

***AGREEMENT BETWEEN***  
***THE GOVERNING BOARD OF THE***  
***CHATOM UNION SCHOOL DISTRICT***  
***AND***  
***CHATOM UNION EDUCATORS'***  
***ASSOCIATION, CTA/NEA***

**July 1, 2023 - June 30, 2024**

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**ARTICLE I  
AGREEMENT**

1. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Chatom Union School District ("Board") and the Chatom Union Educators' Association, an employee organization, California Teachers Association and National Education Association ("Association").
2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
3. This Agreement shall remain in full force until June 30, 2024.
4. For 2024-2025, negotiations will include a compensation proposal (salary and benefits) and up to two contract language re-openers for each party.

**ARTICLE II  
RECOGNITION**

1. The Board recognizes the Association as the exclusive representative of certificated employees of the district -- excluding management, confidential and supervisory employees, teachers-in-charge, substitute teachers, as defined in the Act -- for the purposes of meeting and negotiating.

**ARTICLE III  
DEFINITION**

1. "Teacher" refers to any employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
2. "Days" means school days during which Teachers are required to be in attendance.
3. "Negotiable items" means teachers' salaries, terms and conditions of employment.
4. "Negotiate in good faith" means a serious and honest effort on the part of each party to reach agreement, including but not limited to, the duty on the part of each party to provide the other with all information, records, data, worksheets, and budgetary materials which may be relevant to the negotiations of negotiable items, and also the duty to meet and negotiate as provided by Section 3543.7 of the Act.
5. "Paid Leave of Absence" means that a teacher shall be entitled (a) to receive wages and all fringe benefits, including but not limited to, insurance and retirement benefits, and (b) to receive credit for annual salary increments provided during his leave.
6. "Unpaid Leave of Absence" means that a teacher shall be entitled to maintain the same benefits accorded teachers who are on paid leave at their own expense except wages.

7. "Immediate family" means members of the immediate family as used in this section means the mother, father, grandmother, or grandfather of the employee or of the spouse of the employee, and the son, son-in-law, daughter, daughter-in-law, grandchild or child of employee or spouse, brother or sister of the employee, or any relative living in the household (immediate) of the employee.  
"Immediate family" to include domestic partner defined with the following parameters:  
  
Employee and domestic partner must sign an affidavit verifying:
  1. The employee and domestic partner have lived together for at least one (1) year.
  2. The employee and domestic partner are in a committed relationship with the intent of remaining together for the rest of their lives.
8. "Daily Rate of Pay" means the teacher's annual salary divided by the number of days he is required by the Board to be present at school.
9. "Seniority" is the first day the employee signed the contract in continuous service in the Chatom Union School District.

#### **ARTICLE IV NEGOTIATION PROCEDURES**

1. **Negotiation Procedures**
  - a. Either party may use the services of outside consultants to assist in the negotiations.
  - b. The Board and the Association may discharge their respective duties by names of authorized officers, individuals, representatives or committees.
  - c. Negotiations shall take place at mutually agreeable times and places.
  - d. The Association may designate five (5) representatives who shall be granted reasonable release time without loss of compensation to attend negotiations and impasse proceedings.
  - e. The Board shall furnish the Association with a copy of county and state required final reports as they are transmitted to the county and state that are necessary for the association to fulfill its role as the exclusive bargaining representative.
  - f. No later than October 15, the Board shall furnish the Association with placement of personnel on the respective salary schedules as of October 1st.

**ARTICLE V  
MAINTENANCE OF BENEFITS**

1. The Board shall not reduce or eliminate any health and welfare benefits which are contained within this Agreement unless otherwise provided by the express terms of this Agreement.

**ARTICLE VI  
GRIEVANCE PROCEDURES**

**1. Definitions**

- a. A "Grievance" shall be limited to a dispute between the district and employee(s) regarding the interpretation or application of the terms of the collective bargaining agreement. It is further understood and agreed that the term "grievance" shall not apply to any matter as to which (1) a method of review is provided or prescribed by law, rule or regulations of the State Board or State Commissioner of Education, (2) the Board of Education is without authority to consider or remedy.
- b. A "grievant" is any employee covered by this agreement who is personally and directly involved in and affected by an action or omission which is the basis for the dispute, who files a grievance in accordance with the requirements of this Article.
- c. A "party of interest" is any person or persons making the claim or the person who might be required to take action or against whom action might be taken in order to resolve the claim.

**2. Purpose**

- a. 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 as to the application and administration of this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- b. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views.
- c. 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 the parties are expected to expedite the process. The time limits may be extended only by mutual written agreement of the Superintendent and the grievant.

- d. In the event a grievance is filed at such 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 irreparable harm to a grievant, the time limits set forth herein will be reduced so that procedure may be exhausted prior to the end of the school year or as soon as is practicable.

### 3. Procedure

#### a. **Level One:**

A grievant will first discuss the grievance with the appropriate principal or immediate supervisor, within fifteen (15) days following the act or condition which is the basis of his complaint directly or through the Association's designated Grievance Representative with the objective of resolving the matter informally.

#### b. **Level Two:**

If the dispute is not resolved informally, the grievant may submit a grievance in writing within fifteen (15) days following the informal response or within fifteen (15) days following the informal discussion if no response is given. Said grievance to be considered by the appropriate administrator, shall specify (1) all of the specific provision(s) of the agreement that are alleged to have been violated, (2) the manner in which all said provision(s) have been violated, (3) all of the date(s) on which said violation allegedly occurred, and (4) all of the specific relief sought by the grievant, on the form attached as Appendix D. Information copies of the grievance shall be sent by the grievant teacher to the representative of the Association and to the Superintendent. Within ten (10) days of the receipt of such written grievance, a meeting shall be scheduled with grievant, principals (and the Association if desired), wherein the grievant shall be allowed to present his position on said grievance. Within five (5) days after the meeting on the grievance with the principal, the principal shall make a decision in writing and mail it certified to the grievant, all persons officially present at the meeting and the Superintendent or his designee.

#### c. **Level Three:**

This level shall only be used if the Superintendent is not the immediate supervisor.

- (1) Within fifteen (15) days of receipt of the decision rendered by the principal pursuant to Level Two above, the decision of the principal in regard to such appeal may be further appealed to the Superintendent.
- (2) Notice of appeal to the Superintendent shall be accompanied by a clear and specific statement of the facts which are disputed and undisputed and conclusions which are appealed and the specific reasons therefore. Thereupon, the Superintendent shall review the Level Two decision together with the notice and statement of appeal. The Superintendent shall thereafter issue a written decision based upon this record or, if he/she deems it necessary, schedule a further meeting at which the parties may present further support for the oppositions. If such meeting is deemed necessary, written notice of the time and place shall be given

five (5) days prior thereto to the grievant, his representative if any, the Association grievance representative and any administrator who has theretofore been involved in the grievance.

- (3) Within fifteen (15) days of the receipt of the notice of appeal, or the meeting, whichever is later, the Superintendent shall issue a decision, serving copies on all parties to the dispute.

**d. Level Four:**

If the Superintendent's response is not satisfactory to the grievant, the grievance shall be transmitted to the Board of Trustees within ten (10) days. At the next available (but no longer than 35 days after the request) regularly scheduled board meeting, the Board shall conduct a hearing. The Board shall render a decision within ten (10) days after the hearing and furnish a copy to the employee organization and grievant.

**e. Level Five:**

- (1) If the grievant is not satisfied with the decision at Level Four, the employee may request that the Association, within fifteen (15) days, submit a request in writing to the Superintendent for arbitration of the dispute.
- (2) The Association and the District should attempt to agree upon an arbitrator, and if no agreement can be reached, the parties shall request that the California State Conciliation Service supply a panel of seven (7) names of persons experienced in hearing grievances in public schools. Each party shall strike a name until only one (1) name remains.
- (3) The fees and expenses of the arbitrator shall be borne equally by the District and the Association in a split decision. In a clear decision, the loser shall pay the arbitrator's costs. All other expenses shall be borne by the party incurring them.
- (4) The arbitrator shall, as soon as possible, hear evidence, and render a decision on the issue or the issues that were submitted for arbitration.
- (5) If the parties cannot agree upon the submission statement, the arbitrator shall determine the issues by referring to the written grievance documentation and the answers at each level by the process.
- (6) In disputed cases concerning whether a grievance claim is within the scope of these proceedings, the arbitrator shall first rule on the arbitrability of the issue before proceeding to the merits of the issue.
- (7) The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of the Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely



upon the evidence, and the argument presented to him or her by the respective parties in the presence of each other.

- (8) After a hearing in which both parties have had an opportunity to make or present oral and written arguments, the arbitrator shall submit to all parties the written findings, and the recommendations that he/she has prepared. The recommendations shall be final and binding on both parties.

**f. Rights of Teachers Representation**

- (1) No reprisal of any kind shall be taken by the District or the Association against any grievant, any party in interest, or any other participant in the grievance procedure by reason of such participation.
- (2) A teacher may be represented at all stages of the grievance procedure by himself/herself, or at his option, by a representative selected by the Association. If a teacher is not represented by the Association or its representative, the Association shall have the right to state its views prior to resolving the grievance procedure.

**g. Miscellaneous**

- (1) If a grievance arises from action or inaction on the part of a member of the administration a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing to the Superintendent and the Association directly and the processing of such Grievance shall be commenced at Level Three.
- (2) Decisions rendered at all Levels of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each Level shall begin the day following receipt of written decision by the parties of interest.
- (3) When it is necessary, beginning at Level Three, for a representative designed by the Association to attend a grievance meeting or hearing during the day (which cannot be accomplished outside teaching hours), he will upon notice to his/her Principal or Immediate Supervisor by the President of the Association, be released without the 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 given reasonable release time to testify in a hearing. If multiple teachers are required to testify, the District reserves the right to release the teacher just prior to their having to testify.
- (4) All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file.
- (5) Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be

prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure.

## **ARTICLE VII PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

1. The Association shall have the sole and exclusive right to District payroll deduction for membership dues for employees in the bargaining unit. The District shall pay deducted dues to the Association within a reasonable time.
2. With respect to all sums deducted by the District for membership dues, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.

The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.

3. The District shall deduct membership dues in accordance with the Association schedule, submitted to the District, from the wages of employees in the unit who are members of the Association and who have submitted written authorization forms to the Association.
4. The Association shall indemnify and hold the District harmless for any claims made by an employee. The Association shall have the right to select legal counsel at its sole option and expense, to control litigation strategies and decisions, and to determine whether any action or proceeding referred to above shall not be compromised, resisted, defended tried or appealed.
5. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, saving bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

## **ARTICLE VIII TEACHING HOURS**

1. The teacher workday shall start 15 minutes before the start of the students' regular school day except when a scheduled yard duty or faculty meeting requires earlier arrival. (The current school day starts at 8:10 AM at Chatom School and 8:28 AM at Mt. View School.) Teachers may leave ten minutes after the student's day provided that all of their professional responsibilities have been completed for the day. Teachers are to be completely prepared for the day as the students enter the classroom at 8:10 AM and 8:28 AM each morning.
2. It is recognized by both the District and the Association that the job of teaching varies from day-to-day and that in addition to teaching during the day the following areas must be done in order to carry out their professional responsibilities:

- a. Conferring and counseling with pupils, parents, staff and administrators.
  - b. Attending faculty and grade level meetings on the designated meeting day or other days with reasonable advance notice.
  - c. Attendance at Open House, Graduation and Back-To-School Nights. If a conflict should arise, prior approval from the principal for absence is necessary.
  - d. Providing for proper supervision of students immediately prior to and after the beginning and ending of the students' day and the beginning and ending of student recesses.
3. Each teacher will be responsible for ten (10) hours of time over the normal workday per year in sponsoring or working with students in extra-curricular activities. Volunteers will be solicited first for each of the following activities:

**Block Credit**

Fun Night Supervision/4 hrs per event  
 Cheerleader/10 hrs  
 Graduation Supervisor/10 hrs  
 Eighth Grade Banquet/Dance/4 hrs  
 CJSF Advisor/10 hrs  
 Graduation Exercise/1 hr  
 Student Council Advisor/8 hrs (if not part of regular class)

**Per Hour Credit**

Spelling Contest  
 Math Contest  
 Science Contest  
 Honor Awards Assembly  
 Tournament Supervision  
 Christmas Program  
 Student Guidance Comm.  
 PTC Carnival

Any unfulfilled responsibilities after volunteers are solicited shall be assigned equitably and fairly.

Other activities that count toward the ten (10) hours include:

Curriculum Development  
 After School/Weekend Conferences and Workshops not credited for  
 Professional Growth  
 Evening Programs  
 County Committees  
 Grant Development  
 Committees/Councils: PTC, School Site Council, ELAC, Textbook, Miscellaneous  
 Funding Raising Activities/With Prior Approval  
 Teacher Supervised Weekend Activities  
 Other Miscellaneous Activities Approved by Supervisor  
 Attendance at After-School PTC Meetings

- 4. Hours of employment for employees covered by the agreement shall commence and end at times to be determined by the District.
- 5. Once during each school year, the District shall have the right to schedule up to one (1) one hour and twenty-five (25) minutes for professional learning in lieu of one preparation time for teachers in grades TK-8.

6. The District agrees to provide 45 consecutive minutes of preparation time for teachers in grade TK-8 per instructional day.
7. In the event that the starting time for school is delayed or cancelled and should the number of instructional days of attendance fall below 180 and it becomes necessary to make up time, the Superintendent and the Association will determine when the time shall be made up. In the event of non-agreement, the District shall have final determination. Should time be required to be made up, it will only be in an amount necessary to reach the 180 instructional day requirement.
8. The regular Instructional Day is defined as follows:
 

Kindergarten	275 minutes daily excluding lunch
Grades 1-2	310 minutes daily excluding recess and lunch
Grades 3-5	310 minutes daily excluding recess and lunch
Grades 6-8	325 minutes daily excluding recess and lunch
9. On days declared to be "foggy days" and the school buses are delayed, teachers shall leave their home to travel to school at the time they normally would on a regular day. Teachers will be expected to arrive and open their classroom doors by 8:10 AM/Chatom and 8:28 AM/Mt.View.
10. Teachers will leave campus at the same time as students on minimum days prior to the holiday vacations. (President's Holiday, Thanksgiving, Christmas, and Easter/Spring Break)
11. Effective July 1, 2020 the two non-student contact days at the start of each school year for certificated bargaining unit members shall be scheduled as follows: One of the two six (6) hours and 35 minute non-student contact days will be designated by the District to be reserved for District determined meetings, training or other activities as determined by the District while the other will be designated by the District for bargaining unit members to prepare for the first student contact day and the upcoming school year (classroom organization, lesson preparation, materials preparation, etc.). No District meetings will be scheduled during the bargaining unit day (Round-Up is not a District meeting). The District will attempt to schedule the first day as the District designated day and the second day for bargaining unit members.
  - The parties acknowledge that any unit member contract day is subject to being classified as a furlough day as a result of subsequent negotiations.

**ARTICLE IX  
PAYMENT FOR NON-TEACHING AND EXTRA DUTIES**

1. "Extra-curricular duties" means those duties which are enumerated in Appendix C.
2. Extra-curricular Duties may be voluntary or non-voluntary and at the rates specified in Appendix C.

## **ARTICLE X LEAVES**

1. **Sick Leave** - Every teacher shall be entitled to one day of paid sick leave per month of employment.
  - a. Unused sick leave shall accrue from school year to school year.
  - b. At the beginning of each school year every teacher shall receive a sick leave allotment credit, equal to his sick leave entitlement for the school year. A teacher may use his credited sick leave at any time during the school year. Upon termination with the District, used, unearned sick leave shall be deducted from the employee's final pay warrant.
  - c. The District may require a physician's verification of illness if a teacher has been on sick leave.
  - d. The District shall provide each teacher with a written statement of (1) accrued sick leave total and (2) sick leave entitlement for the school year. Such statement shall be provided no later than June 1 of each school year.
  
2. **Pregnancy Disability Leave**
  - a. The District shall provide for leave of absence from duty for any certificated employee of the District who is required to be absent from duties because of pregnancy, disability, miscarriage, childbirth and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee's physician. The District reserves the right to require additional medical verification of the disability. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for job-related purposes, temporary disabilities and shall be treated as such under the health or temporary disability insurance or sick leave plan.
  - b. The District shall not discriminate for or against a pregnant teacher in its employment and training assignment procedures. Pregnant teachers must perform all duties as expected of other teachers.
  - c. The benefits provided pursuant to paragraph 2 above are pregnancy disability benefits, they are not benefits for child caring or child rearing leave or any other non-pregnancy disability that is covered by either the Federal Family Leave Act or the California Family Rights Act.
  
3. **Extended Illness Leave** - If a teacher has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of long-term illness or accident for a period of one-hundred (100) school days or less, then the amount of salary shall be on a differential basis. The substitute's salary or what would have been paid to a substitute, shall be deducted from the teacher's salary and the balance forwarded to the teacher on leave. The one hundred (100) days or less of the above

non-accumulative leave shall not begin until all other paid sick leave provisions for which he/she is eligible have been exhausted.

4. **Personal Necessity Leave** - Every teacher shall be entitled to use seven (7) days of his/her paid sick leave allotment during each school year in case of personal necessity.
  - a. "Personal Necessity" means situations dealing with business or personal emergencies that cannot be dealt with before or after the school day.
  - b. A teacher shall not be required to secure advance permission to use Personal Necessity Leave in those cases enumerated below:
    1. Death or serious illness of a member of his/her immediate family or close friend.
    2. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
    3. Up to two (2) days for paternity leave.
  - c. A teacher may use up to four (4) days per year of this leave without explaining the reason for the time off. Leaves are not intended to allow an employee to work elsewhere or to extend a holiday or weekend for pleasure, nor concerted activity, plus no more than three teachers per day except with Administration approval may use this leave.
  - d. In implementing this paragraph c, the District shall provide a "Permission Form".
5. **Bereavement Leave** - Every teacher shall be entitled to three (3) days of paid leave of absence, or five (5) days if travel of more than 300 miles is involved on account of the death of any member of his/her immediate family. This leave shall not be deducted from sick leave. The District shall require the use of Bereavement Leave before Personal Necessity Leave days are used for purposes allowed in this paragraph.
6. **Study Leave** - The Board may grant a teacher an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be for a minimum of one (1) semester and a maximum of one (1) school year.
  - a. A teacher shall apply to the Board for such leave no later than eight (8) weeks before its anticipated commencement.
  - b. A teacher on Study Leave shall be entitled to maintain at his own expense all benefits accorded and obligated by all duties imposed under paragraph 9 of this Article, entitled "Miscellaneous".
7. **Jury Leave** - A teacher shall be entitled to as many days of paid leave as are necessary for appearances in jury duty.
8. **In-Service Leave** - A teacher may be entitled to paid leave each school year for the purpose of improving his/her performance. Such leave may be used to visit classes in other schools or to attend Association workshops related to his/her performance.

9. **Catastrophic Leave Program** - When a catastrophic illness or injury incapacitates an employee or a member of his/her family for an extended period of time, fellow employees may donate accrued sick leave credits to that employee under the specific requirements of the district's catastrophic leave program. Donations made under the catastrophic leave program shall be strictly voluntary.

Definition of family member for purposes of the Catastrophic Leave Program only includes Article 4.4, Section 4.4.1.

1. An employee who is, or whose family member is, suffering from a catastrophic illness or injury may request donations of accrued sick leave credits under the catastrophic leave program.
2. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave. (Education Code 44043.5)

3. Upon requesting donations under this program, the employee shall provide verification of the catastrophic injury or illness. (Education Code 44043.5)

Verification shall be made by means of letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.

4. The committee of the site principal or department supervisor, the CUEA President and the Superintendent shall determine:
  - a. That the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury, and
  - b. That the employee has exhausted all accrued paid leave (sick leave and vacation leave) credits. (Education Code 44043.5)

5. When the above verification and determinations are made, the committee may approve the transfer of accrued sick leave credits. (Education Code 44043.5) Denial of transfer of sick leave credits shall not be subject to the grievance procedure.

6. The committee's representative shall inform employees of the means by which donations may be made in response to the employee's request.

7. This procedure shall be authorized by signature only on a district form. The donor and the person receiving the donation of accrued sick leave time will have his/her documentation form signed and noted in their file along with a record that the sick leave had been donated and thus deducted from the donor's sick leave credit as well as a notation of the addition of sick leave to the recipient's accrued sick leave total.

8. Leave from donated accrued sick leave may not be used for illness or disability that qualifies the unit member for worker's compensation benefits.
9. Any employee, upon written notice to the district, may donate accrued sick leave credits to the requesting employee at a minimum of one full day increments. All transfers of eligible leave credit shall be irrevocable. (Education Code 44043.5) Transfers occur when the employee uses such sick leave days donated. Donated days will be used from contributing employees on a rotating basis.
10. To ensure that employees retain sufficient accrued sick leave to meet needs that normally arise, donors will be allowed to donate up to 1/3 of their sick leave available at the time of donation.
11. Benefiting employees may use donated sick leave credits for a maximum of 12 consecutive school months.
12. An employee who received paid leave pursuant to this program shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program. (Education Code 44043.5) At the beginning of the new school year, an employee may not use donated sick leave until his/her sick leave for the new year is depleted.
13. All donations of accrued sick leave are confidential.
14. This article only pertains to CUEA bargaining unit members.
15. Catastrophic leave shall run concurrently with unpaid family leave and medical leave entitlements.
16. The Association shall hold the District, its Governing Board, officers, trustees, employees, and the Catastrophic Leave Program's committee members harmless and indemnify them with respect to any complaints or any claims of illness, injury, discrimination, loss of entitlement or denial of benefits under the Catastrophic Leave Program. Such indemnification shall include, without limitation, all consequential damage claims, from any cause whatsoever arising out of or in connection with the administration or operation of the Catastrophic Leave Program.
10. **Miscellaneous** – Unless otherwise provided in this Article, a teacher on a paid or unpaid leave of absence shall be entitled to:
  - a. Return to the same position prior to the leave if it is found by the Superintendent and the Board to be feasible and to the best interest of the District.
  - b. Receive credit for annual salary increments provided during his/her leave.
  - c. 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. A teacher on unpaid leave shall be entitled to maintain at his/her own expense all other teacher fringe benefits.



11. All approved leaves of absence and/or sabbaticals do not constitute a break in service. Therefore, there will be no loss of seniority.

## **ARTICLE XI CLASS SIZE**

1. Class size in excess of thirty-two (32), except in music, physical education, and drama will not be assigned to any employee. The District shall make necessary adjustment to maintain all such classes at or below thirty-two (32) students.
2. The placement of children classified as possessing mental, emotional and/or learning disabilities shall be considered in such review.
3. Unless otherwise limited by law, K-5 homeroom class size enrollment will be limited to thirty-two (32) students. If the size exceeds thirty-two (32) students and an additional adjustment cannot be made, the teacher shall receive an additional \$10.00 per day for each student in excess of thirty-two (32).
4. In grades 6-8, class size will be limited to an enrollment of one hundred ninety-two (192) students per day under the current periods per day arrangement. Each PE, music or drama class will count thirty-two (32) toward the one hundred ninety-two (192) student enrollment total, even though the actual class size is capped at 35.
5. For every student in excess of one hundred ninety-two (192), teachers in grades 6-8 will receive an additional \$10.00 per day per student. In grades K-8, such payment shall begin on the fifteenth cumulative per school year day in which the class size limit has exceeded and shall continue until class size is adjusted to the above prescribed limits.
6. Special Day Classes will have a range of fourteen to eighteen (14-18) students with a cap of twenty (20). If/when students nineteen (19) and/or twenty (20) enter the class; the teacher will be paid an additional \$10 per day per student above student #18. Resource Class size is defined in Ed Code.
7. Inequities shall be eliminated through an ongoing process of leveling and/or the employment of additional staff.
8. The District will provide the Association, upon request, sizes and averages.
9. Since class size has recently become an increasingly statewide issue, the District agrees to use additional dollars received to reduce class size to that end realizing that any increased state mandates could override the provisions of this article.
10. All class sizes are based on class rosters.

## ARTICLE XII TRANSFERS

1. A transfer refers to any District action which results in the movement of a teacher from the position he holds immediately preceding such action.
  - a. A transfer may be teacher-initiated ("Voluntary") or District initiated ("Involuntary").
  - b. A transfer may result in the movement of a teacher from one position to another ("lateral transfer").
  
2. Voluntary Lateral Transfers - A teacher may request a voluntary transfer to take effect during the school year or at the beginning of the next school year. In either event, the request shall be made on a "Request for Transfer" form and sent to the District Office.
  - a. Where the request is made for a transfer to take effect during the school year, it shall be made within ten (10) days of the posting of the notice of vacancy.
  - b. Where the request is made for a transfer to take effect at the beginning of the next school year, it shall be made no later than March 1 of the school year preceding the effective date.
  - c. All requests for voluntary transfers shall be considered on the basis of three (3) criteria -- (1) credentials to perform the required services; (2) District-wide need; and (3) demonstrated competency.
  - d. Voluntary transfer requests shall be given priority consideration, except in such cases where the fulfilling of a position with a voluntary transfer applicant would necessarily result in the layoff of another teacher, in which case the teacher to be laid off shall be given priority consideration over the voluntary application.
  - e. No teacher shall be overtly or indirectly pressured by the District to seek a voluntary transfer.
  - f. If a voluntary transfer request is denied, the teacher shall be provided with the reasons for the denial.
  
3. Lateral Involuntary Transfers -- Lateral transfers shall be based on the legitimate educational-related needs of the District.
  - a. Involuntary transfers generally will be made from those teachers on the bottom of the seniority list unless circumstances indicate that an unsuccessful educational experience would result for the students involved. Those circumstances could be (1) poor past evaluation, (2) educational training obviously unsuited for level considered.
  - b. Teachers to be involuntarily transferred generally would have the right to indicate preferences from a list of vacancies and the district would honor such requests on the basis of the criteria established in paragraph 3.a of this Article.
  - c. A teacher who is to be involuntarily transferred upon request could be given the reasons for the impending transfer.

- d. An involuntary transfer shall not result in the loss of compensation or seniority to a teacher.
- e. Teachers who have been involuntarily transferred or reassigned shall not be involuntarily transferred or reassigned for the next two (2) school years unless job performance is not satisfactory, based on their formal evaluation.

## **ARTICLE XIII CERTIFICATED EMPLOYEE EVALUATION**

### **Evaluation Procedure**

1. Probationary and temporary teachers shall be evaluated each school year. Permanent (tenured) teachers shall be evaluated no more than once every other school year provided that the teacher received a satisfactory evaluation.
2. A teacher to be evaluated shall be notified no later than November 15. At this time, the teacher will be supplied with the forms to be used in the evaluation and advised of the criteria of the evaluation. The teacher will also:
  - a. Be notified of the evaluator.
  - b. Be notified of the time-line of the evaluation procedure. (length of observations, schedule of observations, conferences and final evaluation).
  - c. Submit written annual goals and objectives within twenty (20) school days after being notified of his/her evaluation.
3. If during the course of the evaluation period mitigating circumstances happen to arise which require modification of the evaluation parameters, the employee and the evaluator may meet to review whether the goals and objectives will be altered.
4. The evaluation process shall include the following activities:
  - a. A maximum of three classroom observations as specified below, unless provisions of Item 5 below become necessary. Upon completion of a positive observation, the remainder observations shall not be required if mutually agreed upon by the evaluator and the evaluatee.
    1. Drop-in observation - unannounced observation at the discretion of the evaluator.
    2. Informal observation - Does not require pre-conference. Date and time of observation shall also be agreed upon by evaluator and evaluatee.
    3. Formal observation to be preceded by a preconference at least three (3) working days prior to the observation at which time the lesson's written objective(s) will be submitted to the evaluator. Date, time and subject of observation shall be agreed upon by evaluator and evaluatee.
  - b. Formal observations, as in (3) above, shall last at least one entire lesson or class period whichever applies, unless mutually agreed upon by evaluator and evaluatee that the observation may be shorter.

- c. Observations shall be followed by a post-observation conference and a post-observation summary within ten (10) working days of the observation.
  - d. A final evaluation conference between the teacher and the evaluator shall be held no later than thirty (30) days prior to the end of the school year to discuss the content of the final evaluation form. In the event the teacher disputes the content, the teacher may prepare a written statement which shall be attached and incorporated in the final evaluation.
5. Upon an unsatisfactory evaluation, the teacher will be referred to the PAR Program. (See Article XXII).
6. In the event that a teacher receives an unsatisfactory final evaluation, the employee's supervisor will take affirmative action to assist the teacher in correcting any deficiencies. The supervisor's role in assisting the teacher will include but not be limited to:
  - a. Specific recommendations for improvement.
  - b. Direct assistance to implement such recommendations.
  - c. Provision of additional resources to be utilized to assist with improvement such as mentor teacher assistance, workshops, and other remedies approved by the governing board at no expense to the teacher. The certificated employee also has the affirmative responsibility to utilize and cooperate with the assistance offered by the supervisor.
7. In preparation of the final evaluation form, the evaluator shall rely primarily on the data collected through classroom observations and post-observation conference summaries. No negative information related to classroom observations will be included in the final evaluation unless it has been discussed with the teacher and included in one of the post-observation conference summaries.
8. A teacher shall not be evaluated or held accountable for any aspect of the educational program over which the teacher has no authority and/or resources to correct deficiencies.
9. Teachers shall not be required to participate in observations and/or evaluations of other teachers.
10. The evaluation of teachers shall not include or be based upon the following:
  - a. Standardized achievement test results.
  - b. Utilization of clinical teaching as an exclusive method unless specifically agreed to by the teacher being evaluated.
  - c. Results of any tests utilized for the purpose of a School Improvement Plan.
11. The attached forms are the only forms to be used in the teacher evaluation for the term of the contract or until such time as revised forms are agreed upon by both parties.

## **ARTICLE XIV PEER ASSISTANCE REVIEW PROGRAM**

The Peer Assistance and Review Program (PAR) allow exemplary teachers to assist certain permanent and beginning teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods.

The extent of the program's assistance and review depends on whether the participating teacher is a beginning teacher, a volunteer permanent teacher, or a permanent teacher who has received an unsatisfactory evaluation in the areas of teaching methods and instruction. The Program's assistance shall be provided through Consulting/Mentor Teachers as described in detail in Section 2.3 of this document. This assistance shall not involve the participation in nor the conducting of the annual evaluation of the certificated unit members as set forth in Article XIII of the Contract and Education Code 44660, et seq., except for making available to the Administrator Evaluator the results of some unit members' participation in the Program.

The Program resources shall be utilized in the following priority: first, for Participating Teachers with an unsatisfactory evaluation; second, for Beginning Teachers; third, for Voluntary Participating Teachers on evaluation cycle and finally, for other Voluntary Participating Teachers.

### **1. Definitions for purposes of the document**

#### **1.1 "Classroom Teacher" or "Teacher"**

Any certificated employee who is covered by the certificated evaluation, Article XIII of the Agreement.

#### **1.2 "Participating Teacher"**

A certificated teacher who is a classroom teacher who either volunteers or is required by this Contract to participate in the Program.

#### **1.3 "Consulting/Mentor Teacher"**

An exemplary teacher meeting the requirements of the Consulting/Mentor Teachers Section 6.1.1, 6.1.2 and 6.1.3, to provide assistance to any Participating Teacher.

#### **1.4 "Beginning Teacher"**

Any certificated teacher having probationary or temporary status, or any District teaching intern participating in a program established according to Education Code 44305, et seq. and 44325, et seq. This Peer Program is to be closely coordinated with other District programs for training and assistance to beginning teachers, interns, and pre-interns.

#### **1.5 "Voluntary Participating Teacher"**

Any certificated teacher with permanent status may elect to have a Consulting/Mentor Teacher assist them in their evaluation process or engage in a professional growth activity.

#### **1.6 "Participating Teacher With An Unsatisfactory Evaluation"**

A certificated teacher with permanent status whose most recent performance evaluation resulted in an overall "Unsatisfactory" evaluation

in Instructional or Class Management areas as designated by Article XIII, Section 5 of the Contract.

**1.7 “Administrative Evaluator”**

Any certificated administrator appointed by the district to evaluate a certificated teacher.

**1.8 “Joint Panel”**

The governing group that administers the Peer Assistance Review Program.

**2. Program Outline for Referred Participating Teachers**

2.1 This section only applies to Participating Teachers with an overall Unsatisfactory Evaluation.

2.2 Any permanent teacher with an overall unsatisfactory evaluation must participate in the Peer Assistance Review Program.

2.3 The Consulting/Mentor Teacher’s assistance and review shall focus on the specific areas recommended for improvement by the Participating Teacher’s Administrative evaluator after the Participating Teacher receives the unsatisfactory rating.

2.3.1 These recommendations shall be written, aligned with student learning, clearly stated, and consistent with Education Code Section 44662. These recommendations shall be considered as performance goals required by Education Code Sections 44664(a) and 44500(b) (2).

2.3.2 All Participating Teacher referred to the Peer Assistance Review Program shall meet with their Evaluator and Consulting/Mentor Teacher assigned to the Participating Teacher to discuss the recommended areas of improvement outlined by the Administrator and the types of assistance that should be provided by the Consulting/Mentor Teacher.

2.3.3. The Consulting/Mentor Teacher and the Administrative Evaluator are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the Participating Teacher.

2.3.4. The Consulting/Mentor Teacher and the Participating Teacher shall meet to discuss the plan for assistance. After that meeting, the Consulting/Mentor Teacher will provide the assistance set forth in Article XIII, Section 6 of the Contract which shall also involve conducting multiple classroom observations of the Participating Teacher.

2.3.5. Before February 15th of each year, the Consulting/Mentor Teacher shall complete and submit a written report assessing the participating teacher’s participation in the Peer Assistance Review Program consisting solely of: (1) a description of the assistance provided to the Participating Teacher; and (2) a description of the results of the assistance in the targeted areas. This report shall be submitted to the Joint Panel before February 15th, with a copy submitted to the Participating Teacher.

- 2.3.6. The results of the referred teacher's participation in the Peer Assistance Review Program shall be made available as part of the Participating Teacher's annual evaluation. The Consulting /Mentor Teacher's final report will be placed in the teachers Personnel File and the Participating Teacher will have the right to submit a rebuttal.
- 2.3.7. The referred teacher will continue participating in the Peer Assistance Review Program, for a maximum of 18 months, until the Joint Panel determines the teacher no longer benefits from participation in the Program, or the teacher receives an satisfactory evaluation, or the teacher is separated from the District.
- 2.3.8. Participation in the PAR program shall not limit the authority of the Governing Board to initiate any form of discipline, including dismissal, of a teacher at any time. Participating teachers will still be evaluated by the District according to the timelines in Article XIII. The District has the sole authority to determine whether Participating Teachers are able to demonstrate satisfactory improvement.
- 2.3.9. The Joint Panel will make an annual report to the Superintendent and the Association regarding the Programs impact, improvements to be made in the Program, and any recommendations regarding Program participants, including forwarding the names of the permanent teachers with unsatisfactory evaluations who, after assistance, are unable to demonstrate satisfactory improvement. This report shall be submitted by February 15th.

### **3. For Beginning Teachers**

- 3.1. A Consulting Teacher will be assigned to one or more Beginning Teachers to provide assistance. In the first year the Consulting/Mentor Teacher shall concentrate the assistance in the area of the California Standards for the teaching profession. In the second year, the Consulting/Mentor Teacher will focus the assistance in the areas listed by the Administrative Evaluator as needing improvement. If none are listed, the Consulting /Mentor Teacher will continue building on the previous years work being done in the California Standards for the teaching profession.
- 3.2. The Consulting/Mentor Teacher and the Administrative Evaluator shall have a cooperative relationship, and shall coordinate the assistance provided to the Beginning Teacher.
- 3.3. Because Beginning Teacher participation in the Program is not legally mandated neither the Consulting/Mentor Teacher nor the Joint Panel will make written reports regarding individual Beginning Teachers, nor forward to the Superintendent the names of individual Beginning Teachers who participated in the Program.
- 3.4. The Consulting/Mentor Teacher shall provide an annual assessment of the Program's overall effectiveness and specific areas for improvement in the Program to the Joint Panel. The Joint Panel will annually report to the Superintendent and the CUEA on the overall effectiveness of the Program

for Beginning Teachers.

#### **4. Voluntary Participating Teachers**

- 4.1. According to the program set forth in Article XIII Section 1 of the Contract, and any teacher in the off year of the evaluation cycle, may utilize a Consulting/Mentor Teacher's assistance.
- 4.2. Voluntary Participating Teachers are expected to be high performing individuals who wish to grow and learn with the assistance from a peer, or who may be seeking assistance due to a change in assignment or the institution of new curriculum. The Program for Voluntary Participating Teachers will focus on practical application of certain teaching skills or the acquisition of a new subject matter.
- 4.3. The Voluntary Participating Teacher may terminate his/her participation at any time.

#### **5. Governance and Program Structure**

##### **5.1. Joint Panel**

The Peer Assistance and Review Program will be administered by a Panel consisting of five (5) members, three (3) certificated classroom teachers selected by the certificated classroom teachers in a selection process administered by CUEA and two (2) administrators. Qualifications for the teacher representatives shall be the same as those for Mentor Teachers as set forth in 6.1.1, 6.1.2, & 6.1.3, and they shall be elected by secret ballot in an election conducted by the CUEA and approval of Superintendent. A Panel Member's term shall be three years, except the first terms of the teacher members will be one one-year term, one two-year term, and one three-year term. These terms will be decided by lot. Panel members may be reelected at the conclusion of their terms.

The Joint Panel will make decisions through consensus in the areas of appointments, reports and recommendations to the Superintendent, and Program plan and budget. Failing consensus, these decisions will be made by majority vote, with at least one of the votes being an administrative vote. Three of the five Panel members will constitute a quorum for purposes of meeting and conducting business. Two teachers and one administrator will be the minimum required to reach a quorum.

When the Joint Panel is not meeting on District release time, each teacher representative will be paid at the District summer school hourly rate.

The Joint Panel's primary responsibilities involve establishing the annual Program and budget, and selecting and overseeing the Consulting Teachers. In addition the Panel is responsible for:

- 5.1.1 submitting to the Superintendent and CUEA an annual evaluation of the Programs impact, including recommendations regarding Participating Teachers with unsatisfactory evaluations, and if necessary, forwarding names of individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement. This report shall be submitted by February 15th;
- 5.1.2 assigning the Consulting/Mentor Teacher;



- 5.1.3 teachers requests for a Consulting/Mentor Teacher will be considered;
- 5.1.4 reviewing Consulting/Mentor Teacher's reports on Participating Teachers with permanent status referred to the Program because of unsatisfactory evaluations;
- 5.1.5 evaluating the effectiveness of the Consulting/Mentor Teachers in the role of Consulting/Mentor Teacher;
- 5.1.6 coordinating with the District to provide training for Consulting /Mentor Teachers, for Panel Members, and where appropriate, for Participating Teachers;
- 5.1.7 forwarding to the Personnel Office at the end of the year all the records regarding the Program that shall be filed separately from the individual personnel records, except the final evaluation of a teacher's participation in the program shall be made available for placement in the personnel file of the referred teacher receiving assistance.
- 5.1.8 establishing internal operating procedures and regulations necessary to carry out the requirements of the Education Code including Ed. Code 44506(b) 1-5 and this document, including a procedure for selecting the Joint Panel's chair.

5.2 The Panel shall use the following procedure for establishing the annual Program plan and budget:

- 5.2.1 By May 1 of each year the Panel will establish a Program and budget for the succeeding year, which will include:
  - 5.2.1.1 the estimated state revenues for the Program
  - 5.2.1.2 The estimated expenditures, involving:
    - \*projected number of Participating Teacher(s)
    - \*projected number of Consulting/Mentor Teachers needed to service the projected need
    - \*released time for the Panel and Consulting /Mentor Teachers
    - \*pay for Consulting/Mentor Teachers that is consistent with the pay parameters established by the negotiating parties,
    - \*projected costs for training, administrative overhead, and if necessary, legal and consulting assistance.

## 6. Consulting/Mentor Teachers

### 6.1 Minimum qualifications for Consulting Teacher:

- 6.1.1 a credentialed classroom teacher with tenured status and 3 years recent teaching experience;
- 6.1.2 demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge and commitment to District curricular goals and standards, and mastery of a range of teaching strategies necessary to meet students' needs in different contexts.
- 6.1.3 Ability to work cooperatively and effectively with other teachers and administrators, demonstrated effective leadership skills, and experience in working on school or District committees.
- 6.1.4 Consulting/Mentor Teacher positions shall be posted by the District. Each applicant will be required to submit a completed application, which shall include at least three references from

individuals who have direct knowledge of the applicant's abilities for the position. A reference from a district administrator is required. All applicants and references will be treated with confidentiality and will not be disclosed except as required by law. The Joint Panel will make the selection, which will be forwarded to the Superintendent. The Panel's procedures for selecting Consulting Teachers may include provisions for classroom observation of Consulting Teacher candidates.

- 6.1.5 The District shall implement the selection of Consulting/Mentor Teachers with the approval of the Joint Panel. Selection process must include three letters of recommendation, one being from a district administrator.
- 6.1.6 Within 6 weeks of the initial assignment, either the Consulting /Mentor Teacher and/or the Participating Teacher may petition the Joint Panel in writing for an assignment change for good cause.

6.2 Consulting Teachers shall provide assistance to Participating Teachers in the areas of subject matter knowledge, teaching strategies, teaching methods, and other school/district policies and regulations. This assistance may include, but not be limited to, the following activities:

- 6.2.1 providing consulting assistance to improve in the specific areas targeted by the Evaluating Administrator or California Standards for the Teaching Profession if no other areas were indicated by the Evaluating Administrator.
- 6.2.2 meeting and consulting with the Evaluating Administrator or designee regarding the nature of the assistance being provided;
- 6.2.3 observations of the Participating Teacher during periods of classroom instruction;
- 6.2.4 allowing the Participating Teacher to observe the Consulting/Mentor Teacher or other selected teachers;
- 6.2.5 attending specific training in specified teaching techniques or in designed subject matter.
- 6.2.6 demonstrating good practices to the Participating Teacher;
- 6.2.7 maintaining appropriate records of each Participating Teacher's activities and progress.

6.3 Mentor Teacher Services: Mentor teachers shall be provided a \$4,000.00 stipend, which shall be paid in two (2) installments in January and final payment at completion of the project. If the mentor teacher does not fulfill the complete term; the stipend of \$4,000.00 shall be prorated on the Basis of the service rendered.

## **7. Other Provisions**

- 7.1 Functions performed by unit members under this document shall not constitute either management or supervisory functions as defined by Government Code Section 5340.1(g) and (m).
- 7.2 Unit members who perform functions as Consulting/Mentor Teachers or Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title I of the California Government Code.

**8. Records of the Peer Assistance Review Program:**

- 8.1 All program records concerning individual participants will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 6250, et seq.). The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.
- 8.2 Peer Assistance Review Program records will be treated as confidential and will not be disclosed except as required by law.
- 8.3 The final report of the Joint Panel will be kept in the District Office separately from the Personnel Records, except the final evaluation of a teacher's participation in the program shall be made available for placement in the personnel file of the referred teacher receiving assistance.

**9.0 Miscellaneous**

- 9.1 The Panel shall have the ability to remove a Consulting/Mentor Teacher from that position for non-performance of duties.
- 9.2 This Program can not encroach upon the General Fund.
- 9.3 Bargaining unit members participating in the Peer Assistance Program may grieve compliance with the procedures established by this Article of the Contract. Referred Participating Teachers may not grieve the content of evaluations which led to their referral or the content of reports prepared as part of the peer assistance and review process.

**ARTICLE XV  
CITIZEN OR PARENT COMPLAINTS**

Any citizen or parent written complaint filed on a teacher that might have an adverse affect on the teacher's evaluation will be handled in the following manner:

- 1. The teacher shall be given an opportunity to meet with the complainant.
- 2. The teacher will be given opportunity to respond in writing to the complaint.
- 3. If the allegations are found to be true and are deemed a serious nature, the complaint and any written response shall be placed in the teacher's file.
- 4. The contents of all personnel files shall be kept in strictest confidence.
- 5. If the teacher challenges the truth of the allegations and the allegations are proven untrue, after the document becomes Class I permanent, the matter will be dropped and all written records entered into the personnel file regarding the matter shall be sealed and only opened by court order.

**ARTICLE XVI  
PERSONNEL FILES**

1. All items placed in a teacher's personnel file that are of a derogatory or negative nature must be provided to the teacher and he/she must be given an opportunity to review and prepare a written response to such materials.
2. Access to personnel files shall be limited to the District Administration and the unit member. The District Superintendent may share personnel files with the members of the Board of Education as needed for the Board to conduct official business.
3. The contents of all personnel files shall be kept in strictest confidence.
4. The District shall maintain the teachers' personnel files at the District office.

**ARTICLE XVII  
SAFETY CONDITIONS OF EMPLOYMENT**

1. Any employee who observed a working condition deemed unsafe by the employee or which reasonably would be so deemed, shall report such condition including the grounds for believing or alleging it is unsafe to his/her immediate supervisor.

The District will make every effort to maintain safe working conditions and to correct reported conditions as soon as possible.

**ARTICLE XVIII  
HEALTH AND WELFARE BENEFITS**

1. The District agrees to make contributions as listed in Appendix A.
2. The selection of the carrier, if any and the determination of the manner of administration and funding shall be within the district's sole discretion.
3. The dental cap: See Appendix A.

**ARTICLE XIX  
SALARIES**

1. All teachers who serve other than the required number of days for their job classification shall receive a salary which is not less than that which bears the same ratio to the established annual salary for their position as the number of days they serve bears to the number of working days required for their job classification.
2. Notwithstanding Paragraph 1 above, teachers who serve for one half of the school year, shall receive not less than one half the annual salary for their position.
3. The payroll period shall be defined as monthly beginning with July 1. Salary payments shall be made not later than one (1) day after the last day teachers are required to work during the payroll period. Salary payments for services in addition to the

teacher's regular assignment shall be made not later than fifty (50) days after the payroll period in which the service was performed.

## **ARTICLE XX TEACHER TRAVEL**

1. Schedules of teachers who are assigned to more than one (1) school shall be arranged so that no such teacher shall be required, without his/her consent, to engage in inter-school travel of more than eight (8) miles per day. Such teachers shall be notified of any changes in their schedules at least thirty (30) school days prior to the proposed change.
2. Teachers who may be requested to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the IRS rate per mile as adjusted annually. For all driving done between arrival at the first location at the beginning of their work day; provided, however, that if the distance from the teacher's home to his/her first location or from the teacher's last location to his/her home is greater than the distance between the teacher's home and his/her base school, he/she shall be reimbursed for the difference at the IRS rate as adjusted annually.
3. Teachers who use their personal cars for prior authorized business of the District shall receive the benefits provided in paragraph 2 above.
4. The written approval of the Superintendent or his authorized designee is required before initiating any travel generating an obligation from the District. Teachers who are covered by the provision of this Article shall be entitled to preparation period, lunch and relief time benefits in accord with Article VIII of the Agreement.

## **ARTICLE XXI MISCELLANEOUS**

1. **Management Rights:** All matters not specifically enumerated as within the scope of representation under Chapter 10.7, Section 35343.2 of the Government Code are reserved to the District.
2. Any individual contract between the District and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this agreement.
3. This Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms.
4. **Modification of this Agreement:** Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by both parties hereto.

**ARTICLE XXII  
INDIVIDUAL PROGRAMS FOR PROFESSIONAL GROWTH**

1. Effective September 1, 1985, any unit member receiving his or her first clear multiple or single subject teaching credential must do the following, as a minimum requirement, in order to maintain the validity of the credential(s):
  - a. Successful service as a classroom teacher or successful service authorized by a services credential.
  - b. Complete an individual program of professional growth as prescribed in this section or as amended by the Commission on Teacher Preparation and Licensing.

**ARTICLE XXIII  
MENTOR TEACHER PROGRAM**

1. **Selection Committee Membership:** The District and the teaching staff shall establish a selection committee of which the majority of the members shall be probationary or permanent teachers. However, no more than 3/4 of the teachers shall come from one site. The teaching staff shall select its representatives by secret ballot. The remaining members of the selection committee shall be administrators selected in a manner consistent with the state guidelines. The teacher representatives shall, at all times, constitute a majority of the committee. The committee shall be required to meet during regular work hours as well as outside the workday.
2. **Selection Committee Duties:** The Selection Committee shall seek applicants by the process of self-nomination, recommendation, or identification for the Mentor Teacher Program from permanent employees who are classroom teachers and shall submit its recommendations to the Governing Board. In determining its recommendations, the committee shall consider the statutory criteria for disqualification. The Selection Committee or a sub-committee of the Selection Committee shall observe the final candidates. Candidates shall be selected by a majority vote of the total membership of the Selection Committee and recommended to the Board of Education. Selection Committee shall develop a form and establish deadlines to be presented to the Board for approval. The number of mentors shall be in proportion to the number of classroom teachers as allowed by law. The final approval of the Mentor Teachers rests solely with the Board of Trustees.
3. **Mentor Teacher Services:** Mentor teachers shall be provided a \$4,000.00 stipend, which shall be paid in two (2) installments in January and final payment at completion of the project. If the mentor teacher does not fulfill the complete term, the stipend of \$4,000.00 shall be prorated on the basis of the service rendered. A mentor teacher may at his or her option be permitted release time for professional growth. The number of hours and days of service shall not exceed those hours and days served by regular classroom teachers. The mentor may use part of his or her administrative stipend for the cost of a substitute. Mentor teachers shall not be exempt from extra duty assignments or staff meetings required of other members of the Unit. In addition to all other non-instructional time provided by this contract, mentor teachers may be provided release time for the purpose of:

- a. Providing assistance to new teachers;
- b. Providing assistance to experienced teachers, upon request of the teacher; or
- c. Staff and curriculum development.

Mentor teachers shall not perform any duties which were performed by administration personnel prior to the mentor program. Mentor teachers shall not participate in the evaluation of any other teacher nor shall they be required to participate in any disciplinary action against a unit member arising from performing their mentor duties. Mentor teachers shall not be required to possess an administrative or pupil personnel services credential.

4. **Discontinuance of Program:** If state funding for this program is discontinued, the State funded program shall be discontinued. If the State funding for this program is reduced, the State funded program shall be reduced proportionately. The Governing Board reserves the discretion to discontinue this program after notifying the Association.

## ARTICLE XXIV DISCIPLINE

1. **Just Cause/Due Process**

The District may discipline a unit member only for just cause. Discipline shall include warnings, reprimands, or suspensions without pay for up to fifteen (15) working days. Discipline shall not include suspensions for more than fifteen (15) working days per year, dismissals, or evaluations.

2. **Progressive Discipline**

2.1 The following progressive discipline procedures will be applied except where the serious nature of the offense requires the District to directly impose a written warning, written reprimand, or suspension without pay. Whether or not the serious nature of the offense required bypassing progressive discipline steps may be submitted to arbitration under Article VI (Grievance Procedures) of the Agreement.

2.1.1 **Verbal Counseling/Warning**

The District shall first issue a verbal counseling/warning before imposing further discipline. Verbal counseling/warning may result in a post-conference summary memorandum. Post-conference summary memorandum will not be placed in the unit member's personnel file unless there is subsequent misconduct of the same nature.

2.1.2 **Written Warning**

Subject to 2.1 above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last two (2) years. Written warnings will not be placed in the unit member's file unless there is subsequent misconduct of the same nature.

2.1.3 **Written Reprimand**

Subject to 2.12 above, written reprimands will not be used unless the unit member has received a written warning about similar actions within the last two (2) years. The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file.

2.1.4 **Suspension Without Pay**

Subject to 2.1 above, suspension will not be used unless the unit member has received a written reprimand about similar actions within the last two (2) years.

No unit member will be suspended more than fifteen (15) working days during a school year for any single incident of misconduct. In all instances, however, the length of a suspension will relate to the severity of the action.

**3. Notice**

Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. A copy will be concurrently provided to the Association president. The notice of suspension will contain:

- 3.1 A statement of the specific acts or omissions upon which the action is based.
- 3.3 A statement of the cause(s) for which action is recommended;
- 3.4 Penalty proposed and effective date;
- 3.5 Copies of the documentary evidence upon which the recommendation is based;
- 3.6 A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of Article VI (Grievance Procedures) of this Agreement subject to 5.1 below.

**4. Administrative Leave**

In the event a unit member is placed on administrative leave without advance notice, a notice conforming to the specifications set forth above will be sent to the unit member by certified mail addressed to the unit member's last known address, within five (5) days of the unit member's removal from the position, with a copy concurrently provided to the Association president.

**5. Arbitration**

- 5.1 Only written reprimands and suspension without pay may be appealed to arbitration under the grievance procedure in Article VI (Grievance Procedures) of the Agreement commencing with Section e. (Arbitration Level). If timely appealed, the penalty will not be applied until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the work site. At arbitration, the just cause for earlier discipline may be determined by the arbitrator.
- 5.2 In order to timely request arbitration, the Association must request arbitration by delivering written notice of appeal to the superintendent within ten (10) working days after receipt of the notice of suspension or written reprimand. If the Association does not demand arbitration within the above timeline, the suspension without pay or letter of reprimand may be imposed immediately by the superintendent or designee.

**6. Confidentiality**

All information or proceedings regarding any actions or proposed actions pursuant to the Article will be kept confidential by the parties to the extent permitted by law.

**7. Education Code**

This Article is intended, for the purpose of suspension, to replace the



provisions of Education Code Section 44944, but will not apply to suspension pursuant to Education Code Sections 44939, 44940 or 44942. Nor is this Article intended to preclude the District's right to re-elect probationary unit members or issue notices pursuant to Education Code Section 44938.

## **ARTICLE XXV SAVINGS**

1. If any provision of this Agreement or any application thereof is held by a State or Federal Court of competent jurisdiction 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.

## **ARTICLE XXVI Association Rights**

This Article is entered into by the parties to acknowledge AB 119 legislation and each time a person is newly employed by CUSD/District in a position in the bargaining unit.

### 1. Scheduling of Orientation

The District will provide written notice of the date, time and location of all bargaining unit member orientation meetings, by electronic mail, to the Association president no later than fifteen (15) calendar days in advance of any orientation meeting that may occur throughout that year unless a mutual date and time are agreed upon.

### 2. Association Time Provided

The Association shall be provided up to forty-five (45) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientation meetings. District administration will excuse themselves during Association time.

- a. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings and will have access to District audio visual equipment for Association presentations.
- b. The Association shall have up to forty-five (45) minutes of paid release time for the Association President or designee to attend the scheduled orientation meeting.

### 3. New Bargaining Unit Member Information

The following new bargaining unit member information shall be delivered to the Association president in digital Excel format and hard copy, sorted by seniority date, no later than 30 days after the date of hire:

- a. Name
- b. Date of Birth\*
- c. Home Address\*
- d. Phone Numbers – work, home\* and cellular\*

- e. Personal (non-District) Email Addresses (if District possesses)
- f. School Site
- g. Grade Level/Assignment
- h. Date of Hire
- i. Seniority Date
- j. Full time Equivalent (FTE) status
- k. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
- l. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit "PIP" or College Internship, etc.)

\* Subject to bargaining unit members' right to restrict disclosure pursuant to Government Code section 6254.3.

#### 4. Bargaining Unit Member Information

In addition, twice per year (September & March 15<sup>th</sup>) during every school year, the District shall deliver to the Association president the following information in *digital Excel format* for all bargaining unit members:

- a. Name
- b. Date of Birth\*
- c. Home Address\*
- d. Phone Numbers – work, home\* and cellular\*
- e. Personal (non-District) Email Addresses (if District possesses)
- f. School Site
- g. Grade Level/Assignment
- h. Date of Hire
- i. Seniority Date
- j. Full time Equivalent (FTE) status
- k. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
- l. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit "PIP" or College Internship, etc.)
- m. Indication of any Unit Member on an unpaid Leave of Absence
- n. An indication of whether the District is deducting dues for membership

\* Subject to bargaining unit members' right to restrict disclosure pursuant to Government Code section 6254.3.

**APPENDIX A  
HEALTH AND WELFARE BENEFITS**

**Benefit Costs**

	2018-2019		2019-2020		2020-2021	
	Monthly	Annual	Monthly	Annual	Monthly	Annual
Blue Cross PPO (EE Only)	\$1,057.00	\$12,684.00	\$1,080.00	\$12,960.00	\$1,117.00	\$13,404.00
Vision Plan (EE Only)	13.34	160.08	13.34	160.08	13.34	160.08
Dental Plan (EE Only)	56.81	681.72	56.81	681.72	55.45	665.40
	<b>\$1,127.15</b>	<b>\$13,525.80</b>	<b>\$1,150.15</b>	<b>\$13,801.80</b>	<b>\$1,185.79</b>	<b>\$14,229.48</b>
	2021-2022		2022-2023			
	Monthly	Annual	Monthly	Annual		
Blue Cross PPO (EE Only)	\$1,187.00	\$14,244.00	\$1,258.00	\$15,096.00		
Vision Plan (EE Only)	13.34	160.08	12.67	152.04		
Dental Plan (EE Only)	55.45	665.40	52.68	632.16		
	<b>\$1,255.79</b>	<b>\$15,069.48</b>	<b>\$1,323.35</b>	<b>\$15,880.20</b>		

**Mediated Agreement**

For 2010-11 the District pays 7.9% of insurance premium increase (50% of 2010-2011 increase in premium rate), for individual employees participating in the plan. This establishes a “cap” for the District contribution of \$764.61/ month (\$9175.32 annually), which will be reflected in Appendix A. This cap survives any change in carriers/providers, can only be changed through collective bargaining. Individual employees participating in the plan will receive up to the full cap of \$764.61/month to be applied to individual and family plans.

Effective July 1, 2014 Health and Welfare benefit cap increase by the equivalent of 0.7% salary increase (\$40/month) to \$ 804.61.

Effective July 1, 2022 Health and Welfare benefit cap increase by the equivalent of 0.25% salary increase (\$35.39/month) to \$ 840.00.

**Medicare Coverage**

1. The District agrees to allow bargaining unit members to elect individually whether they shall become eligible for Medicare coverage as provided for by AB265 (1989) in Government Code Section 2209.03 et seq. The election shall be conducted pursuant to the rules and regulations promulgated by the Public Employee's Retirement System (PERS).
2. All bargaining unit members who are members of STRS and who were hired on or before March 31, 1986, shall be eligible to participate in the individual election.
3. The effective date of the coverage shall be July 1, 1999.

## APPENDIX B

### Chatom Union School District CERTIFICATED ANNUAL SALARY SCHEDULE 2023-24 (+8%) Effective 7/1/2023

Revised 1/25/2024

Board Approved 2/13/2024

COLUMN	I BA+36	II BA+48	III BA+60	IV BA+72	V BA+48 with MA	VI BA+60 with MA	VII BA+72 with MA
STEP							
1	60,435	62,553	64,741	67,005	65,472	67,660	69,925
2	62,250	64,426	66,681	69,014	67,346	69,601	71,934
3	64,114	66,360	68,683	71,087	69,279	71,603	74,007
4	66,041	68,352	70,742	73,220	71,271	73,666	76,138
5	68,021	70,403	72,864	75,416	73,323	75,785	78,336
6	70,062	72,513	75,052	77,677	75,433	77,972	80,597
7	72,165	74,691	77,303	80,010	77,610	80,222	82,929
8	74,329	76,928	79,622	82,408	79,848	82,540	85,329
9	76,558	79,239	82,012	84,883	82,158	84,932	87,802
10	78,856	81,613	84,471	87,429	84,534	87,391	90,350
11	81,220	84,064	87,004	90,051	86,983	89,923	92,971
12		86,586	89,618	92,750	89,504	92,537	95,670
13		89,183	92,305	95,532	92,102	95,225	98,453
14		91,857	95,075	98,399	94,778	97,995	101,318
17		94,613	97,926	101,353	97,533	100,845	104,272
20		97,451	100,862	104,394	100,371	103,782	107,314
23		100,376	103,890	107,526	103,297	106,809	110,445
26		103,387	107,006	110,752	106,308	109,927	113,672
29		106,487	110,217	114,073	109,406	113,136	116,992

1. Teachers with less than BA+36 units are frozen at Step 1 until such time as they acquire at least 36 units. Once 36 units are obtained, the teacher will move down to the appropriate step based on years of service.
2. Non-credentialed teachers working on a special education credential will receive a \$1,200 stipend for their second year at Step 3 of the first column. Item 2 sunset July 1, 2017 with the elimination of Columns I & II (Intern/Emergency, BA+24)
3. Longevity Increments – Unit members will be eligible to move no more than one step each year. Once any teacher reaches Step 14 in Col. II-VII, that person will be given a longevity increment the value of one down step, every three years. Beginning with the 2015-16 year, the continuing education unit requirement will be eliminated between steps 23/26. Beginning with the 2016-17 year, the continuing education unit requirement will be eliminated between steps 26/29. Step 29 is the last step on the Salary Schedule.
4. Teachers must comply with the tuberculosis testing requirements of Education Code 49406 in order to remain in paid status. Teachers not complying with this provision shall be placed in unpaid leave status until such time as they comply with these requirements. The District shall give thirty calendar days' notice to a teacher before placing them on unpaid status pursuant to this provision.
5. Teachers who do not take any leave during the year will receive a \$200.00 bonus.
6. Teachers may move across columns pursuant to Board Policy 4131. The Board policy will be modified as follows. A teacher may take any number of semester units during the year to move across the salary schedule, provided that the content of the courses is approved by the District/Superintendent and the District Unit's Evaluation Committee. A district-approved unit will require prior approval of 15 hours of participation in staff development, conferences, professional growth opportunities and/or other administratively approved activities that occur after school hours, on weekends or during the summer. Participation hours that occur during the school day may also be approved if the participant pays for either his/her classroom substitute, registration fee for the conference, or hotel stay. The required number of hours may include any and/or a combination of the above listed opportunities. The Superintendent has the final say in approving courses/unit requests. The courses taken must meet the qualifications stated in the "Guidelines for Unit Evaluation Committee" and must be taken from a nationally accredited college or university, accredited through an accrediting agency recognized by the U.S. Department of Education and/or Council for Higher Education Accreditation. District Approved Units/Non-college/course units, with prior written approval from the Superintendent, are acceptable whenever there is a new textbook Adoption application to school wide professional growth, AB 466 training, or CDE approved training.
7. Effective July 1, 2017 teachers who began employment with the District on or after July 1, 2017 shall be credited with up to thirteen (13) years of salary schedule placement credit for prior out of District credentialed teaching experience.

## Appendix C Stipends

1. The first year a teacher accepts, or is eligible to receive a stipend he/she will be paid according to the base schedule below:

	7/1/2022 + 6.56%	7/1/2023 + 8.22%
Volleyball	\$ 827.66 /team	\$ 895.69 /team
Football	\$ 465.53 /team	\$ 503.80 /team
Soccer	\$ 676.70 /team	\$ 732.33 /team
Basketball	\$ 1,448.42 /team	\$ 1,567.48 /team
Track	\$ 413.81 /team	\$ 447.83 /team
Timekeeper	\$ 16.16 /game	\$ 17.48 /game
Assistant Coach - 25% of regular coach stipend.		
Activities Director *	\$ 940.83	\$ 1,018.17
Athletic Director	\$ 627.23	\$ 678.78
Outdoor Education	\$ 784.02	\$ 848.46
Year Book Advisor	\$ 1,552.99	\$ 1,680.64
Ad Layout	\$ 414.09	\$ 448.13
Music	\$ 2,070.00	\$ 2,240.15
ELAC Committee Chair	\$ 671.17	\$ 726.34
Technology	\$ 4,846.18	\$ 5,244.53
Detention	\$ 32.32 /hour	\$ 34.98 /hour
After School Tutoring	\$ 40.38 /hour	\$ 43.70 /hour
Home Hospital	\$ 40.38 /hour	\$ 43.70 /hour
GATE Seminar	\$ 40.38 /hour	\$ 43.70 /hour
GATE Coordinator	\$ 662.95 Annually	\$ 717.45 Annually
Textbook Adoption Coordinator	\$ 2,187.74 Annually	\$ 2,367.57 Annually
Cheerleading Sponsor	\$ 323.09	\$ 349.65
Substituting for another teacher during prep**	\$ 40.38	\$ 43.70
Summer School teacher	\$ 161.53 /day	\$ 174.81 /day
Elem. Activities Dir.	\$ 235.21	\$ 254.55
Agricultural Day Coord.	\$ 313.34	\$ 339.09
Summit Program	\$ 313.61	\$ 339.39
Graduation Coord.	\$ 156.80	\$ 169.69
Teacher in Charge	\$ 662.95	\$ 717.45
Teacher in Charge Alternate	\$ 331.48	\$ 358.72
Combination Classes	\$ 1,988.85	\$ 2,152.33
Combination Classes 50%	\$ 994.42	\$ 1,076.16
California Junior Scholarship Federation/Odyssey	\$ 484.63	\$ 524.47

Per Demo 2/23/24  
Approved 2/13/24

2. Teachers already receiving stipends for 1990-91 will be paid according to the following schedule:

Volleyball	\$ 922.93	\$ 998.79
Football	\$ 576.10	\$ 623.46
Soccer	\$ 1,036.58	\$ 1,121.79
Basketball	\$ 2,487.00	\$ 2,691.43
Track	\$ 460.48	\$ 498.33
Athletic Director	\$ 921.75	\$ 997.52

3. Each year hereafter stipend amounts will be increased by Statutory COLA.

4. Add .68% to stipends for 2008-09

5. Beginning with the 2007-08 school year, teachers assigned to combination classes shall receive an annual stipend of \$1,500 defined as those classes that are self-contained for all periods with more than one grade level and all CORE curriculum taught and are equally sharing the combination class(ex. .5 plus .5) will have \$750.00 each.

Chatham Elementary School: Those teachers, who are teaching self contained for all periods with more than one grade level and all CORE curriculum taught for each grade level, will be considered combination class teachers.

Mt. View Middle School: At Mt. View Middle School, those teachers, who are teaching self-contained classes for all periods with more than one grade level and all CORE curriculum taught for each grade level, will be considered combination class teachers. Exception: MV combination class teachers, who have a preparation period while one of their CORE subjects is taught by another teacher, still qualifies for the stipend. Therefore, these teachers will not be disqualified due to the assignment of prep periods as designed in the master schedule of classes.

6. After School Tutoring

All teachers, who tutor in the After School Program, will be paid the tutoring rate. If no student comes for tutoring the site Principal will assign the teacher another after school tutoring class. The teacher has the choice of being assigned to another after school tutoring class (and join that teacher) for either one-half or one whole hour. In that case, the CUEA/CTA contract language, Appendix C, will apply. If the teacher chooses not to be assigned to another class, the teacher will not be paid the tutoring rate for that day.

\*If not part of class

\*\*Per period/ per hr. - 30 min. or less receives 1/2 the period stipend and 31 min. or more receives the full hour stipend.

**APPENDIX D  
STATEMENT OF GRIEVANCE FORM**

\_\_\_\_\_

Grievant's Name	School	Date Filed
-----------------	--------	------------

1. Statement of Grievance

a. Specific provision(s) of contract that are alleged to have been violated.

\_\_\_\_\_  
\_\_\_\_\_

b. Manner in which all said provisions have been violated (indicate names, location, date(s), time, etc.)

\_\_\_\_\_  
\_\_\_\_\_

c. Steps taken up to this point. (e.g. discussed w/supervisor, etc.)

\_\_\_\_\_  
\_\_\_\_\_

d. Remedy Sought

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Association Representative(s)

\_\_\_\_\_

Grievant's Signature

\_\_\_\_\_

Date

Copies of Grievance Forms to:

- \_\_\_ Superintendent
- \_\_\_ Supervisor
- \_\_\_ Association
- \_\_\_ Grievant







**APPENDIX F  
VOLUNTARY DONATION OF  
SICK LEAVE CREDIT**

School Year: \_\_\_\_\_

Employee: \_\_\_\_\_

Site: \_\_\_\_\_

# of Sick Leave Days on Record: \_\_\_\_\_

# of Sick Leave Days to Transfer: \_\_\_\_\_

# of Sick Leave Days Remaining: \_\_\_\_\_

Employee to Receive Sick Leave Credit : \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX G  
GIFT OF SICK LEAVE ACCRUALS**

**To:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**This is to let you know that a gift of \_\_\_\_\_ sick leave day(s) has been**  
*# of days*

**transferred recently to your sick leave account.**

\_\_\_\_\_  
Signature  
Business Manager

## **APPENDIX H ROOM MOVES**

Moving or exchanging rooms occurs due to program or grade level assignment changes. Recognizing that the room moves require time and preparation, teachers who change/move rooms may elect to have:

1. Two (2) days of support from a substitute teacher covering their class thus relieving time for the teacher to pack and prepare for the move. This time must be coordinated with the site principal.

OR.....

2. Compensation at the substitute's rate of pay for two days for packing and preparation which is done outside the school day or during the summer break (Procedure for electing compensation: Notify the principal that you are electing compensation for the move. After the room move, forward a "Time Sheet" to the Superintendent.)

When packing boxes, label them with your name, school, and new room number so that our Maintenance/Operations/Custodial staff can move the boxes to the appropriate room.

(This procedure will begin Summer, 2001.)

## **APPENDIX I WORK YEAR**

- The work year for 2003-04 was changed from 185 workdays to 184 workdays.
- Beginning the school year 2004-05, and thereafter, the work year will change to 183 workdays.
- For the work year 2009-10 only, the work year is changed from 183 days to 182 days to allow for one furlough day.
- The work year in 2010-11 is changed from 183 days to 178 days, to allow for five (5) furlough days.
- The work year in 2011-2012 is changed from 183 days to 182 days to allow for one (1) furlough day.
- The work year in 2012 – 2013 is 183 days.
- The work year remains at 183 days unless negotiated otherwise.

**APPENDIX J**

*The memorandum below supersedes a previous MOU, dated 10/13/06, which allowed the CUEA President two (2) days of release time.*

**Memorandum of Understanding  
Between  
Chatom Union Educator's Association  
And  
Chatom Union School District**

RE: President's Release Time

As agreed upon per negotiations for the 2009-10 contract year, both aforementioned groups have agreed to release time for the President.

The District agrees to provide the President with five (5) days release time to conduct the union's business, with the substitute paid by the union.

This language is in compliance with Education Code section 44987 and Government Code section 3543.

\_\_\_\_\_  
Chatom Union Education's Association

\_\_\_\_\_  
Chatom Union School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX K

APPENDIX K

Part of 04.05 Contract Settlement

100 of SB 395

All teachers will need to be C.H.A.D. and/or SB 395 certified by the end of the 2005 - 2006 school year.

Barbara Palmer, CUSD  
3/8/05

Jan [Signature]  
3/8/05

[Signature]  
3/8/05

APPENDIX L

APPENDIX L  
MEMORANDUM OF UNDERSTANDING

Chatom Union Educators Association and Chatom Union School District

The following was agreed to as part of the 2010-11 tentative agreement, ultimately ratified by the District and bargaining unit: *For 2010-11 the District pays 7.9% of insurance premium increase (50% of 2010-2011 increase in premium rate), for individual employees participating in the plan. This establishes a "cap" for the District contribution of \$764.61/ month (\$9175.32 annually), which will be reflected in Appendix A. This cap survives any change in carriers/providers and can only be changed through the collective bargaining. Individual employees participating in the plan will receive up to the full cap of \$764.61/month to be applied to individual and family plans.*


It is agreed and understood that in the event an employee participating in the plan chooses a plan costing less than the agreed upon District contribution, the employee shall receive the difference in cash. The employee is responsible for any taxes that are the result of receiving this cash.

Bob McDonough, CUEA President Bob McDonough 4/20/11  
Signature Date

Jack Mayer, Superintendent \_\_\_\_\_  
Signature Date

C. Olvera, Superintendent-Principal C. Olvera 4/22/11  
Date

**Ratified: February 13, 2024**

Anthony Avila, Board President 


2-13-24  
Date

Cherise Olvera, Superintendent C. Olvera

2-14-24  
Date

Laura Nance, Association President 

2-14-2024  
Date

Linda Aguiniga, Association Vice President 

2-14-24  
Date