of students and to the control of the classroom environment. Teachers shall be granted the rights and responsibilities included in Education Code Section 48900 et. Seq. with respect to the suspension of a student from class.
2. The teacher shall have the right to suspend a student from his/her class for the duration of the day of the infraction and the following day only for those infractions enumerated in Education Code Section 48900 (and in accordance with all its mandated provisions). The teacher, in accordance with Section 48900, shall immediately inform the principal of the student’s suspension from class and will refer the student to him/her. Furthermore, the suspending teacher(s) shall contact the parent(s) as soon as possible and will schedule a parent/teacher conference regarding the suspension. The attendance at the conference of a school administrator will be extended to the parent or guardian.

ARTICLE 8: EVALUATIONS

- A. General: It is understood and agreed by the parties that the primary goal of the evaluation process is to maintain or improve the quality of education. To this end, agents of the District, who are fulfilling their responsibilities as “evaluators” under the provisions of this article will render criticism in a constructive fashion and offer positive reinforcement in a constructive fashion and offer positive reinforcement to teachers being evaluated, whenever possible.
- B. The evaluation philosophy, purpose, guidelines, and forms which are located in Appendix J fulfill the requirements of the Stull Bill and the Education Code pertaining to certificated staff evaluation.
- C. Evaluation Procedure

1. Probationary and Temporary Employees

- a. Every probationary and temporary certificated employee shall be evaluated by the principal, assistant principal or superintendent, in writing, at least once each school year. This evaluation is to be completed no later than February 15th.
- b. A probationary teacher hired after the start of the school year will not be required to participate in the formal evaluation process unless the hire date will commence with the employee completing 75% or more of the school year in the first year of employment.
- c. Participation in formal observations and observation conferences (as outlined in C: Observations) will continue regardless of date of hire or the employee.

2. Permanent Employees

- a. Unless mutually participating in the evaluation cycle as specified in 2.b, every permanent certificated employee shall be evaluated by the principal, assistant principal or superintendent in writing, at least every other year. This evaluation is to be completed no later than thirty days before the end of the school year.
- b. Pursuant to Education Code Section 44664 (a)(3), evaluations may be conducted at least once every five years for personnel with permanent status who have met the following criteria:
 - i. been employed with the Central Union Elementary School District in a certificated position for at least ten years
 - ii. are highly qualified as defined in 20 U.S.C. Sec. 7801
 - iii. whose previous evaluation rated the employee as meeting or exceeding district standards
- c. This designation of participation must be put in writing and placed on file with the Human Resources Office. A unit member may be removed from this frequency of evaluation at the end of a school year upon the request of either the unit member or the evaluator, and returned to a regular cycle specified in Section B.2.a above.

3. No later than the end of September, the evaluator and the certificated employee shall meet, discuss, and establish reasonable objectives for the school year, which fulfill the requirements of the Stull Bill and the Education code, and discuss the criteria upon which evaluations of the employee are to be based. It is noted that if a teacher is transferred, he/she will be given additional time to comply with this.

C. Observations

1. Every probationary and temporary certificated employee shall have a minimum of two formal observations of no less than 30 minutes each for the purpose of contributing to the summary evaluation. The initial observation shall occur during the first trimester, with the second observation occurring following the start of the second trimester, but before the timeline set forth for completing the summative evaluation.
2. Every permanent certificated employee shall have at least one formal observation

every other year of no less than 30 minutes for purposes of developing a summary evaluation. The observation is not required if the teacher is participating in the Alternate Evaluation Program.

3. The evaluator shall put comments concerning any formal observation in writing as the basis for conferring with the employee. The conference shall normally be held no later than the fifth working day following the observation, except by mutual agreement of the parties. The teacher and evaluator will sign and date the written observation report indicating that the conference has taken place. The original of the observation report shall be given to the teacher at the conference. A copy shall be retained by the evaluator and a copy will be placed in the personnel file at the end of the year.
4. Should the evaluator cite one or more deficiencies in his/her observation report, the teacher may request and receive an additional formal observation for purposes of demonstrating a correction of the cited deficiency prior to preparation of the summary evaluation.
5. In the event an employee is not performing his or her duties in a satisfactory manner according to the standards prescribed by the District, the evaluator shall notify the employee in writing of such fact in a timely manner and describe such unsatisfactory performance. The evaluator shall thereafter confer with the employee making specific recommendations as to areas of improvement in the employee's performance and endeavor to assist the employee in such performance.
6. The observation reports and notes related to unsatisfactory performances shall be included with the summary evaluation for placement in the employee's personnel file at the end of the year.
7. Any certificated employee who receives a negative observation report shall, upon request, be entitled to a subsequent observation, conference, and written evaluation, as prescribed above.
8. The evaluator shall use his/her formal observation(s) as one component, but not the sole component for developing any summary evaluation. At the employee's request, a conference shall be held between the evaluator and the teacher prior to preparation of the final summary for purposes of reviewing the evaluations and/or comments to be included in the summary evaluation.
9. No certificated employee shall be held accountable for any aspect of the educational program found deficient if he/she has no authority over the area in question and thus no ability to correct the deficiency.
10. The teacher shall have the right to attach a written response to observation reports and evaluations containing stated deficiencies. Such written statements shall be dated and will be placed in the teacher's personnel file.
11. Members of the CUETA bargaining unit shall not be required to participate in the observation and/or evaluation of other CUETA bargaining unit members, nor shall they be required to submit a written self-evaluation. Evaluations of certificated employees shall not be based on any information which was not placed in the employee's personnel file. Evaluations shall not include hearsay information which is not supported by direct knowledge on the part of the evaluator.

D. Alternative Evaluation Program

1. Participation is strictly voluntary and is available to successful permanent certificated teachers who have completed at least three (3) years consecutive experience in Central Union School District. The discussion regarding an employee's participation may originate with either the principal, assistant principal or superintendent or the employee. The decision as to whether or not the employee may voluntarily participate in the alternative evaluation program is solely that of the principal, assistant principal or superintendent and is not subject to grievance.
 2. Goals and objectives may be limited to a specific area in which the employee has a desire to focus in order to enhance professional growth and positively impact student learning. The Alternative Evaluation/Stull Bill form will be filled out by the employee and will reflect the mutual agreement of the employee and the immediate supervisor as to the focus, criteria, and means of evaluation of the employee's objectives. The time lines for the development of the goals and objectives as well as observation and final evaluations shall remain the same as the standard evaluation.
- E. Non-Classroom Related Personnel
1. Certificated employees in non-teaching positions, who are members of the CUETA bargaining unit shall be evaluated by their immediate supervisor, using the appropriate evaluation form.
- F. Agreement
1. The Central Union teachers' evaluation forms used by the District in the evaluation of bargaining unit members shall be agreed on by the bargaining unit and the District.

ARTICLE 9: TEACHER PERSONNEL FILES

- A. Teacher personnel files shall be housed and maintained in strict compliance with all appropriate California law.
- B. All personnel files shall be housed in the District Office. They shall be available for inspection, during working hours, by the teacher and/or the teacher's representative, with signed authorization from the teacher. (See Appendix K Personnel File Authorization Form)
- C. All personnel files shall be regarded as confidential, and access shall be limited to such officials as are mandated or permitted by law on a need-to-know basis. A log shall be maintained in each primary file for the purpose of controlling and documenting access.
- D. Derogatory information shall not be introduced into a teacher's personnel file until the teacher has been given a copy of the material and a reasonable opportunity to sign and date an acknowledgment that it is going into the file. In the event a teacher shall refuse to sign such an acknowledgment, a third person shall sign and date his/her witnessing of said refusal. A reasonable opportunity shall be given to the teacher to prepare a written response.
- E. Teachers shall have the right to petition the superintendent to have negative and/or derogatory materials in their personnel files permanently sealed after such materials have

been on file for four (4) or more years. No materials which can be demonstrated to be erroneous or inaccurate shall be placed in an employee's personnel file.

- F. In the case of written parental complaints, no District action, including placement of the written parental complaint in the personnel file, shall be taken against the teacher unless the teacher involved has the opportunity to rebut the charges.
- G. Confidentiality of medical records: All information obtained by the District in its administration of its partially self-funded insurance program is to be kept in strictest confidence and cannot be utilized as the basis for any job-related decisions made by the District without the knowledge and consent of the teacher.

ARTICLE 10: TEACHING HOURS

A. Work Day

- 1. With the exception of the components of the Professional Day (Article 10.D), the teacher workday is from 8:00 A.M. to 4:00 P.M.
- 2. Non-compliance with the Professional Day provisions will result in a change to the teacher's appropriate leave account or salary on a pro-rated basis, calculated to the nearest quarter (1/4) hour.

B. Professional Day

- 1. Certificated staff may leave the school site between 3:00 P.M. and 4:00 P.M. unless the following occurs:
 - a. a meeting is called by an administrator between the end of the school day and 4:00 P.M. Every effort will be made by the site administrator to provide a five (5) day notice prior to holding meetings.
 - b. a parent meeting is scheduled
 - c. there are additional school responsibilities to be performed, until 4:00 P.M.
 - d. a teacher is excused as per Article 13 B-3.

C. Wednesday Professional Development Days

- 1. The District will develop the school calendar with Wednesdays designated as early student release for the purpose of Teacher Professional Development Days.
- 2. The District will have the ability to schedule up to eight (8) of these Wednesday meetings.
 - a. Any such meeting will be scheduled for a Wednesday, with notice given to staff required to attend no later than the Wednesday preceding the meeting.

- b. District meetings called under this article may be for the purpose of collaboration and or staff training/staff development
 - 3. The Districtwide Professional Development meetings days will be distributed throughout the months of August to May.
 - 4. An agenda, five (5) days prior to the scheduled Wednesday professional development day, which designates the participating staff members, will be provided for all professional staff development meetings.
- D. Lunch Period
- 1. Every teacher shall be entitled to one (1) duty-free lunch period of at least thirty (30) minutes length each day.
- E. Preparation Period
- 1. Every effort will be made to allow for a teacher preparation planning period during each work day. This shall not be interpreted as requiring the District to employ additional personnel.

ARTICLE 11: CLASS SIZE

- A. For purposes of funding under the grade span adjustment percentages, the District and Association agree the annual average class enrollment for each school site for the grade span of Transitional/Kindergarten through Third grade (TK/K-3) is defined in Section 11:B of this article.
- B. Every reasonable effort shall be made by the District to ensure that class size, as determined by roll lists, does not exceed the following numbers except in traditional large group instruction or experimental classes.

ELEMENTARY

Transitional Kindergarten – Third Grade	25
Fourth Grade – Eighth Grade	25

- C. In the event there are more than 30 students in a classroom, the teacher may request a conference with the principal to seek a solution.

ARTICLE 12: TRANSFERS

- A. Definition of a Transfer
 - 1. A transfer is defined as a change in assignment within the bargaining unit to a different grade level, site, or subject area.
 - 2. A transfer may be teacher-initiated (“voluntary”) or District-initiated (“involuntary”).

3. "Vacancy" is a certificated position as described in Article 2-B, to which no probationary, permanent or categorical unit member is assigned, and which the District has declared an intent to fill. If the district does not intend to fill this position, which is vacant for the reasons listed in Article 3-G(1), members will be notified as soon as practical, in lieu of a vacancy notice.
4. Generally, probationary and temporary teachers will be limited from seeking voluntary transfers to a different site during the first two (2) years of employment.

B. Teacher Initiated (Voluntary) Transfer (Before April 15th of the calendar year)

1. Vacancy Notice

- a. The District will announce vacancies as soon as there is knowledge that a vacancy exists.
- b. The District will announce any tentative class closures as soon as practical.
- c. No teacher shall be overtly or indirectly pressured to seek a voluntary transfer
- d. Requests for voluntary transfers into the vacant positions shall be made within six (6) days of notification to the membership.
- e. All requests for voluntary transfers shall be considered on the basis of three equal criteria:
 1. District credential needs and compliance with state and federal regulations.
 2. District-wide seniority.
 3. Experience in the subject matter.
- f. In the case of equal qualifications, experience in the area under consideration will be the determining factor.
- g. If a voluntary transfer request is denied, the teacher shall be provided with the specific reasons for the denial in writing.
- h. If no request to transfer is received following the window of notification of vacancy to the membership the District is open to seek qualified applicants from outside of the District in order to staff the vacant position.

2. Subsequent Vacancy Notice

- a. Should the movement of a staff member from Article 12-C-1 above create another vacancy; the District will provide subsequent notification and follow the procedures outlined in Article 12-C-1.

3. The procedures outlined in Article 12 C-1 and C-2 will continue until a deadline of April 15th of the calendar year.
 4. All voluntary teacher initiated transfers shall be for a minimum of one (1) year.
- C. The District will provide notice to the membership of vacant positions occurring after the April 15th deadline as soon as practical when there is knowledge that a vacancy exists.
1. No priority to a teacher who requests to be transferred to another school over other qualified applicants who have applied for positions requiring certification qualification at the school shall be granted (EC 35036).
- D. Vacancy notices occurring during summer months (June, July, August) will be provided to staff via electronic mail notification to the email on file with the district.
- E. If no volunteers occur from Article 12-C above, then transfers at the site can be made by the site administrator from among the site employees in accordance with Article 12-F, District Initiated (Involuntary) Transfers.
- F. District Initiated (Involuntary) Transfers
1. District Initiated involuntary transfers shall be based exclusively on the legitimate educationally related needs of the District.
 2. District Initiated transfers may be made for the following reasons:
 - a. A vacancy is unfilled during the open transfer periods of the year as outlined in Article 12-C: Voluntary Transfers and no suitable voluntary transfer can be found to fill the position.
 - b. The District determines that an overstaffing or understaffing situation exists at a school site between August 1st and October 15th.
 - c. District credential needs and compliance with state and federal regulations and requirements.
 3. It is understood that during the time periods referred to in Article 12-F District Initiated (Involuntary) Transfers, the District will seek voluntary transfers according to Article 12-C-1, Voluntary Transfers, one time. After this attempt, the District is not required to seek additional voluntary transfers before involuntary transfers are initiated in accordance with the procedures specified in Article 12-F, Involuntary Transfers.
 4. District Initiated Involuntary transfers shall be based on the following criteria in this order:
 - a. District credential needs and compliance with state and federal regulations
 - b. In the event of an involuntary transfer that involves special district programs, (example – special education), district wide seniority will be considered.

- c. District-wide lowest seniority at the site or particular grade level or subject matter
 - d. Experience at the grade level or in the subject matter
5. A teacher who is to be involuntarily transferred shall be given the reasons for the impending transfer in writing.
 6. A teacher impacted through the District initiated transfer will be provided a minimum of \$500 toward classroom supplies or materials, will be provided with two days of non-teaching preparation time, and will receive custodial help if needed to move equipment and boxes.
 7. After October 15th, no District Initiated involuntary transfers will be made for the remainder of the school year, unless the necessity for the creation of a combination class as listed in Article 12-G-2(b) arises.
 8. No District Initiated involuntary transfer shall be used for capricious, arbitrary or disciplinary reasons.

G. Combination Classes (Site Reconfiguration)

1. Definition: A combination class is an assignment of a teacher's present grade which includes either one (1) grade level above or one (1) grade level below the teacher's presently assigned grade level.
2. Creation:
 - a. The District/Site creation of a combination classroom will be based upon the legitimate need of site reconfiguration as a result of enrollment fluctuations.
 - b. In the event a school site needs to form a combination class after the October 15th timeline, a teacher may be assigned to teach a combination class.
 - c. The addition of a combination classroom will be directed based upon the following:
 1. Volunteers will be initially sought from among the teachers in the impacted grade level(s).
 2. Should no teacher volunteer from the affected grade level(s), the teacher with the least seniority among the affected grade level(s) will be assigned to the new combination classroom,
3. In the event of the need to create a combination classroom, which adversely affects the District's obligations under the Class Size Reduction (CSR) funding model, CUETA leadership and District management will meet to discuss and evaluate options for resolution of this situation.
4. Elimination:

- a. Should a combination class need to be eliminated, the District/Site will first seek volunteers among the affected grade level(s).
 - b. In the event there are no volunteers, the least senior teacher in the affected grade level(s), including those who teach that grade level in combination at the site will be impacted through the site reconfiguration.
5. A teacher who is reassigned in a site reconfiguration will be provided a minimum of \$500 toward classroom supplies or materials and will receive custodial help if needed to move equipment and boxes.
- H. Involuntary Transfers for Economic Necessity or Cause
1. The Statutory guarantees contained in Sections 44932 through 44961 of the Education Code are incorporated into this Agreement.

ARTICLE 13: SICK LEAVE

A. Entitlement and Accumulation

1. Every full-time teacher shall be entitled to ten (10) days of leave of absence for illness or injury for a regular school year of service.
2. Teachers who serve the District on less than a full-time basis (i.e., part-time, or partial school year) during a given school year shall have that proportion of ten (10) days sick leave credited to their sick leave accounts which is directly proportionate to the amount of such time thus spent by a regular full-time employee.
3. Unused earned sick leave shall accrue from school year to school year.
4. At the beginning of each school year each teacher's sick leave account shall be credited with an allotment of available leave time equal to his/her sick leave entitlement for that school year.
5. Available sick leave notification is provided monthly on each in employee's pay warrant.
6. If a teacher leaves his/her position of employment with the District prior to the completion of the school year, any sick leave that was used, but not earned by the employee during that school year shall be deducted from said employee's sick leave account. Should this result in a negative balance of sick leave time in the employee's sick leave account, the District may reduce the teacher's final pay warrant by the amount equal to the negative balance times the employees' regular daily and/or hourly rate of pay.
7. Only that portion of a teacher's sick leave which is actually earned and remains unused shall be permanently credited to his/her sick leave account.

B. Utilization

1. A teacher may use his/her credited sick leave at any time during the school year for personal illness, injury, personal necessity as authorized in Article 20 of this Agreement, or doctor's appointment.
2. Teachers who wish to leave their work site because of emergency illness, injury or a doctor's appointment with a doctor's verification during a time when they have no actual teaching assignment may do so. If permission is first granted by the teacher's immediate supervisor, such absence will not be charged against the sick leave account.
3. When an absence for illness or injury is of less than a full work day, the teacher's sick leave account shall be charged on a pro-rated basis, calculated to the nearest quarter (1/4) hour.
4. The District may require a physician's verification of illness.
5. A teacher may also use available sick leave to care for the illness or injury of an immediate family member.
6. When leave is taken to care for an immediate family member, the following shall occur:
 - a. The deduction of leave shall first be applied to any available unused personal necessity leave deduction for the school year.
 - b. Once all personal necessity use has been deducted, the teacher may then apply sick leave, as necessary, to continue to care of the illness or injury of the immediate family member.
 - c. Should the employee exhaust all accumulated sick leave in the care of the immediate family member, the application of use of extended illness leave (Article 14) is prohibited.
 - d. The District may require a physician's verification of illness of the immediate family member.

C. Attendance Incentive

1. The District and Association recognize that the classroom teacher is paramount to instructional opportunities for our students. Consistent with the District's goal for high student attendance, the District and Association also strive to have consistent and high attendance for instructional staff. To recognize good attendance by the employee, the District will provide an extra pay incentive for employees who are absent 16 hours or less per semester.
2. Leave deductions which are not applied to the attendance calculation incentive include:

- a. School or District Business
 - b. Jury Duty
 - c. Bereavement
 - d. Industrial Accident
 - e. Non-cumulative personal day leave earned for outdoor education participation
3. All other leave utilization other than those specified in Section C.2, will be applied against the calculation for the attendance incentive.
 4. Should an employee have less than 75% of direct service based upon absences sustained under C.2.b and C.2.d during each semester of potential incentive eligibility, the employee will be ineligible for the attendance incentive extra pay stipend.
 5. An employee can receive \$500 per semester when the employee has 16 hours or less of absence. During each semester in which this is earned, the payment will be provided at the end of the semester (December and June).
 6. By May 1st of the school year, the District reserves the right to rescind and eliminate Section C, Attendance Incentive, for the upcoming school year. If not rescinded by May 1st, this section continues in effect for the following school year.

ARTICLE 14: EXTENDED ILLNESS LEAVE

- A. During each school year, when a person employed in a position requiring certification qualifications has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for an additional period of five school months, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him or her for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. The school district shall make every reasonable effort to secure the services of a substitute employee.
- B. An employee shall not be provided more than one five-month extended leave period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.
- C. The daily pay rate of a substitute for a teacher on Extended Illness Leave shall be in conformance with the District's adopted substitute salary schedule.
- D. Teachers on Extended Illness Leave shall continue to be provided with the full range of regular employee fringe benefits as provided in this contract.
- E. Time spent on Extended Illness Leave shall be accepted by the District for purposes of allowing a teacher's advancement on the salary schedule and for the achievement of tenure.

- F. Persons utilizing these Extended Illness Leave provisions may return to their regular positions upon notification to their immediate supervisors of their ability to return.
- G. Persons who return to active employment after having been out on the above Extended Illness Leave provision shall be fully entitled to subsequent use of this provision, if during the same school year there remains any unused balance of the above five (5) month non-accumulative period.

ARTICLE 15: PREGNANCY DISABILITY LEAVE

- A. The District shall provide for leave of absence from duty for that certificated employee of the District who is required to be absent from duties because of her pregnancy, miscarriage, childbirth and recovery there from.
- B. Miscarriage, childbirth and recovery are, for job related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the school District.
- C. All written employment policies and practices of the District shall be applied to disability due to pregnancy, miscarriage, childbirth and recovery there from on the same terms and conditions applied to other temporary disabilities.
- D. The District shall require a doctor’s release before the employee returns to work.
- E. Teachers experiencing a disability as described above shall have the option of either receiving or not receiving pay during the period of disability. Each day for which such pay is received shall be charged against the employee’s accumulated sick leave.
- F. The length of the pregnancy disability leave period, including the date on which it shall end, shall be determined by the employee and the employee’s physician.
- G. An employee on parental leave of absence as described in Article 16 will be entitled to receive the benefits of this paragraph during any period of such leave when she experiences a disability as herein defined.

ARTICLE 16: PARENTAL LEAVE OF ABSENCE

For purposes of this section, “Parental Leave of Absence” means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

There are two types of Parental Leave of Absences available to certificated employees. One falls under California Family Rights Act (CFRA) of 1991 and is a partially paid leave. The federal law also provides a similar leave known as Family Medical Leave Act. The other Parental Leave of Absence is without pay and shall be granted to a teacher for the purpose of additional childbearing.

- A. Employees have certain rights under the California Family Rights Act of 1991 and any subsequent changes enacted by the legislature.
 - 1. A paid Parental Leave of Absence under California Family Rights Act of 1991 shall be governed by Education Code 44977.5. Any questions regarding legal requirements of this section should be addressed to the Human Resources Department and/or CUETA representatives.

- B. Parental Leave of Absence without pay shall be granted to a teacher for the purpose of childbearing and/or child rearing as follows:
1. A teacher who is pregnant shall be entitled, upon request, to an unpaid Parental Leave of Absence, which may begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said teacher shall notify the Superintendent in writing of her desire to take such leave, and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. Please notify the District within 60 calendar days after childbirth to request additional leave, and including if one plans to take an additional year of leave from current position.
 2. Leave will be granted for the remainder of the current school year of the original request. The employee may request for a leave of absence from the subsequent school year but will have to request leave of absence sixty (60) days after childbirth.
 3. Any teacher shall be entitled, upon request, to a one (1) year parental leave of absence to begin within two (2) years after the birth of his/her child, or within one (1) year after receiving defacto and/or de jure custody of any infant child (i.e., three years of age or less), or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.
 4. Salary schedule credit and years of service will not accrue to a teacher on such leave unless the employee works at least one (1) full semester during the school year. Seniority and date of hire is unaffected by leave of absence.
 5. When the above leave is concluded the teacher shall be entitled to a certificated position within the District. The position the District offers must meet the following requirements:
 - a. The teacher possesses the necessary California Teaching Credential for the offered described position, and
 - b. The teacher meets the requirements of the ESSA Act for the offered position.
 6. While on Parental Leave, a teacher shall have the option to remain an active participant in health benefit programs of the District by contributing to the District the full amount of the premiums normally paid by the District for those who are actively employed.
 7. The granting of Parental Leave of Absence shall not deprive the Governing Board of its right to dismiss a probationary employee in accordance with appropriate sections of the California Education Code or any other applicable provisions of the law.
 8. No sick leave will be accumulated by an employee who is on a Parental Leave of Absence.

ARTICLE 17: HEALTH LEAVE OF ABSENCE

- A. Any teacher who must be absent from his/her normal assignment with the District because of illness or accident for a period extending beyond the expiration of the five (5) month period described in the "Extended Illness Leave" provisions shall be entitled to request an unpaid Health Leave of Absence from the District. The employee may be required to provide the doctor's certificate verifying need for the leave prior to need for Board action.
- B. Health Leaves of Absence shall normally be granted for a period of one school year. Such leaves may be extended for a period of one (1) year, upon the request of the teacher. Requests for such extensions shall be made in writing at least fifteen (15) days prior to the expiration of the current leave period.
- C. Continuation of normal health and welfare benefits for a teacher on a Health Leave of Absence will be provided consistent with the application and notice of the Family Leave Rights Act (FMLA). Following exhaustion of privileges as specified in FMLA and exhaustion of other available paid leaves, the teacher shall be entitled to maintain his/her coverage under the fringe benefit programs set forth in this Agreement by payment of the full monthly premium amount to the District.
- D. When the above leave is concluded the teacher shall be entitled to a certificated position within the District. The position the District offers must meet the following requirements:
 - 1. The teacher possesses the necessary California Teaching Credential for the offered described position, and
 - 2. The teacher meets the requirements of the ESSA for the offered position.
 - 3. Such action would not be prevented by contractual commitments between the District and a temporary teacher.
- E. Return to active employment may be requested at any time during or at the conclusion of the initial leave of absence period. Such return shall be consummated within ten (10) days of the District's receipt of the request to return from the employee unless such request is made within the last two (2) weeks of the school year, in which case return shall be accomplished at the beginning of the next school year.
- F. No sick leave will be accumulated by an employee who is on an Extended Illness Leave.
- G. Health Leave of Absence as described in this section shall not be denied by the District except in circumstances where reasonable alternatives to such denial are unavailable and the denial is for good and sufficient reason based upon the educational requirements of the District.

ARTICLE 18: BEREAVEMENT LEAVE

- A. Teachers shall be entitled to the use of up to five (5) consecutive days of fully paid leave of absence in the event of the death of any member of his/her immediate family or up to seven (7) consecutive days of such leave if more than five hundred (500) miles of travel is required.
- B. No charge shall be made against the employee's sick leave account for the use of this leave.
- C. Bereavement Leave shall also be extended to an employee acting as a pallbearer.

ARTICLE 19: INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

An employee who has suffered an industrial illness or accident shall be entitled to a leave of absence subject to the following conditions:

- A. California Education Code Section 44984
- B. An employee shall report an industrial illness or accident as soon as possible (normally within one working day).
- C. An employee shall be entitled to no more than sixty (60) days of such leave, during which the schools of the District are required to be in session or when the employee would have otherwise been performing work for the District. Industrial accident leave shall be reduced one day for each day of authorized industrial accident leave.
- D. An industrial accident or illness leave shall commence on the first date of absence.
- E. Allowable industrial accident and illness leave shall not be accumulated from year to year.
- F. An industrial accident or illness as used in this paragraph means any job-related injury or illness.
- G. The District's report of an industrial accident or illness shall be kept on file in the Personnel office.
- H. The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the Board shall not deduct accumulated sick leave from the sick leave allotment of a certificated employee who is absent as the result of a validated industrial accident or illness. Upon termination of the sixty (60) days of Industrial Accident Leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary. In the event an employee continues to be absent from employment with an industrial accident for which no wage loss compensation is given, the employee will use available sick leave or other available leaves for the absences.
- I. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of the Governing Board, the employee shall endorse to the District wage loss benefit checks received under the Worker's Compensation laws of the State of California. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized deductions. Reduction of entitlement to leave shall be made only in accordance with this section.
- J. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the employee's position, the employee shall, be placed on a reemployment list for a period of 39 months. When available, and when medically able to return, during this 39-month period, the employee shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

ARTICLE 20: PERSONAL NECESSITY LEAVE

A. Personal Necessity Leave

1. Personal Necessity leave is deducted from a teacher's annual available sick leave.
2. Every teacher shall be entitled to use seven (7) days, only one of which may be a personal day, of his or her accumulated sick leave during each school year in case of personal necessity. (EC 44981)
3. Personal Necessity Leave shall be limited to circumstances serious in nature which the employee cannot reasonably be expected to disregard.
4. Personal Necessity Leave may be used for the following reasons:
 - a) Illness of a member of the employee's immediate family;
 - b) Accident, involving the employee's person or property, or the person or property of a member of his immediate family;
 - c) Appearance in court as a litigant; or as a witness under an official order;
 - d) Personal matters or business activity which cannot be conducted before or after the school day
5. In no case shall personal necessity leave be used for:
 - a) extension of a school holiday
 - b) extension of a teacher's vacation
 - c) personal vacation, hobbies, minor or occasional occupation, recreation, sports event or accompanying immediate family on trips or excursions
6. A teacher shall make his/her request on the Personal Necessity Leave Form to the immediate supervisor at least three (3) days in advance of taking such leave. If an emergency makes such advance notification impossible, the form will then be completed after the teacher's return to work. (See Appendix G, Personal Necessity Leave Form.)
7. Recognizing "Section C and Section D" above, personal necessity leave shall be granted at the discretion of the site principal or his/her assistant principal. A copy of this form will be given to the teacher prior to his/her leaving the site; then the site administrator will confidentially send a copy to the Personnel Office.
8. If the leave is denied by the site administrator, the teacher shall have the right of appeal to the superintendent. Discrepancies in decisions between administrators shall not result in the filing of a grievance by CUETA or the individual employee.

ARTICLE 21: PERSONAL DAY LEAVE

- A. A unit member shall be entitled to use one (1) day, from the seven personal necessity days, as personal day leave per year, non-cumulative, to be deducted from the teacher's sick

leave. The teacher shall notify the site principal at least twenty-four (24) hours in advance of taking such leave. The number of teachers utilizing this leave provision shall be limited to one (1) teacher per school site per day, except where a husband and wife teach at the same school site. This leave shall only be taken on a day that students are in attendance. This leave cannot be used for the following:

1. political activity or demonstrations
2. the first or last day of school.

ARTICLE 22: SHORT TERM LEAVE

- A. Upon approval of the principal, every teacher shall be entitled to three (3) days personal leave without loss of pay, where the employee pays the substitute only.

ARTICLE 23: JURY LEAVE

- A. A teacher shall be entitled to as many days of paid leave as are necessary in order to serve on any jury, appear as a witness in court or to respond to an official order from another governmental jurisdiction for reason not brought about through the connivance or misconduct of the employee.
- B. Stipends received by employees as a result of jury duty performed during a normal working day shall be endorsed over to the District and no reduction in normal pay, fringe benefits, or other benefits shall be imposed on the employee in any form.

ARTICLE 24: LEGISLATIVE LEAVE

- A. A teacher who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for a length of his/her term or terms in office.
1. When the above leave is concluded the teacher may be entitled to a certificated position within the District provided the teacher meets the following requirements:
 - a. The teacher possesses the necessary California Teaching Credential for the above described position, and
 - b. The teacher meets the requirements of the ESSA for the above-described position.
 2. The teacher on such leave shall not be entitled to any of the other benefits accorded by the paragraph (A) entitled "Miscellaneous Leaves", Article 28.

ARTICLE 25: SABBATICAL LEAVE

- A. Basic Qualifications
1. Any permanent, certificated employee of the District who has rendered at least seven (7) consecutive years of service to the District shall be eligible to apply for sabbatical leave for a period of one (1) year.
- B. Application Procedures
1. Applicants for sabbatical leave shall file a request with the District office no later than six (6) calendar months prior to the date the requested leave is

set to commence on forms provided by the District for this purpose.

2. The application must be approved by the Superintendent and the Board.

C. Application Criteria

An applicant for sabbatical leave under the provisions of this section must fulfill the following criteria in order to ensure serious consideration of his/her application:

1. Leave for study purposes
 - a. Shall submit a brief statement of any proposed travel itinerary.
 - b. Said itinerary must be so planned as to evidence specific ways in which the trip will contribute to the improvement of the applicant's services with respect to the particular educational field in which he is engaged.
2. A combination of study and travel will be allowed.
3. Split leave period
 - a. If it is necessary and if appropriate arrangements can be made, a sabbatical leave may be taken in two (2) separate six-month periods (provided that the leave is commenced and completed within a three year period.)

D. Indemnity Bond requirement

- a. The employee must file with the Board a suitable bond indemnifying the District for any salary paid the employee during the period of Sabbatical Leave in the event said employee fails to return and render two (2) full years of service in the District following the termination of the Sabbatical Leave, or in the event said employee fails to carry out the program of study or the itinerary of the trip approved by the Superintendent and the Board.
2. Failure of an employee to return and render service to complete the scheduled program of study or travel shall not result in a forfeiture of the bond when such failure was due to physical or mental disability.

E. Remuneration

1. While on Sabbatical Leave, the salary paid the teacher shall be the amount paid for Class I Step I of the current salary schedule for the District for the year in which such leave is granted.
2. The salary shall be paid in the same manner and at the same time that said employee would normally be paid were he/she teaching in the District.

F. Return to Duty

1. When the above leave is concluded the teacher shall be entitled to a certificated position within the District. The position the District offers must meet the following requirements:
 - a. The teacher possesses the necessary California Teaching Credential for the offered described position, and
 - b. The teacher meets the requirements of the ESSA for the offered position.

2. An employee returning from Sabbatical Leave will progress on the salary schedule the same as if he/she had remained in active service.

G. Limitation on Number of Participants

1. The number of employees on Sabbatical Leave during any one (1) semester shall not exceed two (2) personnel.
2. Should more than this number apply for leave for the same semester, consideration will be:
 - a. relative merits of reasons for requesting a leave
 - b. reasonable distribution of applicant's previous leave
 - c. priority of application
 - d. recency and number of applicant's previous leave
 - e. seniority.

In all matters not herein mentioned, the Education Code shall govern Sabbatical Leave. Any amendments to the Code affecting such leave shall become a part of this Agreement.

ARTICLE 26: ASSOCIATION LEAVE

- A. The Association shall be entitled to a maximum of one-hundred and twenty (120) hours annually, of non-accumulated paid leave, to utilize for state or national conferences or for conducting other business pertinent to Association affairs.
- B. The Association shall request approval at least two (2) days in advance to the Superintendent and principal by the exclusive representative of the Association.
- C. The Association shall reimburse the District for all costs of the substitute for leave under this article.

ARTICLE 27: LEAVES OF ABSENCE FOR OTHER PURPOSES

- A. Leaves of absence without pay for reasons other than those enumerated in leave articles may be granted, upon request of a certificated employee, at the discretion of the Board of Trustees.
 1. When the above leave is concluded the teacher may be entitled to a certificated position within the district. The position the district offers must meet the following requirements:
 - a. the teacher possesses the necessary California Teaching Credential for the offered described position, and
 - b. the teacher meets the requirements of the ESSA for the offered position
- B. Leaves of absence of up to five (5) days without pay for reasons other than those enumerated in leave articles may be granted, upon request of a certificated employee, at the discretion of the superintendent or designee.
- C. Leaves of absence without pay for reasons other than those enumerated in leave articles will affect STRS. A person acknowledges that by signing this line on the absence form

will affect their STRS.

ARTICLE 28: MISCELLANEOUS-LEAVES

- A. Unless otherwise provided in these Articles, a teacher on a paid leave of absence shall (a) receive credit for annual salary increments provided during his/her leave; (b) receive during his/her leave all other teacher fringe benefits including, but not limited to, insurance and retirement benefits, to the extent not expressly prohibited by law.
- B. When a teacher is absent and sick leave is used, the District will make every effort to hire a qualified, certificated, substitute teacher.
- C. The Board may extend any leave at its option.

ARTICLE 29: CATASTROPHIC SICK LEAVE

A. Creation

- 1. The Association and the District agree to create a Catastrophic Leave Bank effective with the ratification of the 2012-2013 Bargaining Agreement. The Catastrophic Leave Bank shall be funded in accordance with these terms as follows:
 - a. For the purposes of this article, a "day" shall be any day a unit member is expected to be on duty as determined by the terms of this agreement.
 - b. Days in the Catastrophic Leave Bank shall accumulate from year to year.
 - c. Days shall be contributed to the Bank and withdrawn from the bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.
 - d. The Catastrophic Leave Bank shall be administered by the Association.

B. Definition of Catastrophic Illness/Injury

- 1. In order to be considered catastrophically ill or injured within the context of this article, a bargaining unit member must meet all of the following conditions:
 - a. The bargaining unit member has sustained a serious illness or injury; and/or the bargaining unit member must be off work (not actually rendering service to the District) for purposes of caring for a seriously ill parent, child, or spouse, or other immediate family member as defined by Article 3 due to their personal serious health condition.
 - b. Such illness or injury is expected to incapacitate the bargaining unit member and prevent the bargaining unit member from returning to work for at least 10 duty (consecutive or intermittent) days; and
 - c. The bargaining unit member has already exhausted all available paid leave excluding sub differential leave.

C. Eligibility and Contributions

- 1. All unit members on active duty with the District are eligible to contribute to the

Catastrophic Leave Bank.

2. The Association shall be responsible for the enrollment of all unit members who wish to donate to the Catastrophic Leave Bank. The Association shall submit copies of enrollment forms to the District Personnel Office, which shall maintain a record of all participants.
3. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank. Members shall be required to contribute one time to be eligible to withdraw from the Bank.
4. Contributions shall be made between July 1 and October 1 of each school year. Those unit members joining the Catastrophic Leave Bank for the first time and those returning from leave shall be required to contribute one day to the bank, when one day of leave is accrued. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The Association shall supply enrollment forms for the Catastrophic Leave Bank for all new unit members and those unit members returning from leave.
5. The rate of contribution by each participating unit member shall be one (1) day of sick leave that shall be deemed to equate to the legal minimum required by Education Code Section 44043.5.
6. The Association shall request for additional days of contribution if the number of days in the bank falls below twenty-five (25). Catastrophic Leave Bank unit member participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the bank.

D. Withdrawal from the Bank

1. Catastrophic Leave Bank participants whose sick leave is exhausted may withdraw from the Bank for catastrophic illness or injury.
2. If a reoccurrence or a second illness or injury incapacitates a unit member or member of the unit member's family within 12 months, it shall be deemed catastrophic after five (5) consecutive days.
 - a. Thus, for example, a unit member who used the Bank, after exhaustion of sick leave, for 25 days to care for his/her spouse who dies of cancer, and, after returning to work, suffers a heart attack, shall be deemed to have a second catastrophic illness and may again withdraw from the bank after five (5) consecutive days off work.
3. If a unit member is incapacitated, applications may be submitted to the Association by the participant's agent or member of the unit member's family.
4. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than 30 duty days. Unit members may submit requests for extensions of withdrawals as their prior grants expire. A unit member's withdrawal from the bank may not exceed the statutory maximum period of twelve (12) consecutive months.
5. Unit members applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the

illness or injury and the probable length of absence from work. The Association shall keep information regarding the nature of the illness confidential.

6. Leave from the Bank may not be used for illness or disability which qualifies the unit member for worker compensation benefits unless the unit member has exhausted all worker compensation leave, and his/her own sick leave. If a request for Workers' Compensation benefits is challenged, the unit member may request catastrophic leave from the association provided that all other paid leave has been exhausted. Should the claim result in approval under industrial accident, the District will reimburse to the Bank the days accounted for under the catastrophic leave allowance.
7. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Association is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever.
8. Withdrawals shall become effective immediately upon the exhaustion of sick leave.
9. Catastrophic Leave Bank unit member participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within 30 days of denial, appeal, in writing, to the Executive Board of the Association. The Executive Board of the Association shall hold a hearing within 15 days. The Executive Board shall issue a confidential written decision within fifteen (15) duty days of the hearing. If the unit member's incapacitation does not allow participation in this appeal process, the unit member's agent or member of the family may process the appeal.

E. Administration of the Bank

1. The Association shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the unit member participants, to the Association, and to the District.
2. The Association's authority shall be limited to administration of the Bank. The committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.
3. Applications shall be reviewed and decisions of the committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
4. The Association shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.
5. The Association shall notify the District annually of who has donated to the Catastrophic Leave Bank, and the District will deduct those days from each unit member who has donated. By the first week of October of each school year, the Association shall notify the District of the following:
 - a. The total number of accumulated days in the Bank on June 30th of the previous year.
 - b. The number of days contributed by unit members for the current year

- c. The names of participating unit members.
 - d. The total number of days available in the Bank.
 - e. When a unit member is granted sick days from the Catastrophic Leave Bank, the Association shall notify the District in writing of the name of the unit member and the number of days granted.
6. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.
7. Article 29, Catastrophic leave, is not subject to grievance under Article 42.

ARTICLE 30: TEACHER TRAVEL

- A. Members of the bargaining unit shall not be assigned to more than one (1) school site so as to require interschool travel during the school day, unless it is a job requirement.
- B. Teachers who are requested and agree to use their own vehicles in the performance of duties for the District, whether for travel from one (1) assigned work site to another, for field trips or for any other business of the District, shall be reimbursed for mileage at the approved District rate as established by the Internal Revenue Service (I.R.S.).
- C. The District will develop a uniform mileage chart for commonly traveled destinations.

ARTICLE 31: TEMPORARY TEACHERS

- A. Sections 44919 through 44921 of the California Education Code are incorporated into this Agreement (See Appendix E).
- B. A temporary teacher is a teacher who is hired to replace a teacher on any leave for a period of one year but not less than one semester during a school year. As such, he or she is entitled to all rights of teachers within this District, excluding rehiring for the succeeding school year unless seventy-five (75%) of previous school year was served and a position is available.

ARTICLE 32: PRE-RETIREMENT PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

- A. The parties agree that the District may participate in the pre-retirement reduced work load program as defined in Education Code Sections 44922 and 22724.
- B. Eligibility
 - 1. The employee must have reached the age of fifty-five (55) prior to his/her reduction in workload, and be no more than the age at which Medicare retirement begins at the time the contract is entered.
 - 2. The employee must have been employed full-time in a position requiring certification for at least ten (10) years of which the five (5) years immediately prior to entrance into the program were full-time employment in the District.
 - 3. The option of part-time employment must be exercised at the request of the

employee and can be revoked only with the mutual consent of the employer and the employee.

4. Be receiving a salary no more than that of a principal.

C. Applications:

1. Anyone interested in this program should contact the District for additional clarification and/or requirements.
2. The teacher shall apply in writing.
3. All requests shall be reviewed by the Superintendent who will make recommendations to the Board.

D. Remuneration:

1. Salary shall be proportionate to the time served, but that time shall not be less than one-half on an annual basis.
2. The teacher shall retain all other rights and benefits for which the teacher makes payment that would be required if the teacher remained in full-time employment, and the health benefits provided in Section 53201 of the Government Code as if the teacher were full time.

E. Contract:

1. Eligible teachers shall sign a contract for a period of not more than five years. The expiration date of the contract shall be the teacher's retirement date.
2. A teacher who has entered into a contract with the District to participate in the part-time employment program on or before April 15, shall have five (5) days from the date of his/her signing the contract to revoke such contract.
3. The contract may be revoked by mutual consent at any time, and the teacher may return to full-time service.

F. Terms:

1. The contract terms shall not extend beyond June 30 of the year when Medicare retirement begins.
2. The teacher may terminate the contract in any year prior to the full-term, resignation or retirement.

ARTICLE 33: EARLY NOTIFICATION OF RETIREMENT AND PART-TIME EMPLOYMENT

- A. In order to participate and be eligible for the early retirement incentive, an employee must meet the following qualifications:

B. Qualifications

1. Must be between the ages of fifty-five (55) and the age at which Medicare retirement begins.

2. Must have at least ten (10) consecutive years of full-time certificated service in the Central Union Elementary School District immediately prior to early retirement notice. A year of full time service is deemed as the employee having served at least 75 % of the school year in a full time (100%) teaching capacity in order for the year to be deemed a complete year. Partial year service shall not be used to accumulate a full year of credit service.
 3. In the event the School Board grants and approves an unpaid leave of absence for an employee, the employee will not be required to re-establish a new start date upon return from the leave. However, the time off under the Board approved leave, may not be used in the calculation toward the total of 10 consecutive years of service.
 4. In order for retirement notification, the employee must have 10 years of service credit while employed by the Central Union School District.
- C. Should an eligible employee render notice to the District of pending retirement the following shall occur:
1. Employee will submit an irrevocable letter of resignation along with the District adopted separation form (PF-21b) by December 15th of that school year, for the purpose of retirement at the end of that school year.
 2. Employee shall receive a payment of \$1000.00 during the last pay warrant for the year (July). Said funds will not be counted toward retirement credit.
- D. Upon early retirement, at the District's option and if requested by the employee, the District may enter into a contract with an individual bargaining unit member. Such contract shall specify employment in accordance with the provisions contained in the California Education Code.
- E. The District reserves the right to specify the work assignment for this contract.

ARTICLE 34: EMPLOYEE BENEFITS

PART ONE: BASIC BENEFIT PROGRAM

- A. For the 2021-22 insurance plan year, the District will support the cost of Employee Benefit Plan and Life Insurance at a funded amount of \$1,383.23 a month. This amount will go into effect upon ratification of the CUETA membership, and final acceptance/adoption by the Central Union School Board of Trustees. This is a permanent contribution amount on the District funded health care contribution level.
- B. The Board shall work with "School Employees Trust – Tulare County (SET-TC) SISC III to provide Health Benefits. In the event the above vendor is not used both parties agree to renegotiate this section of the contract.
- C. The District will work with The Standard to provide "Plan VI" life insurance. In the event the above vendor is not used both parties agree to renegotiate this section of the contract.

PART TWO: CURRENT EMPLOYEES

- A. Employee Benefit Plan and Life Insurance will go into effect beginning October 1st of the plan year.
- B. The employee's cost for the plans will be deducted monthly through payroll deductions.

PART THREE: RETIRED EMPLOYEES

- A. The District shall continue to provide the annual fringe benefits entitlement for insurance coverage as described in Part One Paragraph A.1 above for persons who have retired from the District (including their eligible dependents) when such persons meet the following qualifications:
 - 1. Are at or over the age of fifty-five (55).
 - 2. Must have at least ten (10) consecutive years of full-time certificated service in the Central Union Elementary School District immediately prior to early retirement notice. A year of full time service is deemed as the employee having served at least 75 % of the school year in a full time (100%) teaching capacity in order for the year to be deemed a complete year. Partial year service shall not be used to accumulate a full year of credit service.
 - 3. In the event the School Board grants and approves an unpaid leave of absence for an employee, the employee will not be required to re-establish a new start date upon return from the leave. However, the time off under the Board approved leave, may not be used in the calculation toward the total of ten (10) consecutive years of service.
 - 4. In order for retirement notification, the employee must have ten (10) years of service credit while employed by the Central Union School District.
 - 5. This section shall take effect for employees hired after September 1, 1992. For those hired prior to September 1, 1992, employment for a minimum of five years will make one eligible.
 - 6. Contracted benefits for eligible retired persons may be modified through negotiations with current employees. Benefits in Article 33, Part Four, A shall be the same as those in Article 33, Part One, A. 1.
 - 7. Have retired under the provision of the State Teachers Retirement System.
 - 8. Have, along with their eligible dependents, enrolled in Medicare Part "A" if and when entitled to such coverage as provided without further cost to the retiree, by social security.
 - 9. Have, along with eligible dependents, enrolled in Medicare Part "B" if and when entitled to such coverage as provided without further cost to the retiree by social security.
- B. The indicated entitlement for benefits shall continue throughout the lifetime of the retired employee, or until Medicare eligibility begins, whichever comes first.
- C. Any member of the Bargaining Unit who is fifty-five years of age or older and leaves the employ of the District, but who is not qualified for the benefits described in Part Four, A, above shall be entitled to continue his/her medical coverage under regular employee

insurance programs by payment of the appropriate premium amounts by depositing twelve (12) checks, predated consecutively by month, with the District by August 31st of each year until Medicare eligibility begins.

PART FOUR: SURVIVOR BENEFITS

- A. The surviving spouse of a deceased employee and any eligible dependents (as determined by the group policy) of such spouse may, at his/her election, remain enrolled in the insurance programs set forth in Part One, A. 1 above.
- B. This benefit is restricted only to the spouse and dependents, if any, of persons who die while an employee of the District or while on an approved leave from such employment.
- C. The survivor's premium payments for such continued coverage shall be paid by depositing twelve (12) consecutively predated checks by month with the District by August 31st each year unless other arrangements are mutually agreed upon by the survivor and the District.

PART FIVE: ADDITIONAL ELIGIBILITY PROVISIONS

- A. Should the employment of a teacher who has been employed for seventy-five percent (75 %) of the year terminate following the last day of the school year and before the commencement of the ensuing school year, such employee shall be entitled to continued paid coverage under employee benefits listed in this article until September 30th of the ensuing school year.
- B. In the event that a terminating employee does not meet the seventy-five percent (75%) requirement specified in #1 A above or should an employee's employment be terminated during the school year, he/she shall be entitled to paid coverage under the above provisions until no later than the end of the payroll period following the date of termination.
- C. Part-time employees (20 hours or more per week) on a regular contract shall be fully entitled to the insurance coverage described in Part One Paragraph "A" above.
- D. Teachers on Board approved unpaid leave of absence may continue, on a month-to-month basis, the insurance coverage described in Part One Paragraph "A" above, provided that they deposit with the District by August 31st of each school year twelve (12) checks predated consecutively by month.

PART SIX: MISCELLANEOUS

- A. The Board shall reimburse teachers for loss, damage or destruction of clothing or personal property which is, of necessity, worn, used or otherwise maintained at the work site while the employee is in the performance of services for the District if such loss, damage or destruction is sustained through causes other than normal wear and/or than the negligence of the employee. The District may, at its option, replace or repair the lost, damaged, or destroyed property provided that the repaired or replaced property is equal in condition/quality to the original.
- B. Teachers may participate in the tax-sheltered annuity of their choice with the District providing payroll deduction for this purpose.

ARTICLE 35: MAINTENANCE OF BENEFITS

- A. The District shall not reduce or eliminate any benefits or professional advantages which were enjoyed by teachers as of the effective date of this Agreement unless provided by the express terms of this Agreement.

ARTICLE 36: NEW EMPLOYEE NOTIFICATION PROCESS TO ASSOCIATION

A. Notification of New Hires to Association

- 1. The District shall provide the Association notice of any newly hired certificated employee within thirty (30) days of date of hire or by the first pay period of the month following hire, which may occur via an electronic mail (Gov. Code §3558).

B. New Employee Information

- 1. The following new bargaining unit member information shall be delivered in digital format via email to the Association President’s work email address on file, no later than 30 days after the date of hire:

- i. Name
- ii. Job Title
- iii. Grade Level/Assignment
- iv. Work site
- v. Home Address
- vi. Work phone
- vii. Home phone
- viii. Personal cellular phone
- ix. Personal Email Addresses

- 2. Periodic update of contact information shall be provided to the Association President with a list of the information as outlined in B:1 for all employees in the bargaining unit on or before the following dates – August 1, December 1, and April 1, of each school year.

C. New Employee Orientation

- 1. “New employee orientation” means the onboarding process of newly hired employees, in which employees are advised of duties and responsibilities,
- 2. The District will provide an annual new bargaining unit member orientation for all newly hired bargaining unit members prior to the beginning of the commencement of the school year.
- 3. Any bargaining unit member(s) hired after the start of the school year shall be provided an in-person orientation/onboarding meeting within twenty-one (21) calendar days from the date of hire.
- 4. 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 and vice president no later than ten (10) calendar days in advance of the annual orientation meeting(s). A shorter

notice may be provided in a specific instance where there is an urgent need critical to employer operations that were not reasonably foreseeable (Gov. Code §3556).

5. The Association shall be provided a minimum of thirty (30) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings at the end of the District scheduled orientation meeting. The Association meeting will be conducted outside of the presence of any District representative.

D. Dispute Resolution

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

E. Severability

1. The provisions of this article are severable. If any provision of this article or its application is held invalid based upon applicable law, rule, regulation or order issued by governmental authority, other than the District, that holding shall render invalid or restrain compliance with or enforcement of this article provision.
2. In that instance, the invalidity of this article shall not affect other provisions or applications that can be given effect without the invalid provision or application, and all other provision contained within the Agreement, unaffected by governmental authority shall remain in full force and effect.

ARTICLE 37: SAVINGS AND STATUTORY CHANGES

- C. If any provision of this Agreement or any application thereof to any teacher is held to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
- D. It is agreed and understood that there will be no strike of the District by the Association or by its officers, agents or members during the term of this Agreement.
- E. Any mandated changes in teacher benefits which are brought about by the amendment or addition of statutory guarantees in California or federal law shall be incorporated into this Agreement.
- F. Any permissible changes in teacher benefits which are brought about by the amendment or addition of state or federal law may be incorporated by negotiations which may be initiated by either side. Negotiations shall occur at mutually agreeable times.
- G. This Document constitutes the entire agreement between the parties and concludes meet and negotiation on any subject, whether included here or not, for the term of this Agreement, except for any specifically negotiable items, if any, as contained in Article I of this contract.

ARTICLE 38: SALARIES

- A. For the 2021-2022 school year, the salary schedule will be adjusted based upon a 3.50% increase. This salary schedule adjustment will be permanently applied to the schedule and retroactive to July 1, 2021.
- B. For the 2021-2022 school year, the District shall provide all Association bargaining unit members employed with the District as of the date this Agreement is approved by the Governing Board of the District, a one-time, off salary schedule payment equal to two percent (2%) of the unit member's annual base salary as listed on the 2021-2022 Certificated Employee Salary Schedule, less all applicable taxes and deductions. This one-time payment will be paid during the first feasible payroll cycle following final ratification and approval of this Tentative Agreement by both parties. Neither the District nor the Association makes any representations regarding the tax or retirement consequences of this payment.

ARTICLE 39: EXTRA-CURRICULAR DUTIES

- A. These articles shall not be interpreted as preventing or discouraging a teacher from providing professional services without cost to the District.
- B. Participation in Outdoor Education shall be voluntary. A certificated staff member participating in outdoor education shall be entitled to one (1) non-cumulative day of leave. Utilization of this day will be taken at the discretion of the recipient and with five (5) day prior approval of the principal.
- C. District/Site Sponsored Extracurricular Activity:
 - 1. Participation in extracurricular activities shall be voluntary.
 - 2. Coaches must have current CPR and First Aid during the season in which they are coaching.
 - 3. The District/Site will determine the number of teams allowed during each season.
 - 4. A maximum of one stipend per coach per season is allowed. In the event that a coach is supervising a parent volunteer or overseeing more than one team, a maximum of one stipend per sport per season is allowed.
 - 5. Extracurricular duties (i.e., coaching sports) are not part of academic instruction, and shall occur outside of the instructional day.
 - 6. Compensation for extracurricular duties (coaches) is based upon a determined percentage off of Step I-1 of the certificated salary schedule.

	Extra-curricular Activity	Number of Teams per site	Maximum Number of Coaches	Stipend per coach Percent based upon Step I-1 of cert salary
Fall	Flag Football	2	2	1.75%
	Volleyball	2	2	1.75%
	Cross Country (Intermediate)	1	1	0.50%
Winter	BASKETBALL			
	Basketball	4	4	1.75%
Spring	TRACK			
	Track (Jr High)	1	3	1.75%
	Track (Intermediate)	1	2	1.75%

ARTICLE 40: ACADEMIC INTERVENTION, INSTRUCTIONAL LEADERSHIP, CO-CURRICULAR ACTIVITIES

A. Academic Intervention

1. Anticipated vacancies shall be posted by the District.
2. When staffing school and grade level specific interventions, preference will be afforded to staff members at the site and grade level for which the intervention has been proposed.
3. Bargaining unit members shall be given first consideration in filling Academic Intervention assignments (i.e., Summer School, Saturday School, Academic Intervention, Home and Hospital) hourly rate for academic interventions will be compensated at a rate of \$45/hour.

B. Co-Curricular and/or Professional Development Activities

1. Attendance at mandatory professional development activities, which outside the teacher work day will be compensated at a rate of \$45/hour.
2. Certificated staff who voluntarily participate in non-mandatory professional development activities which occur outside the work day will not be compensated. However, registration fees for such professional development activities may be covered by site and/or District funds at the discretion of the administration.
3. Any fees which may be assessed for academic credits from a college or university and subsequent applicability toward step advancement on the salary schedule must be paid by the certificated staff member.
4. Certificated staff who are requested by the District to engage in curriculum development, which occurs outside the teacher work day, will be compensated at a rate

of \$45/hour.

C. Teacher or Mentoring of Certificated Staff

1. Certificated staff who serve in a capacity of teaching other certificated staff members (i.e., inservices or professional development activities) or who serve as PAR mentor teachers will be compensated at a rate of \$65/hour.

D. Districtwide Grade Lead Teacher (Districtwide Professional Learning Community - PLC)

1. The District Administration retains the right to determine the District focus of the grade level leads, and to select and secure the Districtwide grade level lead teacher.
2. A selected Districtwide Lead Teacher is not required to accept the nomination from the District.
3. The District retains the right to determine the needed number of Districtwide Grade level leads and has the right to decide grade level and or content level leads necessary based upon District needs.
4. Districtwide Lead Teachers will maintain the responsibilities of facilitating the collaboration of grade-level District meetings; serving as representative to District; organizing and maintaining Districtwide PLC records and resources, and will serve as a voting member of the Curricuology committee.
5. Districtwide Lead Teachers will facilitate a maximum of eight (8) Districtwide grade or content level meetings during each school year.
6. Districtwide Lead Teachers will participate in maximum of four (4) Curricuology meetings during each school year.
7. In recognition of the responsibilities of the Districtwide Lead Teacher, the certificated staff member will receive an annual stipend of \$1000 per year, payable in two installments of \$500 (December and June).

ARTICLE 41: CALENDAR

- A. Each teacher will be provided with an annual District Calendar.
- B. The Association President or his/her designee will provide input on the establishment of the District Calendar to the District Superintendent no later than November 1, for the specific calendar for the following year.
- C. In development of the District Calendar, the District will consider the following days as minimum student days, provided that the necessary annual instructional minutes are maintained within the Calendar year:
 1. Day before Thanksgiving (this minimum day would be provided in the event the week at Thanksgiving is no longer developed as a non-work week)
 2. Day before Winter Recess
 3. Day before Spring Recess

- D. Current District Calendar information may be obtained by visiting the District's website.

ARTICLE 42: GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim that there has been a violation or misinterpretation of this Agreement.
2. A "grievant" is the person making the claim, or the Association.
3. "Day", unless otherwise defined, means a day when schools are in session excluding summer session, intersession and Saturday School, but including contracted non-student days.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted with or without intervention by the exclusive representative.
3. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums, and efforts should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
4. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

C. Procedure

1. Informal Procedure

An aggrieved person shall first discuss the grievance with the appropriate principal or immediate supervisor either directly or through the Association's designated Grievance Representative. The parties will attempt to resolve the issue through this informal procedure within a period of five (5) days.

2. Formal Procedure

a. Level One

- (1) If the aggrieved person is not satisfied with the disposition of the grievance through the informal procedure, he may submit a written

grievance to his supervisor and the superintendent within ten (10) days after disposition at the informal level.

- (2) Within ten (10) days after receipt of the written grievance, the Superintendent shall provide the employee with a formal, written response to the grievance.
- (3) If the Superintendent does not respond within the time limits, or the grievant is not satisfied with the disposition of said grievance, the grievant may appeal to the Board.
- (4) Within the above time limits, either party may request a personal conference to discuss the grievance further. Either the grievant or the immediate supervisor may have a representative present at such a conference.

b. Level Two

If the aggrieved person is not satisfied with the decision rendered under level one, within ten (10) days after receipt of the Superintendent's written decision, he may request that the Association submit the grievance to mediation with a mediator designated by the State Mediation and Conciliation Service. In the event this level does not resolve the grievance, any proposed remedies submitted by either party or the mediator may not be used or referred to if the grievance is taken to Level Three, Arbitration.

c. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or Two, he may, within ten (10) days after disposition or failure to respond by the Board, or its designee, request in writing that the Association submit his grievance to arbitration. The Association, by written notice to the Superintendent, within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance to binding arbitration.

- (1) If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he has had an opportunity to hear the merits of the grievance.
- (2) The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within twenty (20) days of the Association's submission of the grievance to arbitration, the parties shall request the California State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.
- (3) The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusion on the issue submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law

or which is violative of the terms of this agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper. The decision of the arbitrator will be final and binding upon the parties of this agreement.

- (4) All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his travel and subsistence expenses and the cost of any hearing room will be borne equally by the board and the Association. All other costs will be borne by the party incurring them.

D. Miscellaneous

1. If a grievance arises at a level above the principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent and the exclusive representative directly, and the processing of such grievance will be commenced at Level One.
2. Decisions rendered at Levels One, Two and Three of the Grievance Procedure will be in writing setting forth the decision and reasons therefore and will be transmitted promptly to all parties in interest and the exclusive representative. Time limits for appeal provided in each level begin the day following receipt of written decision by the parties in interest.
3. When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the work day, he/she will, upon notice to his/her principal or immediate supervisor by the President of the Association, or his/her immediate designee, be released without loss of pay in order to permit participation in the foregoing activities. Any teacher who is requested to appear in such investigations, meetings or hearings as a witness will be accorded the same right.
4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, will be prepared jointly by the employer and the exclusive representative and given appropriate distribution by the exclusive representative so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the employer.

ARTICLE 43: MISCELLANEOUS PROVISIONS

- A. All teachers who participate in the production of tapes, publications or other produced educational material shall retain residual rights should they be copy written or sold by the Board unless produced under federally funded programs where no material may be called personal.
- B. If a school site's supplies are low, every effort will be made to share supplies available within the District.
- C. The Association shall have the right to submit its views to the governing board on any

changes of District policy outside of the contract, or on any other matter, and that the Association shall be provided copies of all public materials which are presented to board members at the same time these materials are presented to the board.

- D. The board agrees to give a copy of all proposed policies or policy changes to three (3) people (designated by the Association) forty-eight (48) hours in advance of the first reading. Adoption of all Board policies or policy changes will occur at the regular monthly Board meeting following the first reading. Provisions will be given for public comment before a Board vote on policy or policy changes. In the event of an emergency, this notification procedure may be changed by mutual agreement of the Board and Association designees. Every attempt will be made to notify the three (3) people designated by the Association.

ARTICLE 44: INDEPENDENT STUDY

- A. The District will attempt to give a minimum of seven (7) calendar days notice for independent study contract lessons. With less than seven calendar days notice, teachers will attempt to meet the needs of students. The principal or assistant principal must consult with the involved teacher(s) and shall attempt to determine that the subject child and parent will, with a high degree of probability, fulfill the contract, prior to the decision to implement same.

ARTICLE 45: DUE PROCESS FOR DISCIPLINE LESS THAN DISMISSAL

Disciplinary action in the form of dismissal shall be in accordance with the appropriate provisions of the Education Code. Discipline for less than dismissal shall be for “just cause” imposed in accordance with the following procedures:

- A. Certificated employees may be disciplined only for just cause resulting from violations of the Education Code, breach of contract, violations of other laws or regulations, or for violations of Board policies and administrative regulations which could result in dismissal.
- B. The formal discipline procedures set forth in step three (3) of this Article generally will be used only if the District has progressed through either step one discipline (Warnings) or step two discipline (Written Reprimands) except for conduct which is of such a nature that it injures or threatens to injure the safety of pupils, employees or others, or causes substantial disruption to the educational program, or as otherwise required or provided by law. Immediate suspension with or without pay may be utilized by the District for those reasons specified in the Education Code or where the severity or nature of the misconduct so justifies such action.
 - 1. Step 1 Discipline. Verbal or Written Warnings. At the time a Verbal or Written Warning is given, the principal or immediate supervisor shall discuss and clarify the specific violation, act and/or omission with the employee. The employee shall be given clear direction as to the District’s expectations and requirements for improvement.
 - 2. Step 2 Discipline. Written Reprimands. If the conduct warrants a written reprimand or if an employee repeats the specific violation, act and/or omission for which a Verbal or Written Warning has been given, or fails to take the required pro-active corrective measures, or commits a separate violation, act and/or omission, then the site principal shall administer a Written Reprimand to the employee which shall be entered into the employee’s personnel file. If a Written Warning had previously been issued, the Written Warning shall be attached to the Written Reprimand and

also placed in the employee's personnel file.

3. The District shall attempt to follow step one (1) discipline (Warnings) prior to issuing step two (2) discipline (Written Reprimands) but shall not be required to do so if the employee's conduct justifies a Written Reprimand without a prior warning.
 4. Step 3 Discipline. Suspensions without Pay. If an employee repeats a specific violation, act and/or omission for which a Verbal or Written Warning or Written Reprimand has been given, or fails to take the required pro-active corrective measures, or commits a separate violation, act and/or omission justifying initial step three (3) discipline, then the Superintendent or his designee shall recommend appropriate discipline up to and including a 15 day suspension without pay. Suspensions without pay shall be made subject to the following:
 - a. Prior to administering suspension without pay, the District shall provide notice to the employee and give the employee an opportunity to meet with the Superintendent/Designee. Notice of Suspension without Pay shall include a statement of the violation(s), incident(s) and/or misconduct forming the basis for disciplinary action, and a statement of the discipline to be imposed. The employee shall be given five (5) working days within which to reply, in writing. Except where the circumstances warrant an immediate removal of the employee, the proposed suspension without pay shall not be imposed until after the employee's written reply has been received and given consideration by the Superintendent/Designee, or until the time for filing a written reply has expired.
 - b. As part of the employee's response, the employee may request the proposed suspension be subject to mediation. The parties shall contact the State Mediation and Conciliation Service and request the services of a mediator. The mediator shall schedule a meeting at a mutually agreeable time. Any offer of compromise by either party may not be used or referred to for any purpose if the dispute is not resolved through mediation. Except where the circumstances warrant an immediate removal of the employee, the proposed suspension without pay shall not be imposed until exhaustion of the mediation process. If the dispute is not resolved through mediation, the parties will proceed in accordance with sections c. and d. below.
 - c. The suspension without pay shall be subject to a disciplinary hearing, upon request of the employee. An employee shall be entitled to a hearing on such discipline only if a written request is filed by the employee with the Superintendent not later than ten (10) working days of receiving the Notice of Formal Discipline or five (5) days after filing a written reply, whichever is later. If no hearing request is timely filed, the District shall administer the suspension without pay during the next pay period.
 - d. A disciplinary hearing on a recommended suspension without pay shall be held before the Governing Board or designated hearing officer. The decision of the Governing Board shall be in writing and shall be final.
- C. At any step in the above process, the employee is entitled to be represented by a representative of the Association, or anyone of his/her choosing.
- D. The elements of the process shall be administered as soon as reasonably possible in relation to the questioned acts or omissions.

- E. Nothing in this Article shall preclude the District and an employee from agreeing to a specific type or level of discipline.
- F. Nothing in this Article shall preclude an employee from responding in writing to derogatory written material placed in an employee's personnel file.
- G. Discipline pursuant to this Article shall not be subject to the grievance process or procedures outlined in the Collective Bargaining Agreement.
- H. By May 1st of any school year, either CUETA or the District has the right to rescind Article 45, Due Process For Discipline Less Than Dismissal. If not rescinded by May 1st, this section continues in effect for the following school year.

ARTICLE 46: PEER ASSISTANCE AND REVIEW (PAR)

- A. The Article and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Central Union Elementary School District ("Board") and the CUETA ("the exclusive representative"), an employee organization affiliated with the CTA and NEA.
- B. This Agreement is entered into pursuant to "there shall be a Peer Assistance and Review (PAR) Program, hereafter referred to as "Program", for all teachers. The PAR Program shall provide assistance in the areas of subject matter, teaching methodology, and teaching strategies.
- C. This Agreement shall remain in full force and effective July 1, 2021 until June 30, 2024.

1.0 Peer Assistance and Review (PAR) Program Components

- 1.1 There shall be a Peer Assistance and Review (PAR) Program, hereafter referred to as "Program", for all teachers. The PAR Program shall provide assistance in the areas of curriculum, teaching methodology, teaching strategies and classroom management.

1.1.1 Permanent or Probationary or Temporary Teacher Assistance ("Participating Teacher"): This component shall provide peer assistance to teachers who receive a "Does Not Meet District Standards" evaluation based upon current Contract language.

1.1.1.1. Teachers receive a "Does Not Meet District Standards" evaluation will be referred to the PAR Program by the principal of their site.

1.1.1.2. Teachers who are in the PAR Program because they received a "Does Not Meet District Standards" will be referred to hereafter as a "participating teacher".

1.2 Peer Assistance and Review Panel

1.2.1 The PAR Panel shall not be a standing committee, and will only be developed based upon the need for services to be provided to participating teachers.

1.2.2 The Program shall be governed by the PAR Panel composed of four (4) certificated

teachers and three (3) certificated administrators. The teachers shall always number at least one more than the number of administrators.

- 1.2.3 Teacher Representatives - Panel Selections for teacher representatives shall be conducted at the site level, and will be based upon voluntary participation of the panel member, and selected by a vote of staff at the respective school site. Each school site shall have one (1) teacher representative on the PAR Panel. Teachers are elected by secret ballot conducted at their respective school site. Qualifications for the teacher members of the Panel shall be the same qualifications as those of the consulting teachers.
- 1.2.4 Administrative Representatives – Administration representatives to the Panel shall consist three (3) certificated administrators. The administrators serving on the Panel shall be selected and assigned at the discretion of the superintendent.
- 1.2.5 A quorum for Panel meetings shall be two-thirds of the membership. Decisions shall be made by a consensus whenever possible. Should a vote be required, action will be determined by a majority vote, of which at least one majority vote shall be that of an administrator.
- 1.2.6 Panel members will be selected by May 15th of the year for the following year in which a participating teacher(s) has/have been identified to participate in the Program.
- 1.2.7 The PAR Panel shall be responsible for:
 - 1.2.7.1 Establishing its own rules of procedure;
 - 1.2.7.2 Selecting its own chairperson;
 - 1.2.7.3 Attending appropriate training for PAR panel members;
 - 1.2.7.4 Creating an appropriate list of consulting teachers;
 - 1.2.7.5 Selecting consulting teachers by June 1st;
 - 1.2.7.6 Matching consulting teachers and participating teachers based on mutual consent;
 - 1.2.7.7 Arranging appropriate training for the consulting teacher as needed;
 - 1.2.7.8 Receiving referrals for participating teacher from principals;
 - 1.2.7.9 Accepting or rejecting voluntary requests for assistance or mentoring from individual teachers;
 - 1.2.7.10 Making any decisions about eligibility for the Program;
 - 1.2.7.11 Sending written notification of participation in the PAR Program to the participating teacher, consulting teacher, and the site principal.
 - 1.2.7.12 Meeting at least three (3) times annually to review the work of the consulting teachers and their caseload. The Panel will meet during non-student hours. Regular meetings of the PAR Panel shall be held within the 3:00 p.m. to 4:00 p.m. time. The PAR Panel service shall be considered an adjunct duty. Monitoring the work of consulting teachers and their documentation;
 - 1.2.7.13 Reviewing consulting teacher reports;
 - 1.2.7.14 Monitoring the progress of the participating teacher's peer assistance, including making reports to the Board of Education regarding the PAR Program participants, and informing the Board

of the names of the PAR participants who have not satisfactorily participated in the PAR Program. All reports pursuant to this provision shall be made to the Board not later than the February Board meeting of the school year in which the PAR Program was utilized to assist a teacher.

1.2.7.15 Recommending a budget for the Program which uses approved funds, subject to Board approval.

1.2.7.16 Annually evaluating the impact of the Program in order to improve its effectiveness. The program evaluation shall be presented to the Board of Education at a regular meeting no later than May of each school year.

1.2.8 A Panel member shall neither participate in discussion nor vote on any matter in which he or she has a personal conflict of interest.

1.3 Consulting Teacher

1.3.1 Upon receiving applications, the panel will create a list of consulting teachers from which eligible participants must be matched. Not all selected consulting teachers may be matched with an eligible participant.

1.3.1.1 The number of consulting teachers shall be determined by the number of eligible participants in the PAR Program based on available funding.

1.3.2 Consulting teachers shall be selected on a yearly basis.

1.3.2.1 The work of a consulting teacher will be evaluated annually by the Panel. The documentation of such an evaluation shall not be made a part of a personnel file, except upon the written consent of the consulting teacher.

1.3.3 No teacher shall serve as a consulting teacher and a PAR Panel member at the same time.

1.3.4 The position of a consulting teacher is not to be viewed as part of the career ladder for an individual who seeks to be an administrator within the District.

1.3.5 Consulting teachers must be selected by the PAR Panel.

1.3.6 In order to be selected as a consulting teacher, a teacher must possess the following qualifications:

1.3.6.1 A credentialed teacher with permanent status;

1.3.6.2 Five years of consecutive classroom experience;

1.3.6.3 Demonstrated exemplary teaching ability as provided by Education Code Section 44501(c) and reflected in the applicant's performance evaluations;

1.3.6.4 Exhibits effective leadership skills.

1.3.7 Consulting teachers shall be selected in the following manner:

- 1.3.7.1 Candidates must file an application with the Panel;
 - 1.3.7.2 Candidates for a consulting teacher position may be visited in their classrooms by a PAR Panel member prior to the selection. Visitations will be pre-arranged with the site administrator and the candidate;
 - 1.3.7.3 Selection of the consulting teacher shall be by a majority vote of the Panel, one vote of which shall be that of an administrator.
 - 1.3.7.4 The District has the right to seek qualified former employees of the District (retirees) to serve in the capacity of consulting teacher, in the event that applicants from within current employee ranks is insufficient.
 - 1.3.7.5 Preference will be given to current teachers prior to the District seeking the services of retired teachers.
- 1.3.8 Selected consulting teachers shall have responsibility for an appropriate number of teachers.
- 1.3.8.1 All participating teachers shall receive a minimum of ten (10) hours of assistance per semester. Voluntary teachers will be assisted as needed.
- 1.3.9 A participating teacher will select a consulting teacher from a list established by the PAR Panel and these two teachers will team together by mutual consent.
- 1.3.10 The consulting teacher and the participating teacher shall prepare an Individual Assistance/Mentoring Plan which outlines the assistance/mentoring to be provided. A time-line will also be cooperatively established.
- 1.3.11 Teachers who serve as a consulting teacher during their regular workday shall receive their regular salary. Teachers who function as a consulting teacher outside their regular workday shall be compensated at the designated stipend rate.
- 1.3.12 Consulting teachers may report time, for compensation, which is devoted to PAR assistance accrued during their lunch hour and/or their prep periods. Assistance to participating teaches may be provided at a minimum of a 15-minute contact time which must be scheduled outside of A.M. or P.M. recess. The minimum of 15-minute contact period is to be held firm by the CTs so as to ensure PAR program quality. The PAR Panel reserves the right to review the contact logs submitted by the CTs to ensure that contact time also includes longer duration of support and is not solely comprised of short intervals of time assistance.
- 1.3.13 A time card will be used to document all mentoring assistance. The back of the time card shall contain the necessary documentation listing assistance provided.
- 1.3.14 Reports to the PAR Panel will be completed quarterly.
- 1.3.15 Any approved expenses, with receipts, resulting from a teacher's participating as a consulting teacher (conferences, substitutes, etc.) shall be reimbursed from the

PAR budget.

1.4 Teacher Peer Assistance Program

- 1.4.1 The purpose of this Program is to provide assistance, renew quality teaching, and offer remediation to teachers whose performance (methods, instruction or classroom management) have been evaluated as “Does Not Meet District Standards” by the site administrator. In addition, it shall be the obligation of the Panel to report the results of this intervention to the District’s Board of Education.
- 1.4.2 This Program shall be limited to addressing those areas of performance set forth in the evaluation document listed as “Does Not Meet District Standards” encompassed in the Master Contract evaluation form.
- 1.4.3 Assistance provided by the consulting teacher shall focus on the specific areas recommended for improvement by the participating teacher’s evaluator.
- 1.4.4 Assistance and remedial efforts and activities shall be intense and multifaceted and shall be preceded by a conference no later than May 30 of the year when the teacher receives the “Does Not Meet District Standards” evaluation. The conference shall involve the teacher being referred, the evaluator who evaluated the teacher, and the consulting teacher. This team will begin the development of an Individual Assistance Plan. If the teacher desires, the Association may provide representation at this meeting.
- 1.4.5 The assistance shall be provided by the consulting teacher under this Article and shall be monitored by the PAR Panel.
- 1.4.6 The course of assistance shall include one or more of the following:
 - 1.4.6.1 Multiple classroom visitations by the consulting teacher;
 - 1.4.6.2 Assistance specific to the area of teaching methodology, instruction or classroom management which has been evaluated as “Does Not Meet District Standards”. By mutual agreement between the consulting teacher and the participating teacher, other areas may be addressed during the period of assistance.
 - 1.4.6.3 Opportunities for the teacher receiving assistance to observe exemplary practice, either with the consulting teacher and/or other exemplary teachers;
 - 1.4.6.4 District-provided professional development opportunities;
 - 1.4.6.5 Conference attendance, possibly in the company of the consulting teacher, to facilitate reflection on how this experience fits into the Individual Assistance Plan.
- 1.4.7 Communication between the principal and the consulting teacher regarding the process shall be monthly.
- 1.4.8 Nothing in this article precludes the principal or the District from doing informal observations nor from notifying the teacher verbally and/or in writing regarding

incidents or events related to the teacher's fulfillment of his or her professional obligations.

- 1.4.9 Written peer assistance reports will be submitted to the PAR Panel and the principal by the consulting teacher monthly. The consulting teacher will share all written reports during a conference with the participating teacher, prior to submission to the Panel and the principal.
- 1.4.10 The consulting teacher shall submit a final oral and written report regarding the participating teacher to the PAR Panel no later than February 15. This report shall describe the measures of assistance provided to the participating teacher and will describe the results of the assistance in the area or areas recommended for improvement. The final report shall become part of the participating teacher's personnel file. The teacher shall have the opportunity to attach his or her comments.
- 1.4.11 Both the participating teacher and the principal may be present for the report of the consulting teacher. Each will be given an opportunity to respond to the report.
- 1.4.12 Realizing that the term of assistance will normally be for one year, if the Panel believes progress is being made by the participating teacher, assistance may be extended to a second year.
- 1.4.13 Neither the participating teacher, the consulting teacher, nor the principal may be present during discussions of the PAR Panel, which are intended to be confidential. The Panel may request additional information from the participating teacher and/or their consulting teacher.
- 1.4.14 In conference with the Superintendent or designee, the findings of the Panel shall be reported to the participating teacher, the consulting teacher, and the principal. An Association representative, if requested by the participating teacher, may be present.
- 1.4.15 The Panel shall report its findings to the Board of Education during executive session unless the teacher requests an open session item inclusion.

1.5 Teacher Due Process Rights

- 1.5.1 The participating teacher shall be entitled to review all reports generated by the consulting teacher prior to their submission to the PAR Panel. The participating teacher also has the right to affix his or her comments to this report. To effectuate this right, the consulting teacher shall provide the participating teacher being reviewed with the copies of such reports at least five (5) days prior to any such meeting.
- 1.5.2 The participating teacher shall have the right to be represented by the Association at any meeting of the PAR Panel to which they are called, and shall be given a reasonable opportunity to present his or her point of view concerning any report being made.

- 1.5.3 The participating teacher shall have the right to monthly progress reports from the consulting teacher. These are intended to be confidential and they may be either written or oral.
 - 1.5.4 The participating teacher shall have the right to present to the PAR Panel reasons why a specific consulting teacher should be replaced and another consulting teacher substituted and to have those reasons considered.
 - 1.5.5 The participating teacher shall not have access to the grievance process to challenge the content of reports, or decisions by the PAR Panel, but may file responses which shall become part of the official record of the intervention.
 - 1.5.6 This Program in no manner diminishes the legal rights of the bargaining unit members.
- 1.6 Miscellaneous Provisions
- 1.6.1 Funds shall be set aside to allow for release days and/or conferences as developmental tools for consulting teachers, participating teachers, beginning teachers or experienced teachers new to the District who are assigned to the Program.
 - 1.6.2 Since specific state funding for the California Peer and Assistance Review Program for Teachers has been eliminated, this Article is dependent upon District funds. The availability of such funds shall be re-evaluated at the end of this agreement. If district funding for the PAR Program is eliminated, this Article shall expire and have no force or effect without the need for further action by either the District or the Association.
- 1.7 Governing Board Review of Recommendations: Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary certificated employees.
- 1.8 Retention of Education Code Rights: Nothing herein shall modify or in any manner affect the rights of the Governing Board/District or teacher under provisions of the Education Code relating to employment, classification, retention or non-reelection of the certificated staff.
- 1.8.1 Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code 44938.
- 1.9 Hold Harmless: The District shall hold harmless, and bear all legal costs, for the members of the PAR Panel and the consulting teachers for any liability arising out of their direct participation in this Program as provided in Education Code 44503(c).
- 2.0 Confidentiality: All proceedings and materials related to the administration of this Program

shall be strictly confidential. Therefore, Panel members and involved teachers may disclose such information only as necessary to administer the Program.

- 2.1 Records: Documents and writings relating to an employee's participation in the PAR Program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code Section 6250 et. seq.), to the extent allowable by law.
- 2.2 Non-Management/Supervisory Status: Functions performed by teacher Panel members and/or consulting teachers pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of Section 3540.1 of the Government Code.
- 2.3 Association Representation: A participating teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

ARTICLE 47: NEW TEACHER SUPPORT

A. Definitions

1. **New Teacher**: A new temporary or probationary teacher to the District, who may be an experienced teacher, participating in New Teacher Induction Program, or under an Intern or similar program.
2. **Support Teacher**: A veteran teacher (five years or more of teaching experience), who serves in a support role for the New teacher.

B. Support Teacher Selection:

1. Volunteers will be sought at each school site to serve in the capacity of the support teacher.
2. Support teachers are selected and assigned by the District in conjunction with the site principal of the new to district teacher.
3. Every effort will be made to partner a new teacher with a support teacher assigned at the same site.
4. While not necessary, assigning support teachers in the same or similar grade level, matching content area, and credential type will be sought.

C. New Teacher Support program purpose

1. The primary goal of teacher support is to provide new teachers with personal support, guidance, and mentoring regarding site and district operations and processes.
2. Further, the program is to provide a network of support between site administration, the support teacher, and the new teacher for new teacher success.
3. The role of support teachers, may include, but is not limited to the following activities and support:
 - a. Working collaboratively with site administrators and the new teacher to provide needed support

- b. Orienting new teachers to district-wide goals and objectives
 - c. Reviewing the appropriate courses of study, content and performance standards and core curriculum and other relevant curriculum materials.
 - d. Reviewing site specific information such as professional learning communities, site plans, etc.
 - e. Developing, providing or arranging for classroom materials
 - f. Consulting regarding classroom management techniques
4. New teachers will receive assistance from a support teacher for one year, unless participating in New Teacher Induction or have Intern requirements which stipulate an additional year of support.

D. New Teacher Induction (NTI)

- 1. Newly employed classroom teachers possessing a preliminary credential with fewer than two years of fully credentialed teaching experience must participate in a NTI, as stipulated and required for the renewal requirements of their credential.
- 2. The purpose of NTI is to provide a system for self-analysis and growth as they study their craft. This is accomplished through a mentoring relationship, designed to engage new teachers in the art of teaching and reflective practice.
- 3. The support teacher (support provider) and the new to profession teacher will meet to:
 - a. Determine the teacher's needs and jointly review the expectations of the NTI.
 - b. Guide and assist the new to profession teacher in the development, implementation, and periodic revision to the Individualized Learning Plan (ILP). The ILP is a document providing structure for a plan for growth within areas of the California Standards for the Teaching Profession (CSTP).
 - c. Collect evidence required for credential and NTI program completion.

E. Compensation

- 1. Support teachers serving new to district teachers outside of the New Teacher Induction program will be compensated per the agreed to rate for referenced in Article 40.C (Academic Intervention, Instructional Leadership, Co-curricular Activities)
 - a. Support teachers may report time, for compensation, which is devoted to new teacher support accrued during their lunch hour and other time outside of the instructional time with students. Assistance to new teachers should be provided at a minimum of a 15-minute contact time. The site principal may review the extra work agreements submitted by the support teacher

to ensure that contact time also includes longer duration of support and is not solely comprised of short intervals of time assistance.

2. Support teachers providing support under the New Teacher Induction program, will be compensated commensurate with the established rate as specified within the Memorandum of Understanding with the NTI provider (example Kings County Office of Education, Tulare County Office of Education, etc).

APPENDIX A: EXCLUSIVE REPRESENTATIVE LETTER

Central Union Elementary Teacher's Association

April 7, 1976

Board of Trustees
Central Union Elementary School District
P. O. Box 1339
Lemoore, California 93245

Attention: Mr. James Focht, District Supt.

Pursuant to Chapter 961, California Statutes 1975, the CUETA, and CTA/NEA Hereby requests recognition as the exclusive representative for a unit of all certificated employees excluding: Superintendent, Principals, Assistant Principals, Director of Library Services, Director of Federal Projects and Early Childhood Education, Director of Special Education, Counselors, Resource Teachers, a unit comprising approximately 105 employees of the District, a majority of whom wish to be represented by this organization.

Proofs of support of a majority of said employees in the form of authorization cards are herewith submitted.

No other employee organization is known to have been recognized or to have demanded recognition as exclusive representative for any of the employees in the above described unit.

There is no known written agreement between another employee organization and the District covering any of the employees in the above described unit.

A copy of this petition is being mailed to the Education Employment Relations Board.

Yours,

/s/ Phil Holloway

President

CUETA, CTA/NEA
P. O. Box 1339
Lemoore, Calif. 93245

APPENDIX B: CURRENT SALARY SCHEDULE

- A. Current salary schedule information may be obtained by visiting the District's website under the Human Resources Department.
- B. Classification by Professional Preparation
 - 1. Credentialed employees shall be placed on the appropriate class of the salary schedule in accordance with the degrees and advanced preparation, which they have completed.
 - 2. Reassignment to a higher classification shall become effective at the beginning of the next school year after the new classification requirements have been met. A maximum of one step and one class annually will be allowed for those qualifying.
 - 3. Teachers who expect to advance to a higher classification must notify the District office in writing no later than April 1st of the current school year.
 - 4. Courses which qualify for salary advancement or for a Masters Degree must be bonafide, transferable, college/university courses generating an upper division college transcript from a regionally accredited college or university. The course(s) must relate to the current teaching assignment, to a defined future need of the school district, or constitute a course requested by the administration to meet a defined existing or future need in the Central Union Elementary School District. Units purchased through District funds may not be used toward salary column advancement. All units used for advancement have to be pre-approved through the office of Human Resources prior to advancement taking place.
 - 5. Should the Human Resource Department receive official transcripts on or before August 15 of the ensuing school year, and the transcripts are within the guidelines specified in B4, the adjusted contract and salary schedule advancement will occur in the August pay warrant.
 - 6. Should official transcripts be received after the August 15 date, the salary schedule advancement will not occur until the October pay warrant cycle. The Human Resources Department must receive all official transcripts no later than October 15 of the school year in which the employee anticipates column, if the advancement is to occur. All column moves in the October pay cycle will reflect the new salary range as well as include a retroactive adjustment back to the start of the current pay year.
 - 7. Transcripts received after the October 15 date will not be reflected in salary schedule advancement until the following year.
- C. Initial Step Placement
 - 1. Teachers shall, at the time of initial placement on the salary schedule, be given year-for-year credit for prior teaching experience for professional state

credentialed experience in a state accredited institution. Qualifying service in an educational setting shall be that service rendered to a professional state accredited institution outside of service in an administrative position. In order for a year to be granted in salary schedule placement, the prospective employee must have served at least 75 % of the school year in a full time (100%) teaching capacity in order for the year to be deemed a complete year of service. Any prior teaching service completed in less than a full time capacity and for less than 75% of a school year shall not be calculated in the determination of initial salary schedule placement. Partial year service shall not be used to accumulate a full year of credit service.

2. Up to five years of salary schedule credit shall be given for military service or service with the Peace Corps for the time served after attainment of a bachelor's degree. Teaching experience in a Home School Instructional Program does not qualify for placement credit

D. Step Advancement Requirements

1. **Certificated Teacher:** Advancement on the salary schedule shall be at the rate of one step for each year of teaching experience. If a teacher is employed for at least 75% of the school year (Education Code 44918), s/he shall be given credit for that year's experience for salary schedule advancement purposes.
2. Step advancement on the certificated salary schedule will be irrespective of full or part time contracted assignment, provided that the teacher was employed for and provided service for at least 75% of the school year. Thus, an employee on a part time contract who has provided service for 75% of the school year will be provided step advancement for the subsequent year. This allowance does not translate into initial step placement calculation, and is only specific to teachers presently employed with the Central Union School District.
3. For a school nurse, in addition to upper division and graduate units which may be used to evaluate salary schedule placement and advancement, Continuing Education (CE) coursework may also be used in lieu of upper division or graduate units when the following criteria are met:
4. The specified CE class must meet the requirement for approval under the authority of the California Board of Registered Nursing.
 - a. Unit application for courses taken under the RN continuing education will be calculated as per the guidelines specified by the CBRN:
 - 10 contact hours = 1 quarter unit
 - 15 contact hours = 1 semester unit

E. Advanced Degree Addition

Addition of an advanced degree (Masters, Ed.D., Ph.D, Psy.D) will continue to be earned and applied only through the confirmation of such a degree from a regionally accredited institute of higher education.

Central Union Elementary School District

Certificated Salary Schedule

2021-22

	I	II	III	IV	V	VI
	BA	BA +15	BA +30	BA +45	BA + 60	BA + 75
						MA + 30
1	\$ 58,024	\$ 61,609	\$ 65,147	\$ 68,732	\$ 72,302	\$ 77,688
2	\$ 59,985	\$ 63,621	\$ 67,173	\$ 70,773	\$ 74,326	\$ 79,653
3	\$ 62,044	\$ 65,628	\$ 69,197	\$ 72,766	\$ 76,367	\$ 81,676
4	\$ 64,552	\$ 68,056	\$ 71,640	\$ 75,307	\$ 78,813	\$ 84,170
5	\$ 66,513	\$ 70,114	\$ 73,699	\$ 77,283	\$ 80,868	\$ 86,195
6	\$ 68,570	\$ 72,109	\$ 75,676	\$ 79,279	\$ 82,914	\$ 88,173
7	\$ 70,579	\$ 74,167	\$ 77,751	\$ 81,273	\$ 84,841	\$ 90,198
8	\$ 72,574	\$ 76,175	\$ 79,730	\$ 83,299	\$ 86,900	\$ 92,257
9	\$ 74,632	\$ 78,171	\$ 81,769	\$ 85,291	\$ 88,893	\$ 94,235
10	\$ 76,641	\$ 80,211	\$ 83,730	\$ 87,382	\$ 90,901	\$ 96,307
11	\$ 78,602	\$ 82,236	\$ 85,756	\$ 89,345	\$ 92,913	\$ 98,284
12		\$ 84,231	\$ 87,768	\$ 91,337	\$ 94,954	\$ 100,281
13			\$ 89,810	\$ 93,394	\$ 96,932	\$ 102,320
14				\$ 95,371	\$ 98,975	\$ 104,331
15					\$ 101,000	\$ 106,277
16					\$ 101,000	\$ 106,277
17					\$ 101,000	\$ 106,277
18				\$ 97,430	\$ 103,009	\$ 108,334
19				\$ 97,430	\$ 103,009	\$ 108,334
20				\$ 97,430	\$ 103,009	\$ 108,334
21					\$ 105,019	\$ 110,344
22					\$ 105,019	\$ 110,344
23					\$ 105,019	\$ 110,344
24					\$ 107,028	\$ 112,402
25					\$ 107,028	\$ 112,402
26					\$ 107,028	\$ 112,402
27						\$ 114,379

- Column I BA or BS degree
- II (15 units above the BA/BS degree)
- III (30 units above the BA/BS degree)
- IV (45 units above the BA/BS degree)
- V (60 units above the BA/BS degree)
- VI MA degree with 30 units above the BA/BS
BA Degree with 75 units above BA/BS

Print Date
Increase Adjustment 4.00%
Board Approved 1/10/22
Date Applied 7/1/21

Health Benefits Cap provided to each employee \$ 16,598.76

Teacher Contracted Work Days 183

APPENDIX C: CALENDAR

- A. Current District Calendar information may be obtained by visiting the District's website located at: <http://www.central.k12.ca.us/district/calendar.html>

APPENDIX D: CATASTROPHIC SICK LEAVE DAYS TRANSFERS

- A. If a unit member desires to contribute, on a voluntary basis, a sick leave day toward the Catastrophic Leave Bank, s/he may do so at his or her election.
- B. The unit member making the contribution shall fill out the proper form and return it to the CUETA Catastrophic Leave Coordinator, who will create a bank of those days contributed. Days will be released upon request from the District Human Resource department.
- C. Said contribution shall be only for a member who has exhausted his/her previously earned sick leave and no longer has sick leave days available to him/her. However, the District shall incur no liability of any kind in such transaction and is responsible only for the transfer of the sick leave day(s) from the leave bank to a unit member in need, as above.
- D. It is understood that those days transferred from a unit member that are not used will be not be returned, and will be kept in the Bank indefinitely.
- E. Participation is voluntary, but requires contribution to the bank. Only contributors will be permitted to withdraw from the Bank.
- F. For the contract year, 2012-2013, contributions must be made between January 13, 2012 and February 10, 2013. In future years, contributions must be made between July 1 and October 1.
- G. Should the number of days in the Bank fall below twenty-five (25), members will be requested to contribute an additional day.

I hereby request the transfer of one leave day from my accumulated sick leave to the Catastrophic Leave Bank.

Print Name

Signature

Date

APPENDIX E: CLASSIFICATION OF TEMPORARY EMPLOYEES

A. Classification: Temporary, Probationary Teacher (E.C. 44919)

1. Governing boards of school Districts shall classify as temporary employees those persons requiring certification qualifications, other than substitute employees, who are employed to serve from day to day during the first three school months of any school term to teach temporary classes not to exist after the first three school months of any school term or to perform any other duties which do not last longer than the first three school months of any school term, or to teach in special day and evening classes for adults or in schools of migratory population for not more than four school months of any school term. If the classes or duties continue beyond the first three school months of any school term or four school months for special day and evening classes for adults, or schools for migratory population, the certificated employee, unless a permanent employee, shall be classified as a probationary employee. The school year may be divided into not more than two school terms for the purposes of this section.
2. Governing boards shall classify as temporary employees persons, other than substitute employees, who are employed to serve in a limited assignment supervising athletic activities of pupils; provided, such assignment shall first be made available to teachers presently employed by the District. Service pursuant to this subdivision shall not be included in computing the service required as a prerequisite to attainment of, or eligibility to, classification as a permanent employee of a school District.
3. In any District, the governing board may, to prevent the stoppage of school District business when an actual emergency arises and persons are not immediately available for probationary classification, make an appointment to a position on a temporary basis for a period not to exceed 20 working days. The person so appointed shall be deemed to be a temporary employee who is employed to serve from day to day. Service by a person in such an appointment on a temporary basis shall not be included in computing the service required as a prerequisite to attainment of, or eligibility to, classification as a permanent employee of a school District.

B. Employment Of Certain Temporary Employees Classification (E.C. 44920)

1. Notwithstanding the provisions of Sections 44917 and 44919, the governing board of a school District may employ as a teacher, for a complete school year, but not less than one semester during a school year unless the date of rendering first paid service begins during the second semester and prior to March 15th, any person holding appropriate certification documents, and may classify such person as a temporary employee. The employment of such persons shall be based upon the need for additional certificated employees during a particular semester or year because a certificated employee has been granted leave for a semester or year, or is experiencing long-term illness, and shall be limited, in number of persons so employed, to that need, as determined by the governing board.

2. Any person employed for one complete school year as a temporary employee shall, if reemployed for the following school year in a vacant position requiring certification qualifications, be classified by the governing board as a probationary employee and the previous year's employment as a temporary employee shall be deemed one year's employment as a probationary employee for purposes of acquiring permanent status.
3. For purposes of this section "vacant position" means a position in which the employee is qualified to serve and which is not filled by a permanent or probationary employee. It shall not include a position which would be filled by a permanent or probationary employee except for the fact that such employee is on leave.

C. Employment of Temporary Employees; Reemployment Rights (E.C. 44921)

1. Notwithstanding the provisions of Section 44919, the governing board of a unified or high school District may employ persons requiring certification qualifications for the first semester only, and classify such persons as temporary employees, whenever the District expects a reduction in student enrollment during the second semester due to students completing graduation requirements at midyear. The number of persons so employed shall be limited to requirements based on the anticipated reduced enrollment as determined by the governing board. Persons so employed who are continued in employment beyond the first semester shall be deemed probationary employees for the entire school year.
2. Any such employee shall be reemployed for the following semester or school year to fill any vacant positions in the school District for which the employee is certified. Preference for available positions shall be determined by the governing board using the method prescribed in Sections 44845 and 44846.
3. For purposes of this section "vacant position" means a position in which the employee is qualified to serve and which is not filled by a permanent or probationary employee. It shall not include a position which would be filled by a permanent or probationary employee except for the fact that such employee is on leave.

APPENDIX F: CERTIFICATED PERSONAL NECESSITY LEAVE FORM

Central Union Elementary School District
CERTIFICATED REQUEST FOR APPROVAL
PERSONAL NECESSITY/PERSONAL DAY/SHORT TERM LEAVE

To: Principal/Supervisor
From: _____
Date: _____

- Personal Necessity Leave must be approved three (3) working days in advance except in emergencies.
- Personal Day Leave must be approved twenty-four (24) hours in advance.

I request absence from work on _____.

I was absent from work on _____ due to an emergency.

Please check the appropriate box below.

Personal Necessity: Any business activity which cannot be conducted before or after the school day.

I certify with my signature that this activity (1) cannot be conducted before or after the school day, (2) is not being used for the extension of a school holiday or vacation, (3) is not being used for personal vacation, hobbies, minor or occasional occupation, recreation, sports event or accompanying immediate family on trips or excursions and (4) is in accordance with Article 20.

Employee's signature

Personal Day Leave: One day which is deducted from the employee's personal necessity leave. This leave cannot be used for the following: (1) political activity or demonstrations and (2) the first or last day of school.

Employee's signature

Short Term Leave: Up to three (3) days per year with approval of the principal. The employee pays the substitute only. This will affect my STRS service credit.

Employee's signature

Unpaid Short Term Leave Up to 5 Days: 1/183rd of my salary will be deducted for each day absent. This will affect my STRS service credit.

Employee's signature

Office Use Only

Request: Acknowledged Approved Disapproved

Principal/Supervisor

Distribution: Employee (white); Principal/Supervisor (yellow); District Office (pink)

ARTICLE 20: PERSONAL NECESSITY LEAVE, PERSONAL DAY LEAVE

I. Personal Necessity Leave

- A. Every teacher shall be entitled to use seven (7) days, only one of which may be a personal day, of his or her accumulated sick leave during each school year in case of personal necessity. (EC 44981)
- B. "Personal necessity" means any business activity which cannot be conducted before or after the school day. A teacher shall make his/her request on the Personal Necessity Leave Form to the immediate supervisor at least three (3) days in advance of taking such leave. If an emergency makes such advance notification impossible, the form will then be completed after the teacher's return to work. (See Appendix G, Personal Necessity Leave Form.)
- C. A teacher shall not be required to make an advance notice to use personal necessity leave in the following cases:
 - 1. death, grave illness, or severe injury of a member of his or her immediate family
 - 2. accident involving his or her person or property or the person or property of a member of his or her immediate family.
- D. In no case shall personal necessity leave be used for:
 - 1. extension of a school holiday
 - 2. extension of a teacher's vacation
 - 3. personal vacation, hobbies, minor or occasional occupation, recreation, sports event or accompanying immediate family on trips or excursions.
- E. Recognizing "Section D" above, personal necessity leave shall be granted at the discretion of the site principal or his/her assistant principal. A copy of this form will be given to the teacher prior to his/her leaving the site; then the site administrator will confidentially send a copy to the Personnel Office. If the leave is denied by the site administrator, the teacher shall have the right of appeal to the superintendent. Discrepancies in decisions between administrators shall not result in the filing of a grievance by C.U.E.T.A. or a teacher.

II. Personal Day Leave

- A. A unit member shall be entitled to one (1) day of personal day leave per year, non-cumulative, to be deducted from the teacher's sick leave. The teacher shall notify the site principal at least twenty-four (24) hours in advance of taking such leave. The number of teachers utilizing this leave provision shall be limited to one (1) teacher per school site per day, except where a husband and wife teach at the same school site. This leave shall only be taken on a day that students are in attendance. This leave cannot be used for the following:
 - 1. political activity or demonstrations
 - 2. the first or last day of school.

APPENDIX G: PHILOSOPHY AND PURPOSE OF EVALUATION

- A. The educational process is an extremely complex one, and the appraisal of this process is a difficult and technical function. It is universally accepted that good teaching is the most fundamental element in a sound educational program, and that effective appraisal is important to assuring good teaching.
- B. Educators today work in an atmosphere where accountability is more than just a byword. The teacher's success with the teaching/learning process has grown to be based on observable evidence; this evidence has then become the yardstick for measuring the success of the education program. The purpose of our evaluation process is threefold:
 - 1. to raise the quality of instruction and educational services for the children of our community;
 - 2. to assist the individual employee in growing professionally;
 - 3. to raise the standards of the educational profession as a whole.
- C. Evaluation of professional performance must be a cooperative, continuing process. All professional employees are involved in the evaluation process. The employees share with those who work with them the responsibility for developing effective evaluation procedures and instruments, as well as the development and maintenance of professional standards and attitudes regarding the evaluation process.
- D. The District superintendent and staff are charged with developing, on a cooperative basis with the certificated staff, a district-wide program for evaluating the instructional process and personnel as one means of insuring the quality of instruction.
- E. The evaluation guidelines and forms in Appendix J fulfill the requirements of the Stull Bill and the Education Code pertaining to certificated staff evaluation relative to:
 - 1. adherence to curricular objectives;
 - 2. instructional techniques and strategies;
 - 3. establishing and maintaining a suitable learning environment;
 - 4. progress of pupils toward expected achievement;
 - 5. adjunct duties and professional responsibilities.

TEACHER JOB DESCRIPTION/STULL BILL/EVALUATION GUIDE

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION and CENTRAL UNION SCHOOL DISTRICT STANDARDS FOR THE TEACHING PROFESSION

STANDARD ONE:

Engaging and Supporting all Students in Learning

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

STANDARD TWO:

Creating and Maintaining Effective Environments for Student Learning

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

- 2.8 * Teachers supervise pupils in activities including, but not limited to: (a) playground, cafeteria, assembly programs, bus loading, restrooms, lunch areas, corridor duty, etc. and (b) athletic events, field trips, student clubs, specialized activities, etc.
- 2.9 * Teachers maintain an appropriate appearance so as to support and not detract from his/her instructional responsibilities, whether these are in the classroom or other school settings.

STANDARD THREE:

Understanding and Organizing Subject Matter for Student Learning

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

STANDARD FOUR:

Planning Instruction and Designing Learning Experiences for all Students

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.
- 4.2 Establishing and articulating goals for student learning.
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.
- 4.4 Planning instruction that incorporates appropriate strategies to meeting the learning needs of all students.
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.
- 4.6 * Teachers establish goals and objectives for his/her particular instructional area, in addition to working to accomplish District-identified goals and objectives.

STANDARD FIVE:

Assessing Student Learning

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

STANDARD SIX:

Developing as a Professional Educator

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

- 6.9 * Teachers hold parent conferences when required, requested or appropriate and will: (a) maintain a constructive, cordial attitude, (b) inform parents of student's progress and (c) make practical suggestions for parents to follow in helping their child's educational development.
- 6.10 * Teachers are punctual to class and duty assignments.
- 6.11 * Teachers follow school District regulations and policies such as: (a) School Board Policy, (b) Certificated Employees' Master Contract, and (c) other state and federal regulations and codes which are applicable.
- 6.12 * Teachers relate positively with students, colleagues, and parents.
- 6.13 * Teachers support school and District goals by selecting and participating in one or more of the following: a committee, an extra curricular activity (such as coaching a team), or other non-instructional activity. A teacher may propose and create an activity to support school goals with the agreement of the site administration

* CENTRAL UNION SCHOOL DISTRICT
STANDARDS FOR THE TEACHING PROFESSION

APPENDIX H: EVALUATION GUIDELINES AND FORMS

**CENTRAL UNION ELEMENTARY SCHOOL DISTRICT
TEACHER EVALUATION/STULL BILL FORM**

Teacher _____ Evaluator _____

School _____ Grade and/or Subject _____

School Year _____ Years of Service in District _____

Evaluation Code

- Meets or Exceeds District Standards: This indicates the employee is performing in a way which is satisfactory, competent, and acceptable to the District.
- Unsatisfactory Performance: This indicates the employee is not performing in a satisfactory manner according to the standards prescribed by the District.
- These objectives are to be reviewed at a mid-year conference for probationary and temporary teachers.
- These objectives may be amended by mutual consent at a mid-year conference requested by the permanent teacher.
- All objectives must be accompanied by a supportive statement.

Engaging & Supporting all Students in Learning	Meets District Standards <input type="checkbox"/>	Unsatisfactory Performance <input type="checkbox"/>
Objective:		
Supportive Statement:		
Recommendation:		

Creating & Maintaining Effective Environments for Student Learning	Meets District Standards <input type="checkbox"/>	Unsatisfactory Performance <input type="checkbox"/>
Objective:		
Supportive Statement: Recommendation:		

Understanding & Organizing Subject Matter for Student Learning	Meets District Standards <input type="checkbox"/>	Unsatisfactory Performance <input type="checkbox"/>
Objective:		
Supportive Statement: Recommendation:		

Planning Instruction & Designing Learning Experiences for all Students	Meets District Standards <input type="checkbox"/>	Unsatisfactory Performance <input type="checkbox"/>
Objective:		
Supportive Statement:		
Recommendation:		

Assessing Student Learning	Meets District Standards <input type="checkbox"/>	Unsatisfactory Performance <input type="checkbox"/>
Objective:		
Supportive Statement:		
Recommendation:		

Developing as a Professional Educator	Meets District Standards <input type="checkbox"/>	Unsatisfactory Performance <input type="checkbox"/>
Objective:		
Supportive Statement: Recommendation:		

Additional comments:

□□□□□□□□

- A contract for next year will be recommended.
- A recommendation for a contract is possible, but some areas need improvement.
- Reemployment will not be recommended due to unsatisfactory performance.
- Other: _____

Teacher Statement

I acknowledge that I have seen this evaluation and have been provided with suggestions where improvement in performance is indicated. I understand that my signature does not necessarily mean that I agree with this evaluation. I understand that I may submit a statement in writing to accompany this form, which will be placed in my personnel file at the end of the school year.

Teacher's Signature

Evaluator's Signature

Date

Date

Need 3 copies: 1 Employee, 1 Principal, 1 Personnel File

CENTRAL UNION SCHOOL DISTRICT
TEACHER ALTERNATIVE EVALUATION/STULL BILL FORM

Teacher's Name: _____ School/Grade Level _____

Job Title: _____ School Year: _____

Are other eligible certificated staff members proposing to participate in the same evaluation goal?

No _____ Yes _____

If yes, name(s) _____

The following is proposed as an alternative evaluation goal for my regular evaluation: (Use additional paper is needed.)

My proposed objectives are:

My anticipated outcomes are:

The outcomes will be measured for success in the following ways:

I recognize that participation is strictly voluntary and the decision whether or not this is approved is solely that of the immediate supervisor.

Teacher's Signature

Evaluator's Signature

Date

Date

Mid-year objectives review _____

Year-end objectives review _____

Comments from the teacher and/or administrator at end of school year (optional).

CENTRAL UNION ELEMENTARY SCHOOL DISTRICT

EVALUATION FORM For School Nurse

Staff Member: _____ School: _____

CURRICULUM/INSTRUCTION

Comments from Evaluatee (optional):

Comments from Evaluator:

PROFESSIONAL RESPONSIBILITIES

Comments from Evaluatee (optional):

Comments from Evaluator:

RELATIONSHIPS WITH STAFF

Comments from Evaluatee (optional):

Comments from Evaluator:

RELATIONSHIPS WITH OTHER AGENCIES AND THE COMMUNITY

Comments from Evaluatee (optional):

Comments from Evaluator:

RELATIONSHIPS WITH STUDENTS AND PARENTS

Comments from Evaluatee (optional):

Comments from Evaluator:

WORK ENVIRONMENT/CULTURE

Comments from Evaluatee (optional):

Comments from Evaluator:

LEADERSHIP

Comments from Evaluatee (optional):

Comments from Evaluator:

PROFESSIONAL GROWTH

Comments from Evaluatee (optional):

Comments from Evaluator:

SUMMARY STATEMENT:

Comments from Evaluatee (optional):

Comments from Evaluator:

Evaluatee Statement

I acknowledge that I have seen this evaluation and have been provided with suggestions where improvement in performance is indicated. I understand that my signature does not necessarily mean that I agree with this evaluation. I understand that I may submit a statement in writing to accompany this form, which will be placed in my personnel file at the end of the school year.

Signature of Administrator

Signature of Staff Member

Date

Date

Need 3 copies: 1 Employee, 1 Principal, 1 Personnel File

TEACHER OBSERVATION FORM

Name _____ Date _____
Time _____ to _____ School _____ Class or
Subject _____
Grade Level _____
Subject Observed _____

OBJECTIVE:

SUMMARY:

RECOMMENDATIONS:

Signature indicates knowledge of not necessarily agreement with this report. Additional comments may be made and attached. This report will be placed in your personnel file at the end of the year.

Teacher's Signature

Evaluator's Signature

Date

Date

For Principal Reference
CENTRAL UNION SCHOOL DISTRICT
EVALUATOR'S WORKSHEET
PROMPTS FOR CLASSROOM EVALUATION

DURING A CLASSROOM OBSERVATION, THE EVALUATOR SHOULD LOOK FOR THE FOLLOWING:

1. Is the room in order: ventilation, heating, lighting, cleanliness, bulletin boards, etc.?
2. Are routine tasks, such as attendance-taking or homework collection, being smoothly completed?
3. Is the objective of the lesson clear, realistic, attainable and worthwhile?
4. Do the students understand the objective of the lesson? How well does the objective of the lesson apply to the goals of the curriculum?
5. Is the lesson developed in a logical sequence? Does it take into account pupils' experiences? Is it related to past learning?
6. Is the tempo of the class well paced?
7. Does the teacher make proper use of the class time?
8. Is the teacher's language clear? Is all new vocabulary explained?
9. Are the students interested in what's going on in the class? How many are responding to the teacher's questions?
10. Are the questions the teacher asks well formulated?
11. Does the teacher draw on a variety of student experiences to illustrate the lesson?
12. Does a rapport exist between teacher and students?
13. Did the teacher achieve the objective of the lesson? Do the students understand the

concepts?

14. Is the homework assignment clear, concise, definite, and reasonable? Does it take into account individual students' differences?
15. Were the students under control? Were they interested in the lesson?

APPENDIX I: PERSONNEL FILE AUTHORIZATION FORM

PERSONNEL FILE AUTHORIZATION FORM

Central Union School District may release my personnel files for review by my representative named below.

Name of Representative

Name of Central Union School District Employee

Signature

Date

APPENDIX J: Central Union Elementary Teacher's Association

GRIEVANCE FORM

Grievant: _____

Date Grievance Occurred: _____

Date of Informal Discussion (Name of Administrator): _____

Statement of Grievance, Including Specific Provision(s) of the Agreement which are alleged to have been misinterpreted or misapplied:

Remedy sought:

Signature of Grievant: _____ Date: _____

Informal Procedure

Received by Immediate Supervisor/Principal: _____ Date: _____
Name: _____

Informal Conference: _____ Date: _____

Signature and Title: _____ Date: _____

Disposition:

LEVEL I (within 10 days of conclusion of Informal Procedure)

Received by Immediate Supervisor and Superintendent: _____ Date: _____
Name: _____

Written Response from Superintendent
Signature and Title: _____ Date: _____

LEVEL II – MEDIATION (within 10 days after receipt of written Level I response)

A. Grievant submits to Association request for Mediation (within 10 days after Level II): Date: _____

Conference: Date: _____

Mediator's Recommendation:

LEVEL III – ARBITRATION (within 10 days after receipt of written Level II response)

A. Grievant submits to Association request for Arbitration (within 10 days after Level II response): Date: _____

B. Association notice to Superintendent (within 15 days after receipt of Step A): Date: _____

C. Selection of Arbitrator (within 20 days of Step B): Date: _____

APPENDIX K: COMPLAINTS AGAINST EMPLOYEES

- A. Current information regarding complaints against employees may be obtained by visiting the District's website.
- B. Members will not be able to grieve this Appendix as it is governed by Board Policy, Administrative Regulations, State, and Federal guidelines and is outside of the scope of bargaining.

CONSULTING TEACHER FINAL REPORT FORM

Participating Teacher

Consulting Teacher

Required Areas of Assistance:

Hours of assistance

Note: Please attach reports and dates

Consulting Teacher Statement:

Meets mutually agreed upon objectives

Progressing toward mutually agreed upon objectives

Other _____

Signature of Consulting Teacher

Volunteer Request for Teacher Assistance
Through the PAR Program

To the PAR Panel:

I wish to be assigned _____, as my consulting teacher, for help
in the following area: (Must be in the areas of methodology, curriculum or classroom
management.)

Estimated Time Frame _____

Name

Date

Please return application to your site PAR Panel representative.

