

# AGREEMENT

BY AND BETWEEN THE

CUTLER-OROSI UNIFIED  
TEACHERS ASSOCIATION / CTA / NEA

AND THE

CUTLER-OROSI JOINT UNIFIED  
SCHOOL DISTRICT

2017 - 2020

<b>TABLE OF CONTENTS</b>		
<b>ARTICLE</b>	<b>TOPIC</b>	<b>PAGE</b>
	<b>PREAMBLE</b>	<b>3</b>
<b>ARTICLE I</b>	<b>RECOGNITION</b>	<b>3</b>
<b>ARTICLE II</b>	<b>MAINTENANCE OF BENEFITS</b>	<b>3</b>
<b>ARTICLE III</b>	<b>NEGOTIATION PROCEDURES</b>	<b>3</b>
<b>ARTICLE IV</b>	<b>TRANSFERS/ASSIGNMENTS</b>	<b>4</b>
<b>ARTICLE V</b>	<b>NONDISCRIMINATION</b>	<b>8</b>
<b>ARTICLE VI</b>	<b>STATUTORY CHANGES</b>	<b>8</b>
<b>ARTICLE VII</b>	<b>EVALUATIONS/PERSONNEL FILES</b>	<b>8</b>
<b>ARTICLE VIII</b>	<b>EMPLOYEE TRAVEL</b>	<b>11</b>
<b>ARTICLE IX</b>	<b>HOURS OF EMPLOYMENT</b>	<b>12</b>
<b>ARTICLE X</b>	<b>CLASS SIZE</b>	<b>20</b>
<b>ARTICLE XI</b>	<b>ABSENCES AND LEAVES</b>	<b>22</b>
<b>ARTICLE XII</b>	<b>SAVINGS</b>	<b>32</b>
<b>ARTICLE XIII</b>	<b>GRIEVANCES</b>	<b>33</b>
<b>ARTICLE XIV</b>	<b>SAFETY</b>	<b>36</b>
<b>ARTICLE XV</b>	<b>EFFECT OF AGREEMENT</b>	<b>37</b>
<b>ARTICLE XVI</b>	<b>DISTRICT RIGHTS</b>	<b>38</b>
<b>ARTICLE XVII</b>	<b>ASSOCIATION RIGHTS</b>	<b>39</b>
<b>ARTICLE XVIII</b>	<b>EMPLOYEE RIGHTS</b>	<b>41</b>
<b>ARTICLE XIX</b>	<b>TEACHER BENEFITS</b>	<b>41</b>
<b>ARTICLE XX</b>	<b>SALARY</b>	<b>44</b>
<b>ARTICLE XXI</b>	<b>AGENCY SHOP (FAIR SHARE)</b>	<b>46</b>
<b>ARTICLE XXII</b>	<b>TERM</b>	<b>48</b>
<b>APPENDIX A</b>	<b>CERTIFICATED SALARY SCHEDULE AND SLP SCHEDULE</b>	<b>50</b>
<b>APPENDIX B</b>	<b>RULES FOR PLACEMENT AND ADVANCEMENT ON THE CERTIFICATED SALARY SCHEDULE</b>	<b>52</b>
<b>APPENDIX C</b>	<b>PAY SCHEDULE – EXTRA DUTY ASSIGNMENTS</b>	<b>55</b>
<b>APPENDIX D</b>	<b>CERTIFICATED TEACHER PERFORMANCE APPRAISAL</b>	<b>56</b>
<b>APPENDIX E</b>	<b>COACH/RESOURCE TEACHER PERFORMANCE APPRAISAL</b>	<b>59</b>
<b>APPENDIX F</b>	<b>GRIEVANCE FORM</b>	<b>60</b>
<b>APPENDIX G</b>	<b>PROFESSIONAL GROWTH FORM</b>	<b>61</b>

## **+PREAMBLE**

This Agreement is made and entered into by and between the Cutler-Orosi Unified School District (hereinafter referred to as the "District"). The terms "District" and "District Management" as utilized in this Agreement shall be deemed to be synonymous and shall, as appropriate, include the District as an entity, the Board of Trustees, the Superintendent, and all other members of District Management, including Management at the level of the school site; and the Cutler-Orosi Teachers Association, California Teachers Association, National Education Association (hereinafter referred to as the "Association"). This Agreement shall remain in full force from July 1, 2017, through June 30, 2020 or until a successor agreement is reached.

## **ARTICLE I: RECOGNITION**

The District recognizes the Association as the exclusive representative for all employees in the appropriate unit of certificated employees. The appropriate unit shall be as follows: All certificated employees excluding management, confidential, hourly adult education teachers and supervisory employees and all substitute teachers.

## **ARTICLE II: MAINTENANCE OF BENEFITS**

- 2.1 The Board shall not reduce or eliminate any benefits or professional advantages contained herein without the benefit of negotiations.
- 2.2 This Agreement shall supersede any rules, regulations, or practices of the Board which are or may in the future be contrary to or inconsistent with its terms.
- 2.3 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

## **ARTICLE III: NEGOTIATION PROCEDURES**

- 3.1 The initial submission of Proposals shall normally take place at the first official Board meeting in March.
- 3.2 Not later than March 31 of the calendar year in which this Agreement expires or reopens, the District and the Association shall meet to set bargaining goals,

parameters, and ground rules for negotiations. Bargaining shall normally begin by April 15.

- 3.3 The District and the Association may discharge their respective negotiation duties by means of authorized officers, individual representatives, or committees.
- 3.4 Negotiations shall take place at mutually agreeable times and places.
- 3.5 The Association may designate up to five (5) representatives each of whom shall receive reasonable amounts of release time for the purpose of meeting and negotiating.
- 3.6 Upon written request, the Board will furnish the Association with two (2) copies of all budgetary and other information it produces that are necessary for the Association to fulfill its role as the exclusive bargaining representative.
- 3.7 This Agreement may not be modified in whole or in part, except by agreement in writing duly executed by both parties. The representative appointed by each party shall have the power to negotiate for that party and to make tentative agreements. However, final agreement shall be contingent upon ratification by the Board and the Association.
- 3.8 Upon ratification by the parties, the written agreement shall be signed by the President of the Association and the Superintendent. Said Agreement shall be binding upon both parties for its duration.
- 3.9 Within the thirty (30) calendar days after the ratification of the Agreement by both parties, the District shall prepare and deliver to the Association sufficient copies of the Agreement to be distributed to each teacher. Each year all teachers shall receive any revised copy of the contract. As each new teacher is hired, (s)he will receive a copy of the current contract.
- 3.10 Either party may utilize the services of consultants to assist in the negotiations.
- 3.11 Upon request, the District shall furnish the Association with the placement of teachers on the respective salary schedule within 30 days.

#### **ARTICLE IV: TRANSFERS/ASSIGNMENTS**

- 4.1 A transfer is a change of school site, grade level or subject matter assignment within the teacher bargaining unit. Vacancies at the school site will be posted at

the site in question and filled on a voluntary basis prior to opening the vacancy to the District or to applicants outside the District. A copy of all District vacancies shall also be sent to the COUTA Site Representative at each school site for placement on the COUTA bulletin board as they occur. The parties agree to utilize the SITE PLACEMENT SURVEY for possible transfers that take place over the summer months.

4.2 Transfers may be teacher initiated (voluntary) or District initiated (involuntary).

4.3 “Vacancy” or “Opening” is defined as a position in the bargaining unit that becomes open by retirement, death or resignation of a current unit member or that is created by the District because of enrollment growth at a school site.

4.3.1 The District will select employees for transfers based on educational needs, program needs, evaluations, and observations, along with the following criteria: special skills, credential to perform the services, areas of study emphasis, expertise, affirmative action policy, and special talents.

#### **4.4 VOLUNTARY TRANSFERS**

4.4.1 Teachers may initiate their own transfer by submitting a written request to the District Superintendent or designee.

4.4.2 Applications for transfer may be submitted at any time during the District’s regular office hours.

4.4.3 A transfer application may be submitted in response to a particular opening that has been announced in the District or simply for purposes of receiving consideration for vacancies as they occur. If the applicant indicates that he/she wishes only to be considered for a particular opening, his/her application will become inactive once that opening is filled. Otherwise, the application will be kept open by the District for reference when vacancies occur until March 15th of that school year.

4.4.3.1 Teachers who wish to transfer to another site and/or grade level for the next school year should submit a transfer request letter to the District as soon as possible after March 15th and prior to May 1st. The letter should be as specific as possible about the new assignment

desired. Requests for transfer after May 1st will be taken by the District but will be considered for transfer within the staffing assignments that exist when the request is received.

- 4.4.4 The administration shall post notice of all known certificated vacancies as soon as they are authorized by the District. Notices shall be posted for at least five (5) working days on the District website and transmitted by email using the District's system prior to the closing date for applications which shall be specified on the notice for the vacancy. The District may post the vacancy outside the District simultaneously with the in-house posting.
- 4.4.5 Transfer requests for the next school year will be reviewed by site administrators and assignments made. An attempt to contact the teacher will then be made to confirm that the teacher still wants to make the requested transfer. If the teacher accepts the assignment, the transfer will become final. If the assignment is declined, the request for transfer will be removed from the file. The teacher may submit a different request if desired.
- 4.4.6 If a voluntary transfer request is denied, the employee may request and shall be granted a meeting, accompanied by an Association representative, and/or a written statement regarding the specific reasons for the denial.
- 4.4.7 Vacant positions in the District teaching staff shall be offered to currently employed certificated staff members who have applied, who are qualified, and who are acceptable to the receiving school Principal for such positions prior to the employment of anyone from outside the District.
- 4.4.8 No position shall be filled until after the closing date for application specified on the notice of vacancy.

#### **4.5 INVOLUNTARY TRANSFERS**

- 4.5.1 Teachers shall not be pressured or arbitrarily assigned into another position.
- 4.5.2 Normally, no vacancy shall be filled by an involuntary transfer if there

is a qualified volunteer available, who is acceptable to the receiving school principal.

- 4.5.3 A unit member will receive written notice of his/her involuntary transfer for the coming year by May 15<sup>th</sup>. Procedural exceptions may be made if an educational need arises after the May 15<sup>th</sup> deadline.
  - 4.5.4 At the written request of the employee who is to be involuntarily transferred, written reasons for the impending transfer will be given.
  - 4.5.5 The District will select employees for involuntary transfers based on educational need and the criteria in 4.3.1. If the above factors are substantially equal between two or more potential involuntary transferees the employee with the least amount of district-wide seniority will be transferred.
  - 4.5.6 Teachers who must be involuntarily transferred from their current positions because of declining enrollment or for other similar reasons, shall have the right to indicate their preference for placement from among any vacancies that exist at the time or that become existent during the summer vacation period.
  - 4.5.7 An involuntary transfer shall not result in the loss of compensation, seniority or fringe benefit to a teacher.
  - 4.5.8 In the event that an involuntary transfer results in the loss of an extra duty assignment(s), the employee will be compensated for any time served, on a pro-rata basis.
- 4.6 Unit members who are transferred or reassigned during the school year shall be allowed two (2) days of out of class time for preparation prior to the effective date of the transfer or reassignment. If the move occurs over a vacation or break period, the teacher will be paid at the hourly rate of pay.
- 4.6.1 Teachers who are required by the District to pack (box) all of their classroom materials and change rooms shall be compensated for one day (up to 8 hours) for take down and packing and one day for unpacking and set up (up to 8 hours) at the hourly rate of pay. Moves initiated by the teacher shall not be compensated.
- 4.7 Any disciplinary action towards bargaining unit members by involuntary transfer or reassignment, shall be consistent with the principles of just cause and due

process.

## **ARTICLE V: NONDISCRIMINATION**

The District will not unlawfully discriminate against any employee on the basis of race, ethnicity, marital or parental status, religion, creed, age, color, national origin, ancestry, sex, gender, gender identity, gender expression, sexual orientation, military and/or veteran status, physical or mental disability, political affiliation, domicile, membership in an employee organization, or participation in the activities of an employee organization. The District also prohibits employment discrimination based on “protected genetic information.”

## **ARTICLE VI: STATUTORY CHANGES**

Improvements or reductions in employee benefits which are mandated by an amendment or addition of statutory guarantees now provided by California or federal law shall be incorporated into this Agreement.

## **ARTICLE VII: EVALUATIONS/PERSONNEL FILES**

### **7.1 GENERAL**

- 7.1.1 It is understood and agreed by the parties that the primary objective of the evaluation process is to maintain or improve the quality of instruction. To this end evaluative critique shall, where possible, be constructive and offer positive reinforcement to the teacher being evaluated.
- 7.1.2 Formal observation and evaluation of certificated employees shall be made on a continuing basis of at least twice each year for probationary/temporary personnel and at least once every two years for permanent personnel.
- 7.1.3 Evaluation of certificated staff assigned to a non-classroom position shall be based on the actual duties that the employee is performing for the District.

### **7.2 PROCEDURES**

- 7.2.1 The evaluation process for probationary/temporary employees shall consist of at least: two pre-observation conferences that may include



goal setting, two formal observations, two post-observation conferences, a written summary of each formal observation, informal observations, and a final written evaluation.

- 7.2.2 The first observation of probationary/temporary employees must be completed no later than the first week in December, and the second observation no later than February 1.
- 7.2.3 The evaluator shall reduce comments concerning any formal observation of the evaluatee to writing as a basis for conferring with the employee. This conference shall be held no later than five (5) working days following the observation except by mutual agreement of both parties of the conference.
- 7.2.4 The finalized evaluation results shall be set forth on the Certificated Personnel Performance Appraisal Form attached as Appendix D to this Agreement. The evaluatee will sign and date the evaluation form indicating that the conference has taken place. One (1) copy of the evaluation shall be given to the evaluatee. The original copy shall be placed in the employee's personnel file.
- 7.2.5 The evaluation process for tenured employees shall consist of at least: one pre-observation conference that may include goal setting, one formal observation, one post-observation conference, a written summary of the formal observation, informal observations, and a final written evaluation.
- 7.2.6 The evaluation of tenured personnel shall be completed not later than thirty (30) days prior to the end of the school year in which the evaluation takes place.
- 7.2.7 The evaluator shall reduce comments concerning any formal observation of the evaluatee to writing as a basis for conferring with the employee. This conference shall be held no later than five (5) working days following the observation except by mutual agreement of both parties of the conference.
- 7.2.8 The finalized evaluation results shall be set forth on the Certificated Personnel Performance Appraisal Form attached as Appendix E or F to this Agreement. The evaluatee will sign and date the evaluation

form indicating that the conference has taken place. One copy of the evaluation shall be given to the evaluatee. The original copy shall be placed in the employee's personnel file.

- 7.3 Any employee who receives five (5) or more "DN" marks on their performance appraisal shall be deemed as not meeting district standards. A combination of "DN" and "NI" and/or multiple "NI" marks may result in a rating of not meeting district standards. Any certificated employee who receives a rating of "Not Meeting District Standards" on the Certificated Personnel Performance Appraisal Form shall, upon request, be entitled to a subsequent observation, conference, and written evaluation as prescribed above (outside of the calendar timelines).
- 7.4 If an unsatisfactory evaluation is indicated, the evaluator shall thereafter confer with the evaluatee making specific recommendations in writing as to areas of improvement in the employee's performance and endeavor to assist him/her in such performance.
- 7.5 The evaluatee shall have the right to initiate a written reaction or response to this evaluation. Said statement shall be dated and become a permanent attachment to the evaluation form.
- 7.6 The evaluator shall take positive action to assist the evaluatee in correcting any cited deficiencies. Such action shall include specific recommendations for improvement, direct assistance for implementing such recommendations, and/or release time if recommended by the immediate supervisor, for the certificated employee to visit and observe other similar classes in other schools.
- 7.7 Evaluations shall be based upon direct observation or evidence that can be clearly substantiated.
- 7.8 Dismissal procedures will be determined by established law. (Current code sections governing dismissal include but are not limited to: 44844 through 44960.)
- 7.9 Employees will not be required to enter into informal self-assessment activities.
- 7.10 During any school year an employee may request and receive one (1) postponement of a scheduled observation by submitting a written request for such postponement to his/her evaluator in advance. If such a postponement is granted, the employee and bargaining unit agree to waive the calendar deadlines contained herein.

## **7.11 PERSONNEL FILES**

- 7.11.1 The person who prepares evaluation material in a teacher's personnel file shall sign and date the material. Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Employees may inspect their personnel file provided that the request is at a time when such person is not actually required to render services to the District. Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours.
- 7.11.2 The District shall maintain official personnel files at the District's Central Office.

## **ARTICLE VIII: EMPLOYEE TRAVEL**

- 8.1 Employees who are required by the District management to travel on District business shall be provided with the use of District vehicles or receive a mileage allowance at the IRS approved rate for the use of their personal vehicles.
- 8.2 The District shall provide expense reimbursement on a necessary and actual basis for teachers who are required by District management to attend conferences, conventions, and meetings.
- 8.3 The District may provide expense reimbursements on a necessary and actual basis for employees who have secured permission from District management to attend conferences, conventions and meetings.
- 8.4 Employees claiming reimbursement for mileage or other travel expenses shall provide receipts where available (receipts are required for all meals, lodging, rental charges, and District gas cards, etc.), and shall certify to such expenses on forms to be provided by the District.
- 8.5 Employees shall not use their personal cars for field trips or other business of the District unless directed to do so by District management.

- 8.6 Employees shall be reimbursed within forty-five (45) days of submission of a valid (completed) form for any expenses incurred while performing District business.

## **ARTICLE IX: HOURS OF EMPLOYMENT**

### **9.1 WORK DAY**

9.1.1 The District and the Association recognize that the nature of a teacher's day-to-day professional responsibilities does not lend itself to an instructional day or week of rigidly established length. In addition, the parties recognize that teachers work in excess of forty (40) hours per week.

9.1.2 The specific seven and one-half (7 ½) hour work schedule shall be addressed at each work site by the staff at that site. It is understood that individual school site schedules may vary depending on local site decisions and transportation issues. Any areas of disagreement will be brought back to the negotiation table.

9.1.2.1 It is agreed that the seven and one-half (7 ½) hour work schedule may be extended by two (2) hours no more than once in any given month and by one (1) hour on a designated professional development day, with a total time not to exceed fifteen (15) hours per year. This time is to be used for District designated professional development and implementation.

9.1.2.2 The agreed upon fifteen (15) hours is required time and any absence from this professional development time will require use of appropriate leave time.

9.1.3 The District and the Association recognize that a teacher performs many additional duties beyond the time spent in class including but not limited to: planning, selecting and preparing materials for instruction; evaluating work of pupils; conferring with parents; keeping records; cooperating in parent, community and Open House/Back to School Nights and activities; attending faculty meetings, accreditation, department, grade level meetings, including IEP's, SST's, and 504's; and serving on committees providing advice or service to the District.

The District shall schedule these meetings as far in advance as possible. For the purpose of this section, 6<sup>th</sup> grade orientation may count as one of these activities.

- 9.1.3.1 Attendance at District faculty meetings, school staff or departmental meetings, and collaboration meetings is required unless specific prior approval is given to miss the meeting.
- 9.1.4 Days designated as “short days” are intended to give teachers an opportunity to accomplish tasks which cannot be done while students are in attendance. Short days for teachers will begin and end on the same schedule as a regular day, with the exception of the short days before Thanksgiving, Christmas, and Easter vacations.
- 9.1.5 Recognizing the special risks of driving in foggy weather, a teacher’s duty day shall commence at 9:00 a.m. when a foggy day schedule is called for his/her school.

## 9.2 **ADJUNCT DUTIES**

- 9.2.1 The District and the Association recognize that teachers participate in adjunct duties. Adjunct duties are those duties beyond the work day, which require supervising and providing leadership in pupil organizations and activities or parent-teacher partnership such as, but not limited to: field trips, back-to-school night, graduation, promotion, outdoor education, open house, parent club, teacher conferences, progress report card night, supervision of dances, sponsorship of clubs, homecoming activities, and supervision of athletic events. These duties must be student supervision oriented. Attendance at Back to School Night, Open House, Progress Report Night, Teacher Conferences is required unless specific prior approval is given to miss the meeting/event.
- 9.2.2 The District recognizes that a teacher’s instructional responsibilities are of greater importance than his/her responsibilities in the adjunct duty area. The District also recognizes that adjunct duties impact teachers off duty obligations. Therefore, the District shall schedule adjunct responsibilities as far in advance as possible, so that the teacher may plan his/her instructional preparation and off duty

obligations to accommodate adjunct duties.

9.2.3 Annual adjunct duty assignment for teachers shall be done through a process that balances the adjunct duty responsibilities as evenly as is reasonably possible.

9.2.3.1 Supervision for District approved student clubs (exclusive of clubs for which reimbursement is awarded), which formally meet, with students present, for one (1) hour at least twice monthly throughout the school year, will meet the employee's annual required supervision responsibility.

9.2.4 In making adjunct duty assignments, the site principal or his/her designee shall seek volunteers prior to making assignments. Volunteered time and assigned time shall count the same in the balancing out of the sharing of the adjunct duty responsibilities among the teachers.

9.2.5 The site principal or his/her designee shall post monthly, in the site staff room or other common area, and through email to each affected teacher, the adjunct responsibilities of teachers for the current calendar month. An ongoing master list shall be maintained and available upon request.

9.2.6 Adjunct duty activities which require the participation of all teachers at a site shall be provided to teachers at the beginning of the academic year.

### 9.3 **PREPARATION TIME**

9.3.1 Teachers in grades K through 5 will have two hundred twenty-five (225) minutes weekly for planning and preparation. Forty-five (45) consecutive minutes daily will be provided the teacher during the school day.

9.3.2 Teachers in grades 6-12 shall have one unassigned period per day for planning and preparation.

9.3.3 There shall be no more than two site staff meetings per month during a teacher's preparation time at the elementary schools. These meetings shall normally conclude at the end of the regular workday.

Rotational student supervision may infringe upon a teacher's preparation time. Periodic individual performance reviews with the site Principal may occur during preparation time.

9.4 **LUNCH/RELIEF PERIODS**

9.4.1 Every teacher shall have one duty-free, uninterrupted lunch period of at least thirty (30) consecutive minutes and two relief periods per day, one in the morning and one in the afternoon.

9.4.2 To accommodate the above provision (9.4), for grades K-5, a forty (40) minute period will be provided at lunch time which includes 30 minutes for a duty-free lunch and 10 minutes for break and returning to classrooms. Instructional minutes will be adjusted to comply with this provision.

9.5 **INSERVICE**

9.5.1 The District may schedule in-service training for unit members during the contract work year on designated in-service and orientation days as well as on scheduled minimum days other than the days before Thanksgiving, Christmas and Easter.

9.5.2 In addition to those in-service activity days as provided in 9.5.1 above, the extra duties involved in specially funded Federal or State projects shall be reduced by providing substitutes and released time.

9.5.3 In-service activities required for special education teachers' credential renewal shall be exempted from these provisions.

9.6 **WORK YEAR**

9.6.1 The District will consult with the Association's representatives prior to establishing a specific calendar for the following school year. The District shall retain the authority to establish the school days for students.

9.6.2 Teachers will be required to provide a maximum of one hundred eighty-five (185) days of service on behalf of the District during the "traditional" school year. One hundred eighty (180) of said days shall involve student instruction.

- 9.6.3 The work year under a traditional school calendar shall start no later than 185 working days prior to the beginning of the second full week in June. The following shall not be required work days:
- 9.6.3.1 Saturdays and Sundays
  - 9.6.3.2 State and Federal Holidays as defined in Education Code Section 37220
  - 9.6.3.3 Local holidays designated by the District
  - 9.6.3.4 Two consecutive weeks around and including December 25 and January 1
  - 9.6.3.5 One week of Spring Recess during March or April.
- 9.6.4 Instructional Coaches at school sites may work up to an eight (8) hour day and up to a work year of one hundred ninety-five (195) days. Funding will be provided from the consolidated projects funding or other special funding sources. Hours and days beyond the seven and one-half (7½) hours per day and the one hundred eighty-five (185) day work year will be paid at the per diem rate based on the individual teacher's salary placement on the certificated salary schedule adjusted to an eight (8) hour day and the number of days worked.
- 9.6.4.1 The term of service for certificated staff assigned to non-regular K-12 classroom positions shall be for one year. Employees serving instructional support provider assignments shall be notified no later than April 15<sup>th</sup> of each year whether they continue in a non-classroom assignment for an additional year or be reassigned to regular classroom duties.
- 9.7 Teachers of record in grades K-6 who substitute for, or are responsible for, another teacher's students for the day shall be compensated at a rate of \$2 per day per student from the first day of substituting. Under this provision, no class size total will exceed 30 students.
- 9.8 Teachers in grades 4-12 who are on their prep periods may be required to substitute once per quarter. Beyond the once per quarter, the teacher would be compensated at the negotiated hourly rate, as listed in Appendix A, for each full



period of substitution. Substituting beyond the quarterly requirement would be voluntary except in an emergency.

- 9.8.1 PE Teachers in grades 6-12 who are asked to supervise another full class in addition to their own class will be compensated for one (1) hour at the hourly rate of pay.

9.9 **PURCHASE OF PREPARATION PERIOD**

A teacher in grades 6-12 whose preparation period is replaced by a regular class shall be paid the teacher's per period/per diem pay for the time that the regular class replaces the preparation period. Assignment to teach a regular class which replaces a preparation period shall be *voluntary* whenever possible and shall normally be maintained for at least one (1) semester at a time. The certificated salary schedule shall note this option. Selection for this option shall be done on a fair and equitable basis.

9.10 **TIPS**

- 9.10.1 The District shall pay \$1,000 per year to the Tulare County Office of Education for the tuition costs of the TIPS program for teachers enrolled in the program. The District will allow teachers to participate in an accelerated program and pay up to \$2,000 in tuition costs. The total paid to TCOE shall not exceed \$2,000 in any event. The remainder of cost shall be borne by the employee and shall be taken out of the employee's pay check on a monthly basis beginning in September of each year. The employee shall sign a voluntary deduction form with the District.
- 9.10.2 Identified Instructional Support Providers (ISP) may act as Support Providers to up to two (2) TIPS participants with no additional compensation unless there is a shortage of qualified TIPS Support Providers. Should this occur, the limit would be three (3) TIPS participants with no additional compensation. Excess teachers in TIPS shall be assigned a Support Provider (non-ISP teacher) by the District. A stipend of \$2,000.00 shall be paid to each Support Provider (non-ISP teacher) for one assigned teacher. A stipend of \$3,000.00 shall be paid to a Support Provider (non-ISP teacher) who is assigned two TIPS participants. If there are Participating Teacher(s) at a school

site, the Support Provider or ISP will first serve the Participating Teacher at his/her school site. In no case will an ISP or a Support Provider be required to be at more than two (2) school sites to provide service.

9.10.2.1 The parties agree that grade level leads, department heads, TIPS ISP and other like assignment stipends will be paid on a quarterly basis.

9.11 **DEPARTMENT LEADS AND GRADE LEVEL LEADS**

9.11.1 Instructional Coaches will serve as grade level or departmental leads as a function of their position. There is no additional pay for this job duty beyond what is described in section 9.6.4.

9.11.2 School principals may select additional teachers to facilitate team collaboration and fulfill the duties of department lead or grade level lead where there is not an Instructional Coach assigned.

9.11.3 School departments and/or grade level teachers at each site shall provide input to the school principal regarding the selection of site Department Leads and Grade Level Leads. Department Leads and Grade Level Leads shall be appointed by the school site principal.

9.11.4 The term of service for Department Leads and Grade Level Leads is one (1) year. An individual may be reappointed.

9.11.5 The High School may have Department Leads in the following areas where no Instructional Coach is assigned: Math, English, Science, Social Studies, plus two (2) additional (total of 6) paid at \$1,500. Alternative Education Program may have up to two (2) Leads.

9.11.6 The Middle School may have Department Leads in the following areas where no Instructional Coach is assigned: Math, Science, 6<sup>th</sup> grade Math/Science core, 6<sup>th</sup> grade ELA/Social Studies core, 7<sup>th</sup> grade ELA/Social Studies core, 8<sup>th</sup> grade ELA/Social Studies core and ELD (total of 7) paid at \$1,500.

9.11.7 Elementary Schools grades K-5 may have one Grade Level Lead per grade level where no Instructional Coach is provided, paid at \$1,000 if working with 5 or fewer teachers and \$1,500 if working with 6 or more

teachers.

- 9.11.8 Elementary schools may also have one (1) Technology Lead teacher with a stipend of \$1,000 working with grade levels Pre K – 5.
- 9.11.9 All Department Leads and Grade Level Leads shall be paid from categorical funds.
- 9.11.10 When the above provisions are met and funds are available, individual school sites may have additional Grade Level Leads and/or Department Leads as determined by the site administrator. Such positions shall be paid in accordance with Article 9.11.3, 9.11.4 and 9.11.5.

#### 9.12 **TEACHER-IN-CHARGE**

- 9.12.1 In the absence of a site administrator, a Teacher-In-Charge may assume leadership activities at the school site. When a Teacher-In-Charge assumes leadership activities for a period in excess of 21 consecutive workdays, the Teacher-In-Charge shall be paid an additional \$1,000.00 per month.

#### 9.13 **PAYROLL ERRORS AND CHANGES**

- 9.13.1 Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and supplemental warrant issued.
- 9.13.2 When the District discovers that an overpayment has been made to an employee, it shall notify the employee of the overpayment and provide an opportunity to respond. The employee shall then be permitted to implement a voluntary payroll deduction through a sufficient number of pay periods to repay the amount within the same fiscal year.
- 9.13.3 When an employee resigns from a position or extra duty assignment in the District prior to the end of the year, it is understood that the employee may have been overpaid. This overpayment will result in a recalculation of the employee's monthly pay and/or final payment. It is understood that the employee's next paycheck may be substantially impacted and that following checks will be equalized at a lower rate.

**9.14 STIPEND PAY PERIODS (LEADS AND TIPS)**

9.14.1 Grade level leads, department leads and TIPS support providers shall have their stipends pro-rated and paid on a quarterly basis.

**9.15 PHYSICAL EDUCATION TEACHING ASSIGNMENT WITH COACHING RESPONSIBILITIES**

9.15.1 Physical Education (PE) teachers hired after July 1, 2014, shall be required to coach up to two sports per school year.

9.15.2 The principal and each PE teacher shall collaborate in determining the sports that the PE teacher will be assigned to coach and shall consider the needs of the sports program, the PE teacher's past coaching assignments, and the wishes of the PE teacher. In the event that the principal and the PE teacher cannot agree on the assignments, the decision will go to the Joint Sports/Hardship Committee comprised of 2 District designees, 2 COUTA designees, and a neutral third party to be designated by the COUTA President and the Superintendent.

9.15.2.1 Both medical and circumstantial hardships may occur that could interfere with coaching duties. On a case by case basis, the committee will review and determine all appropriate options to resolve the situation, for example, temporary or permanent leaves or reassignments.

**ARTICLE X: CLASS SIZE**

10.1 The Association and the District recognize that maintaining class size within the following guidelines has implications on the educational and financial program of the District.

10.2 After District needs and special program requirements have been met, pupils will be distributed as equally as economically and educationally feasible among employees assigned to a grade level, subject area, or special assignment area.

10.3 The District shall maintain an average class enrollment for each school site for TK, kindergarten and grades 1 to 3, inclusive, of not more than 25 pupils for each school site in kindergarten and grades 1 to 3, inclusive, as bargained pursuant to Education Code 42238.02.

- 10.3.1 The class size while participating in the class size reduction program shall follow State of California Regulations.
- 10.4 Every effort should be made to maintain a class maximum based on program requirements but not to exceed thirty (30) in grades 4-8 except in physical education (P.E.) and traditional large group instruction (i.e., band, vocal, music, etc.).
  - 10.4.1 If a class exceeds thirty (30), it should be immediately brought before the Superintendent so that efforts can be made to correct the situation.
  - 10.4.2 The District has the flexibility to have an additional fifteen (15) students per grade level District-wide for each grade 4-8 above the 30 student limit in order to accommodate enrollment fluctuations.
- 10.5 Classes in grades 9-12 shall not normally exceed thirty (30) pupils except in traditionally large group instruction or in classes where enrollment fluctuates (i.e., vocal music, band, P.E., etc.) and should be limited to less than thirty (30) for classes where work stations, equipment, space, and the law dictates (i.e., science labs, industrial arts, drafting, homemaking, and special education).
  - 10.5.1 The parties recognize that some classes may exceed thirty (30) to compensate for small classes required in the educational program.
  - 10.5.2 (Seven period day configuration / grades 9-12) It is agreed that student contacts will be limited to one hundred ninety-five (195) pupils per day except in traditionally large group classes (i.e.: PE, music, band, etc.)
  - 10.5.3 (Seven period day configuration.) Student contacts for grades 9-12 in Physical Education will not exceed three hundred (300) students per day. Student contacts for grades 7-8 in Physical Education will not exceed two hundred seventy (270) students per day.
  - 10.5.4 In calculating the student contacts per day ratios in 10.2 and 10.3 above, students in advisory periods and students in “teacher prep period buy-outs” shall not be included. Advisory periods shall not be held more than once per week.

- 10.6 Whenever the number of pupils assigned to any teacher exceeds the maximum average student contacts established above for ten (10) consecutive workdays, the affected teacher may be offered assistance in any one of the following forms:
- 10.6.1 Transfers of students into same grade level;
  - 10.6.2 Additional teacher aide assistance;
  - 10.6.3 Other solutions mutually acceptable to the teacher and the Principal which are consistent with the terms of this Agreement.
  - 10.6.4 The indicated maximum may be exceeded where there is mutual agreement between the teacher and the District that such excess is acceptable.
- 10.7 Whenever the special assistance shown above in 10.6 does not resolve the concern of the teacher, the following shall be substituted for the assistance above:
- 10.7.1 After ten (10) consecutive workdays described above, an affected teacher in grades 7-12, will be reimbursed above his/her salary at the rate of one dollar and seventy-five cents (\$1.75) per pupil, per day, for each student enrolled that exceeds the maximum student contacts. The payment for the extra students shall be computed from the first day of enrollment. (Day one of the ten days.) The teacher will fill out proper paperwork for compensation.

## **ARTICLE XI: ABSENCES AND LEAVES**

- 11.1 Leaves may be with or without pay as specified by the Agreement.
- 11.1.1 Sick leave and extended illness leave are to be used when the Unit member is unable to work due to illness and/or injury. Sick leave and extended illness leave may also be used to attend medical appointments and/or medical treatment. Sick leave and/or extended illness leave is not to be used for vacation; recreation; political, organizational or civic activities; social activities; association activities; to extend a holiday or vacation; routine personal activities; or job seeking.
  - 11.1.2 Notice and Verification Requirements Applicable to All Leaves Related to Illness and/or Injury:

- 11.1.2.1 Any time an employee will be absent, the employee shall provide notice to the District in advance, if possible. The employee shall notify the District by calling the District's absence reporting program and, if appropriate, the employee's immediate supervisor as soon as possible.
- 11.1.2.2 In those cases where an employee is aware that an absence will be needed for ten (10) consecutive work days or more, the employee shall notify his/her immediate supervisor a minimum of five (5) working days in advance of the need for extended sick leave and shall provide the District with a statement from the employee's health care provider confirming an estimate of the anticipated length of absence. Before returning to work, a unit member who has been absent for ten (10) consecutive work days or more shall submit a verification from his/her physician stating that he/she is able to return to work and related restrictions or accommodations.
- 11.1.2.3 Employees returning to work from any form of illness or injury leave may be required to present a doctor's release prior to returning to duty for any form of leave allowed by this Article.

## 11.2 **SICK LEAVE**

- 11.2.1 An absence for illness or injury to the employee or his/her immediate family (11.7.7). Each teacher employed five (5) days a week shall be entitled to ten (10) days sick leave with full pay for a school year of service.
- 11.2.2 Unused sick leave shall be accumulated from year to year.
- 11.2.3 Accumulation or credit for leave of absence (for illness or injury) need not occur prior to taking such leave of absence, and such leave of absence may be taken at any time during the school year.
- 11.2.4 The District may require a physician's verification of illness if a teacher has been on sick leave for more than three (3) consecutive days or in cases where the District suspects abuse of sick leave or whenever

additional information is needed to determine if an employee is disabled or to determine reasonable accommodations.

- 11.2.5 The District shall provide each teacher with a written statement of his/her accrued sick leave total and his/her sick leave entitlement for the school year.

11.3 **MATERNITY LEAVE**

- 11.3.1 The District shall provide for a leave of absence for any teacher of the school district who is required to be absent from duties because of pregnancy, miscarriage, childbirth, recovery therefrom and related medical conditions.

- 11.3.2 Any teacher who is pregnant shall be entitled to the use of sick leave for maternity purposes when there is disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom.

- 11.3.3 A teacher using maternity leave shall have the option of either receiving or not receiving salary payment during the period of disability. Each day for which pay is received shall be charged against the teacher's current year sick leave, accumulated sick leave and up to five (5) months of extended sick leave, if medically needed.

- 11.3.4 The length of the maternity leave of absence, including the date on which the leave shall commence and the date on which the teacher shall resume duties, shall be determined by the teacher and the teacher's physician. The teacher shall normally give fifteen (15) days' notice prior to beginning and terminating the maternity leave of absence.

- 11.3.5 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.

- 11.3.5.1 Health insurance benefits to which the District makes contributions shall continue during a maternity leave to the extent provided under FMLA or CFRA.



11.3.5.2 Except as otherwise provided by this article, written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions applied to temporary disabilities.

#### 11.4 **CHILDCARE LEAVE AND ADOPTION LEAVE**

11.4.1 In addition to FMLA and/or CFRA leave, A teacher may apply and the District may provide an unpaid leave of absence for childcare reasons. The criteria for granting such leave shall be as follows:

11.4.1.1 The teacher shall notify the District, in writing, of the desire to take such leave and, except in cases of emergency, shall give such notice at least four (4) weeks prior to the desired beginning date of such leave.

11.4.1.2 A replacement teacher can be secured with no significant loss to the education program.

11.4.2 A teacher may apply and the District may provide a leave of absence for the adoption of a child. The employee shall notify the District as soon as possible of his/her intent to adopt and the possible dates of his/her anticipated absence. The employee may use up to seven (7) of his/her annual ten (10) days of sick/personal necessity leave days for the purpose of adoption. Any subsequently approved days taken by the employee as part of the adoption process and travel shall be unpaid and docked from the employee's paycheck as appropriate.

#### 11.5 **EXTENDED ILLNESS LEAVE**

11.5.1 If a teacher has utilized all of his/her accumulated sick leave and is still absent from duty on account of illness or accident, (s)he shall be paid as follows:

11.5.1.1 For a period not to exceed five (5) months, (s)he shall receive an amount equal to the difference between his/her salary and the salary paid the substitute, or, if no substitute is employed or if a full time certificated employee is employed, the teacher will receive the

difference between his/her salary and the minimum amount which would have been paid to a substitute had one been employed.

#### **11.6 HEALTH LEAVE OF ABSENCE**

- 11.6.1 Upon request, the School Board may approve an unpaid health leave of absence from duty for any teacher whose absence is required because of illness or accident for any period of time up to one (1) year beyond the "extended illness leave". (Refer to 11.5) Such leave of absence may be granted only upon recommendation of his/her doctor.
- 11.6.2 Return to duty may be requested at any time during or at the conclusion of the leave. Return to duty shall be within twenty (20) working days of the receipt of a request to return from the teacher, unless the request is made on or after April 1, in which case return to duty shall be at the beginning of the next school year. The written approval of the Unit member's doctor will be required prior to return to duty.
- 11.6.3 The District shall continue to provide health coverage for any teacher on a health leave of absence.
- 11.6.4 No sick leave will be accumulated by a teacher on a health leave of absence.

#### **11.7 PERSONAL NECESSITY LEAVE**

- 11.7.1 Each teacher shall be entitled to use up to seven (7) days of his/her paid sick leave allotment during each school year in case of personal necessity.
- 11.7.2 Personal necessity leave shall be limited to circumstances significant in nature which the member of the unit cannot reasonably be expected to disregard. Absences pursuant to this leave provision normally necessitate the member's immediate physical presence elsewhere and involve matters which cannot be accomplished at any other time. Purposes and/or reasons for which personal necessity leave may be used include, but are not limited to:
  - 11.7.2.1 Death or serious illness of a member of his/her immediate

family.

- 11.7.2.2 Accident involving his/her person or property or the person or property of a member of his/her immediate family.
- 11.7.2.3 An illness or an unusual circumstance involving the teacher or a member of his/her immediate family which (s)he cannot reasonably be expected to disregard and which requires his/her attention during the assigned hours of service.
- 11.7.2.4 To appear in court as a litigant or as a voluntary witness.
- 11.7.2.5 Attendance at District approved conferences, workshops, and seminars for which no released time and/or financing are provided.
- 11.7.3 Advance permission must be secured for the use of personal necessity leave at least two (2) days prior to the day upon which the teacher is to be absent unless the nature of the emergency prevents such notice. Such advance permission need not be secured for leave taken on items 11.7.2.1 and 11.7.2.2 above.
- 11.7.4 Two (2) days of personal necessity leave may be taken each year for “personal reasons.” Such leave may not be taken on the day immediately before or after a District vacation (i.e., winter or spring vacation) or a three (3) day weekend (i.e., Washington’s Birthday).
- 11.7.5 Application shall be submitted on forms prepared and made available by the District at each school site.
- 11.7.6 Examples of purposes and/or reasons for which personal necessity leave shall not be granted are: political activities or demonstrations; vacations, recreation, or social activities; civic or organization activities; association activities; routine personal activities; job hunting (except as otherwise provided in the Agreement);
- 11.7.7 Immediate family for this section shall be: spouse, registered domestic partner, children, parents, foster parents (or the person considered to be the parent), brother, sister, or grandchild of the

teacher or spouse.

11.8 **BEREAVEMENT LEAVE**

- 11.8.1 A teacher shall be granted necessary leave of absence not to exceed five (5) days on account of death of any member of his/her immediate family.
- 11.8.2 No deduction shall be made from the salary of any teacher on bereavement leave, nor shall such leave be deducted from leave granted by other sections of this Agreement.
- 11.8.3 In this section of this Article, members of the immediate family shall be: spouse, domestic partner, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, great grandchild, step-parent, step-son, step-daughter, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or any relative living in the immediate household of the employee.
- 11.8.4 This leave shall be used before personal necessity leave days are used for this purpose.

11.9 **JURY LEAVE AND COURT APPEARANCE**

- 11.9.1 A teacher shall be entitled to as many days leave as are necessary for jury duty or to appear in court in regard to District litigation.
- 11.9.2 The teacher shall inform his/her immediate supervisor of a summons for jury duty or other court appearances and provide documentation in sufficient time for a substitute to be employed.
- 11.9.3 The juror's fee, exclusive of mileage, received by the teacher shall be deposited to the credit of the District.
- 11.9.4 Upon returning to work from jury duty the employee shall submit a letter from the appropriate court indicated the days and times that the employee served. Only the time actually served in the "on call room" or in the courtroom in the active jury pool or on the jury is excused. The employee is expected to be at work while waiting for notice to appear and/or after being released from service. If release time is after 12:00 noon, the employee will confer with the site administrator

for return time or waiver.

11.10 **ASSOCIATION LEAVE**

11.10.1 The president of COUTA/CTA/NEA or his/her designee shall, upon request of the President, be granted up to fifteen (15) full work days of leave from the District for purposes of attending Association conferences or training sessions, or in order to conduct Association business.

11.10.2 Additional Association leave may be granted with the approval of the Superintendent.

11.11 **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

When a teacher is absent from his/her duties because of industrial accident or illness, (s)he shall be entitled to the following benefits, effective on the first day of such absence:

11.11.1 Pursuant to Education Code Section 44984, allowable industrial accident and illness leave for teachers shall be sixty (60) working days for the same accident or illness. Allowable leave shall not be accumulative from year to year. Industrial accident or illness leave will commence on the first day of absence.

11.11.2 Payment for wages lost on any day shall, when added to an award granted the teacher under the worker's compensation laws of this state, equal his/her regular salary for the day.

11.11.3 A teacher may return to his/her position following an industrial accident or illness leave at such time as his/her physician determines that there has been sufficient recovery.

11.11.4 The District shall not deduct from the accumulated sick leave allotment of a teacher who is absent as a result of an industrial accident or illness during the sixty (60) working days of workers compensation leave in Section 11.11.1.

11.11.5 Industrial accident and illness leave will be reduced by one (1) day for each day of authorized absence regardless of compensation award made under workmen's compensation.

11.11.6 When an industrial accident or illness leave overlaps into the next

fiscal year, the teacher shall be entitled to carry over to the next fiscal year the amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

- 11.11.7 During such leave, the teacher shall endorse to the District the temporary disability indemnity checks received as worker's compensation because of his/her industrial illness or accident. The District in turn shall issue the teacher appropriate salary warrants for payments of his/her salary and shall deduct normal retirement and other authorized contributions and deductions.
- 11.11.8 A teacher receiving industrial illness or accident benefits shall, during the period of illness or injury, remain within the State of California, unless the District authorizes travel outside the state.
- 11.11.9 The District may provide for such additional leave of absence for industrial accident or illness as it deems appropriate.
- 11.11.10 Days of absence because of industrial accident and/or illness shall not have adverse effect on a teacher relative to the attainment of tenure or advancement on the District's salary schedule.
- 11.11.11 Teachers on industrial accident and illness leave shall continue to be provided with the full range of fringe benefits as provided in the Agreement.

## 11.12 **PERSONAL LEAVE**

- 11.12.1 A permanent teacher may request an unpaid personal leave of absence, and such leave may be granted upon approval of the Superintendent. A teacher seeking a personal leave of absence shall submit a request to the Superintendent, including the reasons and any supporting information related thereto and length of the requested leave.
- 11.12.2 Requests for personal leave in excess of fifteen (15) working days shall normally be limited to the balance of the school semester/trimester, or a full school year. A teacher requesting such an extended personal leave of absence shall submit the request in sufficient time for the Superintendent's consideration and/or presentation to the Board of Education.

11.13 **LEAVES-GENERAL**

- 11.13.1 When leave is taken with pay, the District will continue to make contributions to current medical benefits. Teachers on unpaid leaves may be entitled to maintain, at the approval of the insurance carrier, medical coverage at the teacher's expense (unless otherwise provided in this Agreement).
- 11.13.2 Health benefits provided by the District under this Agreement shall continue for any unpaid leave granted for fifteen (15) working days or less.

11.14 **CATASTROPHIC LEAVE BANK**

- 11.14.1 The Association and the District agree to establish a Catastrophic Leave Bank. The Association will have complete administration and authority over this bank.
- 11.14.2 "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 and other paid time off.
- 11.14.3 The Association shall establish a three-member committee to administer the bank. The President of the Association will be a member of this committee and appoint the other two positions. This committee will, at the beginning of each school year, determine the number of days needed to maintain the bank. A notice will be sent out to members asking those who want to participate to sign the form donating the needed day(s). Members will normally only be asked to donate one or two days. In case of emergency, the committee may request additional days from the members. Unused days in the bank will carry over to the next year.
- 11.14.4 Only members with more than nine (9) sick days will be allowed to donate to the bank. Only those who donate to the bank will be eligible

to withdraw from the bank. A member who does not contribute at the beginning of the year may join later in the year by donating the appropriate number of days, but is not eligible to withdraw from the bank for thirty (30) days. The Association committee has the right to consider "special circumstances."

11.14.5 A member who needs to withdraw days from the bank (or a member who is requesting days for another member) will notify the Association president. The president will notify the committee and the committee will confer with the District to verify that a need does exist. The committee will release the needed number of days from the bank to that person's sick leave account.

11.15 The District agrees to provide and to comply with the provisions of the State and Federal Family and Medical Leave Act.

## **ARTICLE XII: SAVINGS**

12.1 In the event that any provision of this Agreement shall at any time be declared invalid by any administrative agency or court of competent jurisdiction, such decision shall not invalidate any other provision of this Agreement, and all remaining provisions shall remain in full force and effect.

12.2 If a decision declaring any provisions of this Agreement invalid is appealed and overturned, the provision shall immediately become valid.

12.3 The inclusion within this Agreement of any matter not within the scope of representation pursuant to California Government Code, Section 3543.2 is without precedent as to any future position by the District concerning the negotiability or non-negotiability of such matter, and the District expressly reserves the right to refuse to negotiate or renegotiate any written agreement on matters determined to not be within the scope of representation pursuant to California Government Code, Section 3543.2.

12.4 The parties agree that it is to their mutual benefit to encourage the resolution of differences through the processes provided by this Agreement. Therefore, it is agreed that the Association and the District will comply with this Agreement for its term.



## **ARTICLE XIII: GRIEVANCES**

### **13.1     SECTION I – DEFINITIONS**

- 13.1.1     A “grievance” shall mean an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement. This grievance procedure shall not be used to challenge or change policies, regulations, or procedures of the District which are not included in this Agreement, nor shall the grievance procedure be used for other matters for which specific methods of review are provided by law, or District policies, rules or regulations.
- 13.1.2     A “grievant” shall mean either an employee covered by this Agreement filing a grievance on his/her own behalf or the Association. In a case of multiple grievance claims on the same issue, the District may elect to hear only the first written grievance filed, and when the Level IV decision is rendered, it shall be applicable to all claims on the same issue, arising from the same set of circumstances.
- 13.1.3     A “conferee” shall mean any Association representative selected by the grievant to assist and/or represent the employee in presenting and processing the claimant’s grievance, except as limited in Level I of this procedure.
- 13.1.4     “Days” shall mean any day on which the central administrative offices of the District are open for business.
- 13.1.5     “Immediate Supervisor” shall be the first level administrator having immediate jurisdiction over the grievant, and who has been designated to adjust grievances.
- 13.1.6     A “District grievance form” shall mean a District provided form.

### **13.2     SECTION II – GENERAL PROVISIONS**

- 13.2.1     The purpose of the procedure is to attempt to secure equitable solutions to grievances. All parties agree that these proceedings should be kept informal and confidential, and that the grievance should be kept informal and confidential, and that the grievant and immediate supervisor should attempt to resolve the grievance at the informal

level.

- 13.2.2 The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance.
- 13.2.3 Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with his/her immediate supervisor, or to have the grievance adjusted, prior to Level IV, without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. Any proposed resolution at Levels II or III, shall not be agreed upon by the District until the Association has been provided a copy, and allowed an opportunity to respond.
- 13.2.4 The filing of a grievance shall not reflect unfavorably upon the grievant, or upon the supervisor with whom it may be filed.
- 13.2.5 The employee and immediate supervisor shall have the right to include in the grievance hearings such witnesses as they deem necessary to develop facts pertinent to the grievance, the names of such witnesses shall be made available to both parties upon request. Such witnesses shall be in addition to the conferee that either party may select.
- 13.2.6 Although a specific time period is provided for administrative decisions at each level of the grievance procedure, it is recognized that multiple grievance claims must be processed in a sequential manner. Consequently, at each level of the procedure, grievance claims shall be assigned consecutive numbers, based upon the time and date on which written grievances are received. Administrative personnel shall process such numbered grievances in a sequential manner, following a pattern that first filed will be first considered. Regardless of specific time periods provided for decisions at the various levels of this procedure, administrative personnel shall not be required to consider more than one grievance claim per day.

### 13.3 **SECTION III – PROCEDURE**

**Level I** – The employee shall meet with the immediate supervisor or the designee to discuss the potential grievance, in an attempt to resolve it informally. If the potential grievance is not resolved at this level, the employee may proceed to Level II.

**Level II** – Within fifteen (15) days of the occurrence, or within fifteen (15) days of when the employee could reasonably have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on a District provided form to the immediate supervisor or his/her designee, and to the president of COUTA/CTA/NEA. The District form shall contain a clear and concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. The immediate supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference to discuss the grievance. Both the grievant and the immediate supervisor may have a conferee present at such a conference.

**Level III** – If the grievant is not satisfied with the decision at Level II, the employee may within ten (10) days appeal the decision in writing to the Superintendent. This written appeal statement shall include a copy of the original grievance, the appeal and the decision rendered at previous levels, and a clear, concise statement of the reasons for the appeal. The Superintendent, or designee, shall communicate a decision in writing within ten (10) days. If the Superintendent, or designee, does not respond within the time limits provided, the grievant may appeal to the next level.

**Level IV** – If the grievant is not satisfied with the decision at Level III, the employee or the Association may, within (10) days, submit in writing the grievance to mediation. A mediator from the State Mediation and Conciliation Service will join the discussions in an effort to reach a satisfactory settlement to both parties. All proceedings in the mediation process shall be informal and confidential.

**Level V** – If the grievant is not satisfied with the decision at Level IV, the employee may within ten (10) days request in writing that the Association submit the grievance to arbitration.

The Association shall retain full and complete authority to determine whether or not a grievance shall be forwarded for arbitration.

If the grievance is forwarded for arbitration, the grievant/ Association and the District shall attempt to agree upon an arbitrator and if no agreement can be reached, the parties shall request the California State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses, including fees for witnesses, or the costs of substitutes for witnesses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to arbitration. The parties shall determine the issues by referring to the written grievance and the answers thereto at each level. In disputed cases regarding whether or not a grievance claim is within the scope of these proceedings, the arbitrator shall rule on the arbitrability of the issue.

The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, within thirty (30) calendar days to all parties his/her written findings and decision which shall be final and binding upon the parties.

#### **ARTICLE XIV: SAFETY**

- 14.1 The District shall inform any teacher in a supervisory or disciplinary position when, based on records maintained by the District or received from law enforcement, it has information that a pupil has engaged in, or is reasonably suspected to have engaged in, any criminal activity.
- 14.2 Any teacher who observes a condition in the working environment that (s)he feels is unsafe shall immediately take action to protect himself/herself and/or students and shall advise the building principal or other immediate supervisor of the

condition and the grounds upon which that condition is alleged to be unsafe.

- 14.3 A maximum of ten (10) workdays will be allowed for the administrators to address unsafe conditions. If said conditions are not addressed, a report will be made to the Board of Education. Unsafe condition(s) shall be determined solely by the District and the determination shall not be subject to the grievance procedure.
- 14.4 Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor who shall immediately report it to the sheriff.
- 14.5 It is recognized and understood that teachers play an important role in their own safety in the workplace. Teachers shall follow the safe work practices as outlined in the District's Illness and Injury Prevention Program as required by law.
- 14.6 It is agreed and understood that teachers will spend a total of 4 hours in site based grade level or department collaboration time as part of a salary increase. It is agreed that teachers will complete the District required safety training on their own time as a part of this agreement. Access to the safety training modules will be given to teachers beginning July 1<sup>st</sup>. All safety training must be completed by September 1<sup>st</sup>. Anyone not completing the training by September 1<sup>st</sup> shall be subject to disciplinary and evaluative action. No meetings, which include IEPs, 504s, staff meetings or trainings, may be scheduled during that teacher duty time. This day will be an uninterrupted teacher duty day, to be used for school prep or for working on any incomplete safety training modules after the 2-hour collaboration time.

## **ARTICLE XV: EFFECT OF AGREEMENT**

- 15.1 The specific provisions contained in the Agreement shall supersede District practices and procedures and State laws to the extent permitted by the State law and, in the absence of specific provisions in this Agreement, such practices and laws are discretionary.
- 15.2 After ratification of the Agreement by both parties, the Association shall have a copy of the Agreement prepared and delivered to each teacher in the District. The District will provide every new teacher with a copy of the agreement upon signing their individual contract. In addition, forty-five (45) extra copies will be given to the District.

- 15.3 Unless otherwise specifically provided herein, it is agreed and understood that each party hereto voluntarily waives and unqualifiedly relinquishes its right to meet and negotiate and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein, or with respect to any matter not covered herein for the term of this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they met and negotiated this Agreement, and even though any such subject or matter was proposed and later withdrawn. 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 all parties hereto.

#### **ARTICLE XVI: DISTRICT RIGHTS**

- 16.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law, and that these rights are non-grievable. Included in, but not limited to, those duties and powers are the exclusive right to:
- 16.1.1 determine its organization;
  - 16.1.2 direct the work of its employees;
  - 16.1.3 determine the times and hours of operation;
  - 16.1.4 determine the kinds and levels of services to be provided, and the methods and means of providing them;
  - 16.1.5 establish its education policies, goals, and objectives;
  - 16.1.6 insure the rights and educational opportunities of students;
  - 16.1.7 determine staffing patterns;
  - 16.1.8 determine the number and kinds of personnel required;
  - 16.1.9 maintain the efficiency of District operations;
  - 16.1.10 determine the curriculum;
  - 16.1.11 build, move, or modify facilities;
  - 16.1.12 establish budget procedures and determine budgetary allocations;
  - 16.1.13 determine the methods of raising revenue;

- 16.1.14 contract out work;
  - 16.1.15 take action on any matter in the event of an emergency;
  - 16.1.16 hire, classify, assign, transfer, evaluate, promote, terminate and discipline employees. Any discipline of bargaining unit members shall be consistent with the principles of just cause and due process.
- 16.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 16.3 The District retains its right to amend, modify or rescind policies and practices referred to in the Articles on Assignment and Transfer, Hours of Employment, and Class Size in cases of emergency. Emergencies shall include, but are not limited to, epidemics injurious to the health and welfare of students and staff, earthquakes, fog, snow, fire, unscheduled nationally declared holidays, bomb threats and malfunction of school equipment. The determination of whether or not an emergency exists is solely within the discretion of the Board of Trustees.

## **ARTICLE XVII: ASSOCIATION RIGHTS**

- 17.1 The Association shall have the right of access to District employees at reasonable times. The term "reasonable times" as used herein means employee rest periods, meal periods, and any time before or after the student day when such an employee is present upon District property, but is not expected to be performing services on behalf of the District.
- 17.2 To assure the safety and security of students, any representative of the Association who wishes to enter a school campus of the District during hours in which students are present shall notify the principal's office of his/her identity and his/her status as the representative of the Association. Appropriate identification and credentials may be required in the instances when the management at the campus level does not know or have reason to know of the individual's identity or affiliation.
- 17.3 Representatives of the Association may contact one or more employees in any

lounge facility, meeting room, office, or classroom of the District, provided that nothing herein shall be deemed to permit such access to an employee at any time set aside for consultation or preparation, or at any time when students or parents are present. Such access shall not be utilized in a manner that will disturb, disrupt, or otherwise interfere with the work of any employee of the District.

- 17.4 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards provided such materials contain nothing defamatory or obscene. It shall be the responsibility of the Association to maintain any materials posted on the bulletin boards and to remove any out of date materials to assure that adequate space is available for materials that must be posted on such bulletin boards.
- 17.5 The Association shall have the right to use the District mail services, including electronic mail, for communications to unit members.
- 17.6 If the Association wishes to address the Board, a written request should be submitted to the Superintendent prior to the meeting indicating the subject of its remarks.
- 17.7 Representatives of the Association shall have the right to utilize District facilities for the conduct of meetings with District employees. Requests to utilize such facilities shall be made upon forms to be prescribed by the District and shall be subject to prior request for the utilization of such facilities by groups entitled to their use under provisions of the Education Code. If the Association desires such use of facilities, it shall file with the Superintendent the certification required by Education Code Section 44057. Meetings conducted in such facilities shall in no way conflict with the public school purposes of the District.
- 17.8 Access pursuant to this policy shall in all instances be subject to the right of the individual employee not to be harassed, restrained, intimidated or coerced.
- 17.9 Names, addresses, and phone numbers of all District employees covered by this Agreement shall be made available to the Association no later than October 1 of each school year. The District may exclude the address and phone number of any Unit member who requests, in writing, that such information not be revealed to COUTA/CTA/NEA.
- 17.10 The Association will be placed on the mailing list to receive Board agenda materials.



- 17.11 Only recognized or certified employee organizations shall have full rights of access under this Article so long as such recognition/certification remains in force.

## **ARTICLE XVIII: EMPLOYEE RIGHTS**

- 18.1 The parties mutually recognize the rights of all employees covered hereby to join and participate in the activities of the Association or other employee organizations of their own choosing or to refuse to join or participate in the activities of the Association or any other employee organization. It is further agreed that nothing herein shall prohibit such employees from representing themselves individually or appearing in their own behalf in regard to non-grievable items. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.
- 18.2 The District agrees that it will not persuade or dissuade nor attempt to persuade or dissuade an employee in regards to joining or participating in any activity of an employee organization.

## **ARTICLE XIX: TEACHER BENEFITS**

- 19.1 The District shall contribute no more than the amount per month per full time bargaining unit member toward the payment of premiums for health, dental, and vision insurance as specified by a side letter of agreement. The plan shall be that plan which is identified for the benefit year in the side letter of agreement and posted on the District website.

### **19.2 RETIRED EMPLOYEES**

- 19.2.1 The District shall provide the paid insurance coverage as provided in Article 19.1 above, for persons who have retired from the District (including their eligible dependents) when such persons meet the following qualifications:

19.2.1.1 Are at or over the age of fifty-eight (58).

19.2.1.2 Have completed fifteen (15) consecutive years of service prior to retirement. Any employee who was born in 1959 or earlier or who has completed 20 years of District service at the end of the 2009-2010 school year shall be

grandpersoned under the current provision in the 2009-2010 contract. An authorized leave of absence shall not be considered a break in consecutive years.

19.2.1.2.1 The grandpersoned 2009-2010 contract language is:

- Are at or over the age of fifty-five (55).
- Have completed ten (10) consecutive years of service prior to retirement. An authorized leave of absence shall not be considered a break in consecutive years.
- Have retired under the provisions of the State Teachers Retirement System.

19.2.1.3 Have retired under the provisions of the State Teachers Retirement System.

19.2.2 The indicated entitlement for benefits shall continue through the month in which the retired employee reaches age sixty-five (65).

19.2.3 Any member of the bargaining unit who is fifty-eight (58) years of age or older, has retired from the District, and who is not entitled to paid benefits as described in this section (19.2), shall be entitled to continue his/her coverage. In order to continue such coverage, the retired employee shall pay to the District, on a monthly basis, an amount equal to the District's contributions on behalf of active employees or as determined by the insurance carrier for those coverages.

### 19.3 **ADDITIONAL ELIGIBILITY PROVISIONS**

19.3.1 Should the employment of a teacher terminate following the last day of the school year and before the commencement of the ensuing school year, such employee shall be entitled to continue paid coverage under employee benefits listed in this Article until September 30 of the ensuing school year. Thereafter, said individual shall, in conformance with Federal COBRA provisions, be entitled to continue coverage under the insurance benefits enumerated in this Article for a period of

not less than eighteen (18) months by paying to the District the premium for the continued coverage (in advance) on a month to month basis.

- 19.3.2 Should an employee's employment be terminated during the school year, he/she shall be entitled to paid coverage until the end of the month that includes the date of termination. Thereafter, said individual shall, in conformance with Federal COBRA provisions, be entitled to continue coverage under the insurance benefits enumerated in this Article for a period of not less than eighteen (18) months by paying to the District the premium for the continued coverage (in advance) on a month to month basis.

19.4 **MISCELLANEOUS**

- 19.4.1 Personal Property Reimbursement: The Board shall reimburse teachers for any loss, damage, or destruction of any personal property required or authorized to be used at the work site. Any such items, whether or not specifically requested by Administration, must be listed on a form provided and signed by a designated Administration representative as requiring or authorizing such item(s). Otherwise, no reimbursement will be permitted or authorized.

19.4.1.1 The District's total liability under this provision shall not exceed \$5,000.00 annually.

19.4.1.2 Claims made by employees under this provision during the school year shall be paid by the District at the end of the fiscal year.

19.4.1.3 Should the total of valid claims made under this provision exceed the \$5,000.00 limit, the District shall prorate payments in accordance to the amount of the various claims made.

19.4.1.4 A joint committee shall be formed to review the claims made under the Personal Property Reimbursement provision of the Agreement. This committee shall consist of three (3) COUTA representatives (to be appointed by the COUTA President), and two (2) management

representatives.

- 19.4.2 Teachers may participate in the tax sheltered annuity of their choice, with the District providing payroll deductions for this purpose.
- 19.4.3 All immunizations mandated by the District shall be paid for by the District.
- 19.4.4 All medical examinations mandated by the District, including x-rays, shall be paid for by the District.
- 19.4.5 Liability insurance providing adequate protection against personal loss as a result of actions taken in the performance of duties for the District shall be carried on all certificated employees.

19.5 **HEALTH INSURANCE COST CONTAINMENT COMMITTEE (HICCC):**

- 19.5.1 The District may establish a Health Insurance Cost Containment Committee (HICCC) involving COUTA, CSEA, Management, Confidential, and Board of Trustees for the expressed purpose of exploring alternatives to the rising cost of premiums.
- 19.5.2 COUTA shall be afforded three (3) members on the HICCC.
- 19.5.3 Any recommendations of the HICCC shall be reviewed and negotiated with COUTA prior to implementation.

**ARTICLE XX: SALARY**

- 20.1 The Salary Schedule shall be as agreed to in Appendix A.
  - 20.1.1 It is agreed and understood that 1% has been placed on the salary schedule in exchange for teachers to complete District safety training on their own time and that two (2) hours on the designated “safety training” day and two (2) hours on the last work day shall be spent in grade level or department curriculum collaboration at the school site. Leads/Instructional Coaches will set and provide curricular collaboration agendas to the site administration. For the 2016-2017 school years, this grade level or department collaboration time will take place on the last work day for a minimum of 2 hours and up to 4 hours.
  - 20.1.2 It is agreed and understood that the additional 1% salary schedule

adjustment above and related purchase of grade level or department collaboration time referred to in Section 14.6, is funded through LCAP Targeted funds. It is also agreed and understood that the additional 1.75% of the salary schedule adjustment given in 2016-17 school year and related added professional development time referenced in Sections 9.1.2.1 and 9.1.2.2 is also funded through LCAP Targeted funds.

20.2 The rules and regulations governing initial placement and subsequent advancement on the salary schedule are set forth in Appendix B to this Agreement.

20.3 Extra Duty Assignments shall be paid in conformance with the provisions contained in Appendix C to this Agreement.

20.4 Teachers shall be paid on a twelve (12) month basis.

20.4.1 Beginning with the 2016-17 school year, all newly hired or rehired teachers shall be paid on the 12-month basis beginning in August of their first year and continuing on an August to July annual pay cycle

20.5 The hourly rate of pay shall be .00075 of Class II – Step I (BA+30) on the certificated salary schedule.

20.5.1 Teachers performing the following duties will be paid at the hourly rate of pay. Those duties include: Driver Training, Summer School, Adult School, Home Study, Independent Study, Saturday School, Assigned After School Detention, After School Programs, Campus Supervision Team, or other agreed upon duties.

20.5.1.1 Any teacher may apply for and the school principal may appoint a Campus Supervision Team with specific duty locations during brunch, lunchtime, and immediately before and after school to assist in maintaining a safe and orderly campus.

20.5.1.2 All hourly pay shall be submitted on a timesheet which shall be due the last working day of the month. If a time sheet is not submitted by the last working day, it will not be processed until the next pay period in the succeeding month

20.5.1.3 No teacher shall be required to serve on the Campus

Supervision Team.

- 20.5.1.4 Teachers accepting supervision assignments are expected to serve in that capacity for 45 minutes per day, unless appointed on a reduced time and salary pro rata basis by the school principal and are expected to serve for one full semester.
- 20.5.1.5 The Campus Supervision Team and site administration will meet prior to the beginning of the school year to outline expectations and review duty assignments.
- 20.5.2 District/Site Administrators shall indicate in advance and in writing whether a conference or staff development activity will be compensated at the hourly rate of pay.
  - 20.5.2.1 In-service Attendance outside the regular school day \$125.00/day. Curriculum Writing outside the regular school day – Hourly Rate of Pay. Presenting Training or Professional Development – Teachers Individual Hourly Rate of Pay.
- 20.5.3 The parties agree that if a teacher initiates a conference request and the District pays the costs incurred for registration, meals, lodging and travel, the employee's in-kind contribution will be their time spent at the conference.
- 20.5.4 The parties agree that unit members who are taking coursework towards obtaining a clear teaching credential or renewal will not be paid according to Section 20.5 above. This does not preclude the District from paying registration costs as has been the practice for staff development activities.

## **ARTICLE XXI: AGENCY SHOP (FAIR SHARE)**

- 21.1 Any unit member who is a member of the Cutler-Orosi Unified Teachers Association/CTA/NEA or who has applied for membership may authorize payroll deductions for unified membership dues in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the

regular salary check of the unit member each month for ten (10) months. Deductions for unit members who give authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

21.2 Any unit member who is not a member of the Cutler-Orosi Unified Teachers Association/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this agreement, or within thirty (30) days from the commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues in one lump sum cash payment or by payroll deduction. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction.

21.3 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Cutler-Orosi Unified Teachers Association/CTA/NEA as a condition of employment; except that such member shall pay, in lieu of membership dues, a sum, exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, equal to dues to one of the following organizations:

1. American Heart Association
2. Clemmie Gill School of Science and Conservation (SCICON) Fund
3. American Cancer Society
4. Cutler-Orosi High School Scholarship Fund
5. United Way

21.3.1 Proof of payment and verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or supporting employee organizations shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of sections 21.1 and 21.2 above.

21.3.2 Proof of payment shall be in the form of receipts and/or canceled

checks indicating the amount paid, date of payment, and to whom payment in lieu of the membership dues has been made. Such proof shall be presented on or before September 15 of each school year.

21.3.3 The District shall provide proof of payment to COUTA/CTA/NEA.

21.4 The Association agrees to furnish any information regarding membership status and any other information needed by the District to fulfill the provisions of this Article.

21.5 COUTA/CTA/NEA and the District hereby agree as follows:

21.5.1 COUTA/CTA/NEA agrees to pay to the District all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.

21.5.2 COUTA/CTA/NEA shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Paragraph (1) shall or shall not be compromised, resisted, defended, tried or appealed.

## **ARTICLE XXII: TERM**

22.1 This agreement shall be in effect from July 1, 2017 through and including June 30, 2020 and year to year thereafter until changed through the negotiation process. The statement for reopeners shall continue without change. During the intermediate years of this Agreement, the parties agree to reopen Health and Welfare Benefits, Salary, and up to two (2) Articles for each party



Agreed this 22nd day of February 2018

For the District:

---

---

---

---

---

For the Association:

---

---

---

---

---

---

---

Date of Supplemental TA with contract additions agreed to be added to the February 22, 2018 contract: May 29, 2018.

**CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT  
2017-18  
CERTIFICATED SALARY SCHEDULE**

Prior Step 1 Column 1 48,145 Percent Raise 2.00%

Class	I	II	III	IV	V	VI
	BA<30	BA + 30	BA+45 or	BA+60 or	BA+75 or	BA+90 or
Step			MA	MA+15	MA+30	MA+45
1	49,108	52,338	54,924	57,636	60,484	63,473
2	50,322	53,630	56,278	59,055	61,974	65,039
3	51,562	54,953	57,666	60,516	63,504	66,648
4	52,833	56,309	59,095	62,011	65,077	68,297
5	54,138	57,701	60,550	63,544	66,687	69,987
6		59,125	62,048	65,115	68,336	71,720
7		60,585	63,581	66,725	70,029	73,495
8		62,084	65,154	68,378	71,760	75,316
9			66,764	70,069	73,536	77,180
10			68,417	71,804	75,358	79,092
11			70,110	73,582	77,225	81,053
12			71,846	75,402	79,136	83,063
13			73,624	77,270	81,098	85,123
14				79,185	83,109	87,233
15					85,170	89,396
18			74,926	80,494	86,439	90,728
20			75,448	81,148	87,284	91,614
25			77,318	83,161	89,447	93,888

**Class**

- I** Bachelor's Degree with less than 30 units of upper division semester credits of approved college work.
- II** General Elementary or Special Secondary Credential requiring five years of work **or** Bachelor's Degree plus 30 units of upper division or graduate credits of approved college work.
- III** Master's Degree or Bachelor's Degree plus 45 units of upper division or graduate of approved college work.
- IV** Master's Degree plus 15 units of graduate work, or Bachelor's Degree plus 60 units of approved college work
- V** Master's Degree plus 30 units of graduate work, or Bachelor's Degree plus 75 units of approved college work
- VI** Master's Degree plus 45 units of graduate work, or Bachelor's Degree plus 90 units of approved college work

- Teachers with a BCLAD certificate will receive a \$500.00 stipend.
- Teachers designated by the District to teach in an RSP classroom and have the appropriate certificate will receive a \$500.00 stipend.
- Teachers with a Master's Degree (MA) will receive a \$1000.00 stipend.
- Teachers in the Dual Immersion Program will receive a \$1,500.00 stipend.
- Hourly Rate (Class II, Step 1 X .00075) = \$39.25
- Extra Duty Base (Class II, Step 1 X .85) = \$44,487
- SCICON = \$125/night or \$500 per 4 night stay.

**NOTE:** Teachers who teach a regular class during their designated preparation time (secondary school staff only) shall be paid their per diem/per period pay.

**Cutler-Orosi Joint Unified School District**  
**Speech/Language Pathologist Salary Schedule**  
**2018-19**

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
	BA Intern/Waiver	MA and Enrolled in CTC Program	MA and SLP Preliminary Credential	MA and SLP Clear Credential	MA + 30 and Clear SLP Credential	MA + 45 and Clear SLP Credential
Step 1	\$52,293	\$59,487	\$71,720	\$74,589	\$77,572	\$80,675
Step 2			\$74,015	\$76,976	\$80,055	\$83,257
Step 3			\$76,383	\$79,439	\$82,617	\$85,921
Step 4			\$78,827	\$81,981	\$85,261	\$88,670
Step 5			\$81,349	\$84,604	\$87,989	\$91,507
Step 6			\$83,952	\$87,311	\$90,805	\$94,435

Additional Factors:

- Masters Stipend of \$1,000 is included in the salary schedule.
- BCLAD Stipend = \$500 per year additional.
- Employee must be enrolled in an acceptable speech program (to CTC) in order to move to Column 2 on the schedule.
- Salary Schedule movement across the schedule is based solely on units and credential held.
- SLP = Speech-Language Pathologist
- SCA = Special Class Authorization
- Credentialed (SLP and SCA) add 3,000 stipend
- 197 work days / 8 hours per day

**RULES FOR PLACEMENT AND ADVANCEMENT ON THE CERTIFICATED SALARY SCHEDULE**

**I. INITIAL PLACEMENT**

- A. Upon initial employment by the District, a unit member shall receive placement on the Certificated Salary Schedule (Appendix A) based upon the prior experience and training possessed by said unit member as of the time of his/her commencement of services for the District.
- B. A unit member shall be granted year-for-year credit for experience as a teacher in public schools outside the District up to a maximum of fifteen (15) years.
  - B.1. Employees who were granted less than fifteen (15) years of verifiable service credit upon employment shall be moved to the appropriate step on the salary schedule to show up to fifteen (15) years of service credit. There is no retroactive pay for this placement beyond July 1, 2015. Only current employees are eligible for this adjustment.
- C. Any member of the bargaining unit who has less than a Bachelor's Degree plus thirty units (BA+30) for purposes of placement on the Certificated Salary Schedule shall be given placement on said schedule as follows:
  - 1. The unit member shall be placed at the appropriate step in the BA<30 (Class I) column according to his/her prior experience and in conformance with A and B, above.
  - 2. At such time as the unit member earns the units necessary for actual placement under Class II on the salary schedule, he/she shall be given credit for all years of experience accrued for placement on the basic salary schedule, consistent with all other rules herein set forth.

**II. Advancement**

- A. Vertical advancement on the salary schedule shall be at the rate of one (1) step for each year of teaching experience in the District. A teacher who works for 75% or more of the work days in a school year shall be granted a one (1) step advancement on the salary schedule at the commencement of his/her next years' service in the District. For the purpose of this section, paid

administrative leave counts toward the 75% unless charges for dismissal are brought against the employee.

- B. A certificated person who serves as a substitute teacher in the District for a total of more than seventy-five percent (75%) of a school year shall be given credit for one (1) step on the salary schedule at such time as he/she is employed as a contracted temporary or probationary teacher in the District.
- C. Professional development / extension / continuing education units, up to nine (9) units per column advancement, and all upper division classes eligible for matriculation are acceptable. All lower division classes taken after the initial credential acquisition must be pre-approved in order to receive salary schedule advancement credit. Teachers will submit course descriptions for approval to the Assistant Superintendent – Administrative Services.
- D. Intent to advance laterally on the salary schedule or to achieve an advanced degree for the coming fiscal year's salary placement must be submitted to the District on or before June 30 of the fiscal year preceding such advancement.
- E. Advancement in "Class" on the salary schedule or credit for a Master's Degree shall occur once per year at the start of each school year. Verification of units/degree shall be provided to the District by October 1st of each year. Upon appropriate verification, advancement shall be made retroactive to the start of the school year.
- F. The District shall provide each unit member upon request a written statement of the number of units that the District has registered in its records towards advanced salary schedule placement for the unit member.
- G. Hours applicable for class advancement are "semester hours." "Quarter hours" shall be converted to semester hours by multiplying the total of any such hours by two-thirds (2/3).
- H. Part-time employees shall receive placement and be provided advancement on the salary schedule in conformance with all rules and regulations set forth herein. Actual compensation, however, shall be a percentage of the amount shown at the teacher's placement level, said percentage to be set forth on the unit member's individual employment agreement in accordance with the amount of service to be provided.
- I. Any unit member who advances from one class to another on the salary

schedule shall be entitled to the full step advancement in his/her new class to which he/she would otherwise be entitled consistent with his/her prior years' experience.

## Extra Duty Assignment Pay Schedule 2017-18

### Extra-curricular

Site	Activity	Position(s)	1st	2nd
High School	<b>Athletic Director</b>		0.12	0.13
	<b>Football</b>	Varsity Head	0.1	0.11
		Varsity Assistant	0.08	0.09
		JV Head	0.085	0.095
		JV Assistant	0.065	0.075
	<b>Volleyball</b>	Varsity Head	0.09	0.1
		Varsity Assistant	0.075	0.085
		JV Head	0.07	0.08
		JV Assistant	0.065	0.075
	<b>Cross Country</b>			
	<b>Soccer</b>			
	<b>Basketball</b>			
	<b>Baseball/Softball</b>			
	<b>Golf</b>	Varsity Head	0.08	0.085
		Varsity Assistant	0.07	0.075
	<b>Swimming</b>			
	<b>Tennis</b>			
	<b>Track &amp; Field</b>			

Alt. Ed.	<b>Four Sports, one sport per quarter</b>	0.04	0.05

Middle School	<b>Athletic Director</b>		0.06	0.065
	<b>Baseball/Softball</b>	Varsity/JV Head	0.04	0.05
	<b>Basketball</b>			
	<b>Cheer/Pep</b>			
	<b>Football</b>			
	<b>Soccer</b>			
	<b>Tennis</b>			
	<b>Volleyball</b>			
	<b>Color Guard</b>	Varsity Head	0.025	0.03
		Assistant	0.025	0.03

Elementary Schools	<b>Intramural</b>	Gr. 4-5 Fall (2/site)	0.01	0.01
		Gr. 4-5 Winter	0.01	0.01
		Gr. 4-5 Spring	0.01	0.01

<b>LCAP Funded (line 1802)</b>				
<b>OHS</b>	<b>Athletic Trainer</b>	Per season-3 Total	0.092	0.092
Added to Athletic Budget				

<b>LCAP Funded (1803)</b>				
Youth Football Director		All Levels	0.09	0.10

### Co-curricular

Site	Activity	Position(s)	1st	2nd
High School	<b>Activities/Leadership</b>		0.12	0.13
	<b>Band Director</b>		0.075	0.08
	<b>Choir Director</b>		0.055	0.06
	<b>Yearbook</b>		0.07	0.075
	<b>Drama</b>		0.07	0.075
	<b>Academic Teams</b>	Mock Trial	0.055	0.065
		Link Crew	0.055	0.065
		Science Olympiad	0.055	0.065
		Science Bowl	0.055	0.065
		Academic Decathlon	0.055	0.065
		Robotics	0.055	0.065
		Speech/Debate	0.055	0.065

Alt. Ed.	Yearbook	0.015	0.015
----------	----------	-------	-------

Middle School	<b>Activities/Leadership</b>		0.07	0.075
	<b>Band Director</b>		0.07	0.075
	<b>Choir Director</b>		0.055	0.06
	<b>Yearbook</b>		0.03	0.035
	<b>Drama</b>		0.03	0.035
	<b>Academic Teams</b>	Math Bowl	0.03	0.035
		Science Olympiad	0.055	0.065
		Science Bowl	0.03	0.035
		History Day	0.03	0.035
		Robotics	0.03	0.035
		Speech/Debate	0.03	0.035
		Spelling Bee	0.01	0.01
		Cyberquest	0.03	0.035

Elementary	<b>Yearbook</b>		0.01	0.01
	<b>Academic Teams</b>	Science Olympiad	0.03	0.03
		History Day	0.03	0.03
		Robotics	0.03	0.03
		Cyberquest	0.03	0.03
		Spelling Bee	0.01	0.01

	Activity	Position(s)	1st	2nd
High School	Engineering/Green			
		MESA	0.055	0.065
	Business			
		FBLA	0.055	0.065
	Health Sciences			
		HOSA	0.055	0.065
	Agriculture			
		FFA	0.055	0.065

Middle School	<b>Engineering/Green</b>				
			MESA	0.045	0.055
	<b>Health Sciences</b>				
			HOSA - Jump	0.03	0.035
	<b>Agriculture</b>				
			FFA	0.03	0.035

### GATE - LCAP Funded

<b>District Wide</b> (3 Elementary sites)	Teacher (After-school)		Hourly
---	------------------------	--	--------

Current Base Rate:	\$44,487
--------------------	----------

Base Rate = Class ii, Step 1 X .85

**Note:** Which positions are filled from year to year is at the discretion of the administration.



**Cutler - Orosi Joint Unified School District  
Certificated Personnel Performance Appraisal**

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

Grade/ Subject: \_\_\_\_\_

Department/ Site: \_\_\_\_\_

<b>Employment Status:</b>	Temporary	Probation 0	Probation I	Probation II	Permanent
---------------------------	-----------	-------------	-------------	--------------	-----------

**Rating Scale:** DN – Did Not Meet Standards NI – Needs Improvement MS – Meets Standards NA – Not Applicable

<b>STANDARD 1: Engaging and Supporting All Students' Learning</b>	DN	NI	MS	NA
1.1 Uses knowledge of students to engage them in learning				
1.2 Connects learning to students prior knowledge, backgrounds, life experiences, and interests				
1.3 Connects subject matter to meaningful, real-life contexts				
1.4 Uses a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.				
1.5 Promotes critical thinking through inquiry, problem-solving, and reflection				
1.6 Monitors student learning, and adjusts instruction while teaching				
<b>Commendations:</b>	<b>Recommendations:</b>			
<b>STANDARD 2: Creating and Maintaining Effective Learning Environments for Student Learning</b>	DN	NI	MS	NA
1. Promotes social development and responsibility within a caring community where each student is treated fairly and respectfully				
2. Creates physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students				
3. Establishes and maintains learning environments that are physically, intellectually, and emotionally safe				
4. Creates a rigorous learning environment with high expectations				
5. Develops, communicates, and maintains high standards for individual and group behavior				
6. Employs classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn				
7. Uses instructional time to optimize learning				
<b>Commendations:</b>	<b>Recommendations:</b>			



<b>STANDARD 3: Understanding and Organizing Subject Matter for Student Learning</b>		DN	NI	MS	NA
3.1	Demonstrating knowledge of subject matter content and student development				
3.2	Applies knowledge of student development and proficiencies to ensure student understanding of subject matter				
3.3	Organize curriculum to facilitate student understanding of the subject matter				
3.4	Utilizes instructional strategies that are appropriate to the subject matter				
3.5	Uses and adapts resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students				
3.6	Addresses the needs of English Learners and students with special needs to provide equitable access to the content				
<b>Commendations:</b>		<b>Recommendations:</b>			

<b>STANDARD 4: Planning Instruction and Designing Learning Experiences for All Students</b>		DN	NI	MS	NA
4.1	Uses knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction				
4.2	Establishes and articulates goals for student learning				
4.3	Develops and sequences long-term and short-term instructional plans to support student learning				
4.4	Plans instruction that incorporates appropriate strategies to meet the learning needs of all students				
4.5	Adapts instructional plans and curricular materials to meet the assessed learning needs of all students				
<b>Commendations:</b>		<b>Recommendations:</b>			

<b>STANDARD 5: Assessing Student Learning</b>		DN	NI	MS	NA
1.	Applies knowledge of the purposes, characteristics, and uses of different types of assessments				
2.	Collects and analyses assessment data from a variety of sources to inform instruction				
3.	Reviews data, both individually and with colleagues, to monitor student learning				
4.	Uses assessment data to establish learning goals and to plan, differentiate, and modify instruction				
5.	Involves all students in self-assessment, goal-setting, and monitoring progress				
6.	Uses available technologies to assist in assessment, analysis, and communication of student learning				
7.	Uses assessment information to share timely and comprehensible feedback with students and their families				
<b>Commendations:</b>		<b>Recommendations:</b>			

STANDARD 6: Developing as a Professional Educator	DN	NI	MS	NA
1. Reflecting on teaching practice in support of student learning				
2. Establishing professional goals and engaging in continuous and purposeful professional growth and development				
3. Collaborating with colleagues and the broader professional community to support teacher and student learning				
4. Working with families to support student learning				
5. Engaging local communities in support of the instructional program				
6. Managing professional responsibilities to maintain motivation and commitment to all students				
7. Demonstrating professional responsibility, integrity, and ethical conduct (Demonstrates professional cooperative relationships with student, staff, parents and community. Completes adjunct duties and meets organizational responsibilities.)				
<b>Commendations:</b>	<b>Recommendations:</b>			



Additional Comments:			
<b>Employee's Performance Meets District Standards:</b> Yes <input type="checkbox"/> Needs Improvement <input type="checkbox"/> No <input type="checkbox"/>			
<b>Improvement Plan Required</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>Evaluator must complete an Improvement Plan for five (5) marks of DN or a Combination of DN and NI.</b>		
<i>Teacher's Statement: Signature of employee does not indicate agreement. This evaluation form will be placed in the employee's personnel file. The employee may submit response within 30 days.</i>			
Teacher's Signature		Date	
Evaluator's Signature		Date	

**APPENDIX E: COACH/RESOURCE TEACHER PERFORMANCE APPRAISAL (Until 2016-17)**

**Cutler-Orosi Joint Unified School District**  
**Coach/Resource Teacher Performance Appraisal**

Name: \_\_\_\_\_ Evaluation Period: School Year \_\_\_\_\_ Date: \_\_\_\_\_

Grade/Subject: \_\_\_\_\_ School Site: \_\_\_\_\_

Rating Scale: DN=Did Not Meet Standards NI=Need Improvement MS=Meets Standards

Examines, evaluates and recommends instructional methods, material and equipment, including technology.	DN	NI	MS
Assists in staff development and professional growth through a continuous Program.	DN	NI	MS
Assists with curriculum development.	DN	NI	MS
Assists with scope and sequence of program of study and plans for continuity and articulation from one level of achievement to the next.	DN	NI	MS
Provides job embedded professional development through work in classrooms with teachers.	DN	NI	MS
Models lessons for teachers.	DN	NI	MS
Works collaboratively with teachers in implementing the components of the state standards.	DN	NI	MS
Supports on-going assessment and analysis of data to guide instructional decisions.	DN	NI	MS
Trains support staff in strategies for at-risk students.	DN	NI	MS
Demonstrates professional cooperative relationships with students, staff and parents.	DN	NI	MS
Exhibits professional employment characteristics and completes adjunct duties according to job assignment.	DN	NI	MS
Demonstrates punctuality and good attendance for all duties.	DN	NI	MS
Participates in professional development activities to continually upgrade skills.	DN	NI	MS
Adheres to school board policies and administrative procedures.	DN	NI	MS
Implements developmentally appropriate teaching and learning activities/ strategies that teachers can model and provide to students.	DN	NI	MS
Models effective writing strategies which impact student learning.	DN	NI	MS

Employee Status: Temporary ☐ Prob 0 ☐ Prob 1 ☐ Prob 2 ☐ Perm ☐

Employee's Performance Meets District Standards: Yes ☐ No ☐ Evaluator has Attached Additional Page(s): ☐

Two (2) or more marks of "DN" automatically equals "not meeting district standards".

A combination of "DN" and "NI" marks and/or multiple "NI" marks may also result in "not meeting district standards".

\_\_\_\_\_  
 Evaluator Signature Date Employee Signature Date

**NOTE:** Signature of employee does not indicate agreement. This evaluation form will be placed in the employee's personnel file. The employee may submit a written response within 30 days.

Cutler/Orosi Unified Teachers Association/ CTA/ NEA  
GRIEVANCE FORM

Grievant's Name: \_\_\_\_\_

Date Cause of Grievance Occurred: \_\_\_\_\_

Date of Level I Discussion (Name of Administrator): \_\_\_\_\_

Statement of Grievance, Including Specific Provision(s) of the Agreement Which are Alleged to Have been Misinterpreted or Misapplied: \_\_\_\_\_

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

Remedy Sought: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_ Signature of Grievant: \_\_\_\_\_

\*\*\*\*\*

LEVEL II

Date Received by Immediate Supervisor (and Name of Administrator): \_\_\_\_\_

\_\_\_\_\_  
Date of Grievance Conference, if Held: \_\_\_\_\_

Immediate Supervisor's Response (see attached)

Date: \_\_\_\_\_ Signature and Title: \_\_\_\_\_

\*\*\*\*\*

LEVEL III

Date Received by Superintendent or Designee (and Name of Administrator): \_\_\_\_\_

Date of Conference, if held: \_\_\_\_\_

Superintendent's Response (see attached)

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

\*\*\*\*\*

LEVEL IV

Date of Submission to Mediation: \_\_\_\_\_

Date of Mediation Conference: \_\_\_\_\_

Mediation Settlement: \_\_\_\_\_

1 \_\_\_\_\_

\*\*\*\*\*

LEVEL V

Date of Submission to Arbitration: \_\_\_\_\_

Date of Arbitration: \_\_\_\_\_

## Professional Growth Form

### Request for Unit Approval & Notification of Salary Advancement

Name:

Position:

Date of Request:

College/University:

Number of Units:

Course Number and Description:

- ☐ Upper Division
- ☐ Graduate
- ☐ Extension (*needs prior approval for last 6 units for column advancement*)
- ☐ Undergraduate (*needs prior approval for last 6 units for column advancement*)

Purpose for taking course:

### ACTION TAKEN

- ☐ Approved
- ☐ Denied

Assistant Superintendent's Signature:

Date: