AGREEMENT BETWEEN THE

EUREKA UNION ELEMENTARY SCHOOL DISTRICT

AND THE

EUREKA UNION TEACHERS ASSOCIATION, CTA/NEA

EFFECTIVE JULY 1, 2024 - JUNE 30, 2026

	Page
ARTICLE 1. AGREEMENT	6
1.1 Parties	6
1.2 Recognition	6
1.3 Authority	6
1.4 Term	6
1.5 Completion of Negotiations	6
1.6 Individual Employment Contracts	6
ARTICLE 2. DISTRICT RIGHTS	7
ARTICLE 3. DEFINITIONS	8
ARTICLE 4. NEGOTIATIONS PROCEDURE	9
4.7 School Site Amendments	9
ARTICLE 5. MAINTENANCE OF STANDARDS	11
ARTICLE 6. SAVINGS	12
ARTICLE 7. STATUTORY CHANGES OR LEGAL INTERPRETATIONS	13
ARTICLE 8. GRIEVANCE PROCEDURE	14
8.1 Definitions	14
8.2 Purpose	14
8.3 Timelines	14
8.4 Procedure	15
8.5 Initiating Grievances at Level Two	17
8.6 Rights of Representation	17
8.7 No Reprisals	17
8.8 Miscellaneous	18
ARTICLE 9. ASSOCIATION SECURITY	19
9.1 Dues Deduction	19
ARTICLE 10. ASSOCIATION RIGHTS	20
10.1 Right to Represent Unit Members	20
10.2 Mail Facilities	20
10.3 Bulletin Boards	20
10.4 Use of Buildings	20
10.5 Access to Work Areas	20
10.6 Access to Information	20
10.7 Release Time	21
ARTICLE 11. TRANSFER AND REASSIGNMENT	23
11.1 Definitions/Information	23
11.2 Posting of Vacancies	23
11.3 Voluntary Transfer/Reassignment	24
11.4 Involuntary Transfer/Reassignment	24
11.5 Involuntary Transfer/Reassignment (Surplus Years)	26

Page
ARTICLE 12. EVALUATION 29
12.1 Intent 29
12.2 Observation and Evaluation Frequency 29
12.3 Evaluation Procedure 30
12.4 Year of Experience Credit for Unit Members On Salary Schedule Class V 31
ARTICLE 13. HOURS AND ADJUNCT DUTIES 33
13.1 Work Day/Work Year 33
13.2 Junior High Work Load/Professional Obligations 34
13.3 Faculty Meetings 35
13.4 Non-Paid Adjunct Duties 35
13.5 Non-Instructional Supervision 37
13.6 Duty Curfew 37
13.7 Recognition of Additional IEP/504/SST Responsibilities for Unit Members 37
13.8 Preparation Time 38
13.9 Collaboration Time 39
13.10 Student Assessment and Progress Monitoring Time 39
13.11 Professional Development 40
13.12 Calendar Advisory Committee 40
13.13 Pay for Assignments Requiring Travel 41
13.14 Combination Classes 41
13.15 Class Sizes 42
ARTICLE 14. SAFETY 44
14.1 Safe Working Conditions 44
14.2 Pupil Transportation 44
14.3 Health Care Procedures 44
14.4 Identification Badges 45
ARTICLE 15. LEAVES 46
15.1 Leaves – Generally 46
15.2 Sick Leave 47
15.3 Family Care and Medical Leave 49
15.4 Catastrophic Leave Bank 52
15.5 Personal Necessity Leave 56
15.6 Bereavement Leave 58
15.7 Jury Duty/Witness Leave 58
15.8 Industrial Accident and Illness Leave 59
15.9 Personal Leave Without Pay 59
15.10 45 Minute Early Out 60
ARTICLE 16. HEALTH AND WELFARE BENEFITS 61
16.1 Eligibility 61

	Page
16.2 Insurance Program	61
16.3 District Contribution/Employee Costs	61
16.4 District Contribution Exceeds Cost of Premiums	62
16.5 Waiver of Employee Participation	62
16.6 Internal Revenue Code (IRC) Section 125 Plan	62
ARTICLE 17. SALARIES AND SALARY ACCOUNTABILITY	63
17.1 Salary Schedule	63
17.2 Part-Time Salary	63
17.3 Salary Payments	63
17.4 Salary Schedule Placement Upon Hiring	64
17.5 Credit for Year of Experience for Salary Schedule Step Advancement	64
17.6 Course Credit for Salary Column Initial Placement and Column Movement	65
17.7 Payroll Errors	66
17.8 Unit Member's Expenses	67
17.9 Extra Duty Stipends	67
17.10 Hourly Extra Duty Pay	67
ARTICLE 18. RETIREMENT	68
18.1 Reduced Services Prior to Retirement Program	68
18.2 Retiree Optional Participation in Group Health Benefits	69
18.3 Retiree Consultant Program	69
ARTICLE 19. PART TIME CONTRACT/JOB SHARING	71
19.1 Part Time Teachers	71
19.2 Requirements	71
19.3 Compensation	71
19.4 Renewal	72
19.5 Return to Full-Time	72
19.6 Job Sharing	72
ARTICLE 20. TEACHER INDUCTION PROGRAM AND COACHING	75
20.1 Purpose	75
20.2 Mandatory Participation for Permanent Teachers	75
20.3 Participation -Teachers Eligible for Teacher Induction Program	78
20.4 Voluntary Participation of Permanent Teachers	78
20.5 Voluntary Participation of Experienced Probationary Teachers	78
20.6 Mentor Teachers	79
20.7 Budget and Use of Funds	80

	Page
RATIFICATION OF AGREEMENT	81
APPENDIX I – CERTIFICATED SALARY SCHEDULE	82
APPENDIX II – EXTRA DUTY STIPEND SCHEDULE	84
APPENDIX III – CURRENT YEAR WORK CALENDAR WORK	87
APPENDIX IV – CURRENT MOU's	88
APPENDIX V – REPEALED OR EXPIRED MOU's	
HISTORY OF CONTRACT AMENDMENTS	110

ARTICLE 1 AGREEMENT

1.1 Parties

This Agreement is made and entered into between the Board of Trustees of the Eureka Union School District, which together with its administrative staff and representatives shall be referred to as the "District" and the Eureka Union Teachers Association, CTA/NEA, the exclusive representative employee organization, which together with its officers and representatives shall be referred to as the "Association."

1.2 Recognition

The District recognizes the Association as the exclusive representative of a certificated unit consisting of all certificated employees, except management, confidential, supervisory, psychologists and non-contract substitute employees.

1.3 Authority

This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code which shall be referred to as the "EERA."

1.4 Term

The Agreement shall remain in full force and effect from July 1, 2022 until June 30, 2024, except for any sections which are expressly retroactive to an earlier date. Reopeners shall be made only by mutual, written consent of the parties (except where otherwise required by law, unforeseen operational issue, or this Agreement).

1.5 Completion of Negotiations

This Agreement concludes the parties' duty to negotiate with respect to any subject covered in this Agreement during the term of the Agreement, except for reopeners listed in sections 1.4, 4.1 and 4.2 or upon mutual agreement.

1.6 Individual Employment Contracts

Any individual contract between the District and a unit member shall be consistent with the terms of this Agreement, unless the District and the Association agree in writing in a specific situation.

ARTICLE 2 DISTRICT RIGHTS

2.1 The District retains all of its powers and authority to direct, manage, and control to the extent of the law except as limited by law and the express terms and conditions of this Agreement. Such powers include, but are not limited to the following: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures; and determine budgetary allocation; determine the methods of raising revenue; contract out work which is funded by the District foundation(s) or another outside party for a specific purpose and which is not expected to continue on a permanent basis; and take action on any matter in the event of an emergency. In addition, the District retains the right to take action to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

2.2 The exercise of the foregoing powers, rights, and authority by the District shall be consistent with and limited only by the law and the specific terms of this Agreement.

ARTICLE 3 DEFINITIONS

3.1 "District" is the Eureka Union School District, its Board of Trustees, administration, and other designated representatives.

3.2 "Association" means the Eureka Union Teachers Association, CTA/NEA, its officers and representatives. The Association is the exclusive representative of the certificated bargaining unit in the District, as specified in Section 1.2.

3.3 "Immediate Supervisor" means any employee designated by the District with authority to discipline, assign work to, or direct a unit member in the performance of duties on a daily basis.

3.4 "Unit Member" means any District certificated employee who is included in the appropriate unit as defined in section 1.2 and therefore covered by the terms and provisions of this Agreement.

3.5 "Work Day(s)" means day(s) during which unit members are required by this Agreement to render service.

3.6 "Immediate Family" means the spouse, parent, step-parent, father-in-law, mother-in-law, grandparent, child, step-child, daughter-in-law, son-in-law, brother-in-law, sister-in-law, sibling, step-sibling, or grandchild of the unit member; and any relative living in the immediate household of the unit member.

3.7 "Daily Rate of Pay" means the unit member's annual scheduled salary divided by the annual number of work days specified by this Agreement or the negotiated work calendar.

3.8 "Site" means a building or location where unit members work.

3.9 “Parties” refers to both the District and Association.

3.10 A “Registered Domestic Partner” as defined and regulated by Division 2.5 of the Family Code (currently sections 297-299.6) shall qualify wherever “spouse” is used in this Agreement.

ARTICLE 4 NEGOTIATIONS PROCEDURE

4.1 The District shall provide public notice of the proposals at Board meeting(s) held shortly thereafter. (Gov. Code § 3547).

4.2 The District or Association may reopen negotiations at additional times to propose changes in working conditions covered by the Agreement which may be desirable in order to participate in new programs or laws (e.g., year-round education; staff development buyback) or changes in District operations (e.g., opening a new school).

4.3 The Association shall submit an initial proposal for a successor Agreement by March 1 of the year in which this Agreement expires. The District shall provide public notice of such proposal and of its own successor proposal at the first two (2) School Board meetings following the submission of the Association's proposal provided the timing of the meetings comply with Board agenda notice requirements.

4.4 The parties shall hold a negotiations session within twenty (20) days after public notice requirements have been met, unless a different timeline is mutually agreed upon.

4.5 Any agreement reached between the parties shall be reduced to writing and signed.

4.6 The District shall prepare and post to the District website a copy of the Agreement, or amendments thereto, within thirty (30) work days following ratification. The Agreement shall be updated annually to reflect changes.

4.7 School Site Amendments

> 4.7.1 This section shall provide schools within the District a mechanism for site specific contract amendments during the term of this Agreement for the purpose of school improvement.
>
> 4.7.2 To begin the engagement of 4.7, school site administration must notify in writing District administration, EUTA leadership, Negotiation teams, and site staff that a formal proposal is being considered.
>
> 4.7.3 When a final proposal has been crafted, written notification of the final proposal shall be given to District administration, EUTA leadership, Negotiation teams and school site staff.
>
> > 4.7.3.1 Within 30 calendar days, EUTA will respond to the proposal with amendments, approval or denial.

4.7.4 If at any place during this process an impasse occurs, the District and EUTA negotiating teams will convene.

4.7.5 This negotiations process shall result in a Letter of Agreement.

ARTICLE 5 MAINTENANCE OF STANDARDS

5.1 This Agreement shall supersede any Board policy, administrative regulation, or practice of the District which is or becomes inconsistent with its terms.

ARTICLE 6 SAVINGS

6.1 If any section of this Agreement or application of this Agreement is held to be contrary to law by a final court decision, then such section or application shall not be deemed valid, except to the extent permitted by law; but all other sections shall continue in full force and effect.

6.2 Within ten (10) days of notification of the court's final decision, a date shall be established for negotiations regarding the section(s) affected by the decision. The negotiations meeting shall be held within twenty (20) work days thereafter.

ARTICLE 7 STATUTORY CHANGES OR LEGAL INTERPRETATIONS

7.1 If a law is adopted or a final precedential court decision is issued interpreting a law which results in the increase or decrease of the legally required level of any work condition, leave or benefit addressed in this Agreement, the new level of work condition, leave or benefit legally required shall supersede the Agreement level upon the effective date of the law. The parties agree to meet upon written notice to draft Agreement language to reflect the change.

ARTICLE 8 GRIEVANCE PROCEDURE

8.1 Definitions

8.1.1 A "grievance" is a claim by one (1) or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of the Agreement.

8.1.2 The "grievant" is the unit member, unit members, or the Association making the claim.

8.1.3 A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

8.1.4 A "work day" is any day in which any unit member is required by contract to render service.

8.2 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of unit members and the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

8.3 Timelines

8.3.1 Timeline to Initiate Grievance: The unit member, or Association acting on behalf of unit member(s), shall initially file any grievance not later than twenty (20) work days after the affected person or Association knew or could reasonably have been expected to know of the action or inaction that constitutes the basis for the grievance.

8.3.2 Timeline to Appeal at Each Level: An appeal to any subsequent level of the grievance procedure shall be filed in writing within five (5) work days after receipt of a written response or within ten (10) work days from the date of presentation of the grievance at the previous level if no response was given unless the timelines have been mutually extended.

8.3.3 Time limits provided for at each level shall begin the day following receipt of the grievance appeal or written decision.

8.3.4 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement.

8.3.5 In the event a grievance is filed at such a time that it cannot be processed through all the steps by the end of the school year, and if left unresolved harms a grievant, the grievant, at his/her option, may continue to process the grievance during the summer or postpone further processing until school resumes.

8.4 Procedure

8.4.1 Level One – Immediate Supervisor

8.4.1.1 A grievance shall be presented in writing to the immediate supervisor using the grievance form with a copy simultaneously provided to the Association. The immediate supervisor shall meet with the grievant within five (5) work days of receipt of the grievance. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, within five (5) work days of such meeting.

8.4.1.2 If the grievant is not satisfied with the disposition of the grievance, or if no written response has been timely given at Level One, the grievance may be appealed to Level Two within the timeline in section 8.3.2.

8.4.2 Level Two – Superintendent or Designee

8.4.2.1 The Superintendent or designee shall meet with the grievant within five (5) work days of receipt of the grievance appeal and shall provide a written disposition of the grievance, including the reasons therefore, within five (5) work days of such meeting.

8.4.2.2 If the grievant is not satisfied with the response to the grievance at Level Two, or if no disposition has occurred in a timely manner, the grievance may be appealed to grievance mediation at Level Three within the timeline in section 8.3.2.

8.4.3 Level Three – Mediation

8.4.3.1 Upon receipt of a timely appeal, the District and Association shall jointly request that a mediator from the California State Mediation/Conciliation Service be assigned to assist the parties in the

resolution of the grievance.

8.4.3.2 The mediator shall meet with the parties for the purpose of resolving the grievance. If an agreement is reached, the agreement shall be reduced to writing. The parties shall mutually decide in each case whether the settlement is precedential.

8.4.3.3 If the grievance has not been resolved within ten (10) work days after the first meeting held by the mediator, the grievant may terminate Level Three and may appeal to Level Four. All Level Four appeals must be filed within ninety (90) days after appeal to Level Three unless the timeline is mutually extended or unless it is documented that the mediator has not been available to hold a session within the ninety (90) days.

8.4.4 Level Four – Appeal to Governing Board

8.4.4.1 The appeal shall contain all materials developed in the course of all preceding levels and shall contain a clear and concise statement of reasons for the appeal.

8.4.4.2 The Superintendent or designee and the grievant shall confer to establish the date of the appeal hearing. The selected date shall be set to allow a minimum of ten (10) work days' notice prior to the hearing. In no event shall the hearing be scheduled more than thirty (30) work days from the date of submission of the appeal.

8.4.4.3 If either party fails to attend the hearing, the decision shall be taken as a default. Failure to appear because of verified emergency shall be grounds for a rescheduling of the hearing.

8.4.4.4 The Board shall consider only those issues which were raised at Level Two or Three of the grievance procedure. The Board shall base its decision upon the written submittals presented by either party and any other oral or documentary evidence presented to the Board in closed session. The Board may appoint a hearing officer to preside at the hearing, advise it regarding questions of procedure and admissibility of evidence, and to prepare a proposed decision in accordance with the determination of the Board.

8.4.4.5 The Board shall communicate its decision by certified mail within thirty (30) work days following the hearing. Copies of the decision shall

simultaneously be mailed to the parties in interest and to the Association. The decision of the Board shall be final and binding on all parties.

8.5 Initiating Grievances at Level Two

8.5.1 Grievances related to safety shall commence with Level Two.

8.5.2 Where a grievance alleges a common action or inaction affecting unit members at multiple sites, the Association, either on its own behalf or on behalf of more than one (1) affected unit member, may initiate a written grievance at Level Two.

8.5.3 If a grievance arises from action or inaction of the District at a level above the principal or immediate supervisor, the grievant shall initiate such grievance in writing at Level Two.

8.6 Rights of Representation

8.6.1 A grievant may be represented at all stages of the grievance process by a representative of his/her choice or the Association.

8.6.2 A unit member may at any time present grievances to the District, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with terms of this agreement. The District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response (Government Code section 3543).

8.6.3 The grievant and one (1) representative designated by the Association may be released without loss of pay or cost to the Association in order to attend a grievance meeting or hearing. Any unit member who is requested to appear at a Level Four hearing as a witness will be accorded the same right.

8.7 No Reprisals

No reprisals of any kind shall be taken by the District or by any member or representative of the administration or the Board against any grievant, any party in interest, any unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

8.8 Miscellaneous

8.8.1 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.

8.8.2 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the District and Association and made available to unit members.

ARTICLE 9 ASSOCIATION SECURITY

9.1 Dues Deduction

9.1.1 The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members and the Association. The District shall not require the completion of a new deduction authorization when a dues or other change has been effected or at any other time without the express approval of the Association. Upon written request from the Association to the District, membership dues, initiation fees, and general assessments shall be increased or decreased without reauthorization from unit members.

9.1.2 The District shall honor the terms of employees' written authorization for payroll deductions. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the Association. The Association shall be responsible for processing these requests. The District shall rely on information provided by the Association regarding whether deductions for the Association were properly cancelled or changed, and the Association shall indemnify the district for any claims made by the employee for deductions made in reliance on that information.

9.1.3 The Association shall certify that it has and will maintain individual employee authorizations, and so long as the Association does so, it shall not be required to submit to the District a copy of the employees' written authorizations in order for the payroll deductions described in this section to be effective, unless a dispute arises about the existence or terms of the written authorization. The Association shall indemnify the District for any and all claims made by employees for deductions made in reliance on the Association's notification to the District.

9.1.4 With respect to all sums deducted by the District pursuant to section 9.1.2 and 9.1.3 above, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members, including their names, addresses, and work locations for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

ARTICLE 10 ASSOCIATION RIGHTS

10.1 Right to Represent Unit Members

The Association has the right under the Educational Employment Relations Act to represent bargaining unit members in their employment relations with the District. Nothing in this Agreement shall be construed as a waiver of such rights.

10.2 Mail Facilities

The Association shall have the right to use the District mail service and unit member mailboxes for communications to unit members regarding matters within the scope of representation subject to reasonable regulations to prevent disruption of the District's services.

10.3 Bulletin Boards

The Association shall have the right to post notices of activities and matters of Association concern on designated Association bulletin boards or wall space, at least one (1) of which shall be provided at each site in areas frequented by unit members.

10.4 Use of Buildings

The Association shall have the right to use school buildings and sites at reasonable times for meetings and other Association activities in accordance with District policies and regulations implementing the Civic Center Act.

10.5 Access to Work Areas

Authorized representatives of the Association shall have the right of access to employee work areas at reasonable times provided that such access is not disruptive to District services.

10.6 Access to Information

10.6.1 The District, upon written request by the Association, agrees to furnish the Association within fifteen (15) days one (1) copy of all information which has already been prepared concerning the financial resources and staffing of the District. Such information may include, but is not limited to: annual financial reports and audits, budgets, interim reports, J-90s, assignment location of certificated personnel, tentative budgetary requirements and allocations, census and

membership data, names, addresses and phone numbers of all unit members, salaries, benefits, and stipends paid thereto, educational background, longevity, and other employee information that is relevant to negotiations and processing grievances or necessary for the Association to function as the exclusive representative organization. The District, upon written request by the Association, agrees to furnish the Association, at the time of distribution to the Board, agendas and minutes of all Board meetings and all attachments there to which are not exempt from disclosure under the Public Records Act. The District may recover the reasonable copying costs of providing any documents provided such charges do not exceed the amount charged to other requestors for an identical document.

10.6.2 The District, upon written request by the Association, agrees to provide the Association with estimates of the cost to provide any unprepared information necessary for the Association to fulfill its role as the exclusive representative organization. The cost estimate shall be provided within ten (10) calendar days after the request and shall include staff costs to research, compile, prepare or copy the information, and the period of time necessary to respond to the request considering normal staff workloads. The District shall provide the requested information following payment.

10.6.3 The District and Association leadership will meet monthly during the school calendar year on prearranged dates established at the start of each school year. During those meetings standing pertinent items and other agenda topics can be discussed.

10.7 Release Time

10.7.1 Up to five (5) unit members shall be provided reasonable release time for negotiating, mediating, and fact-finding, without loss of salary or other benefits, or cost to the Association.

10.7.2 Unit members shall be provided release time to serve as an elected officer to any local, state and national Association organization and attend special or regular meetings of such organizations without loss of salary or other benefits. The Association shall reimburse the District for all compensation paid to the unit member because of this release time within thirty (30) calendar days of disbursement.

10.7.3 The Association President shall be provided up to five (5) work days of release time per year to conduct Association business. The President shall provide at least three (3) calendar days' written notice prior to a release day. The

Association shall reimburse the District for the cost of the daily rate of pay of the President within ten (10) calendar days after the absence.

ARTICLE 11 TRANSFER AND REASSIGNMENT

11.1 Definitions/Information

11.1.1 A “Transfer” is the movement of a unit member’s position or assignment: (1) either completely or in part from one (1) school to another, or (2) completely from one (1) department to another at junior high school. A change in grade level or a partial assignment outside an academic department is not a transfer.

11.1.2 A “Reassignment” is: (1) a change of position or assignment within a school site, or (2) a partial change of assignment outside the current department at junior high school.

11.1.3 A “Vacancy” is an open, promotional or newly-created position that exists after on- site reassignments have occurred. “Open” means not filled by an incumbent unit member or a mid-year vacancy that shall be posted as vacant for the coming school year.

11.1.4 By January 31st, all unit members, including those on leave of absence, are required to complete an Intent Form for the upcoming school year. The purpose of the Intent Form is to obtain essential information from the unit members related to staffing for the next school year in order to minimize disruption and potential layoffs.

11.1.4.1 Information attached to the Intent Form will indicate whenever a new school will be opening the next school year or the likelihood of the need to reduce staff. The information will list all vacancies, job shares available, and preliminary enrollment/staffing projections for each school site, as well as grade levels, for the next school year which are known. It is the responsibility of each unit member to return a completed Intent Form within two (2) calendar weeks. A unit member shall also indicate their intent to resign, retire, or take leave at the end of the school year, or if on leave, the intent to return to work next year.

11.2 Posting of Vacancies.

11.2.1 Throughout the school year, until May 31st, upon knowledge of a vacancy, the District shall notify the Association and post electronically a list of all vacancies which occur during the work year and for the following work year. The posting shall contain the following:

- A closing date which is at least five (5) work days following the posting

date.

- A job description, including school site and grade level/department.
- Appropriate credentials/certification including NCLB law or regulations; job skills and specific experiences relevant to working in the particular grade-level or subject area team.

11.2.2 No assignment to fill a vacancy shall be made until after the closing date.

11.3 Voluntary Transfer/Reassignment

11.3.1 When there is a posted vacancy, all unit members who indicate interest on the Transfer Request Form will be considered by the Director of Human Resources and the principal(s) of the school(s) involved. Unit members will have an opportunity to notify the District of interest in a specific posted position(s) by filing a Transfer Request Form with the Human Resources Department within five (5) work days of the posting date.

11.3.2 It is the responsibility of each unit member to indicate on the Transfer Request Form his/her interest in either a reassignment to a specific position(s); a desire to job share within the same school; or to transfer to a certain school(s) and /or specific positions for the next school year.

11.3.3 If a unit member already has a Transfer Request Form on file, it is not necessary to make a further application in order to be considered for any vacancy.

11.3.4 After the administrators involved have had sufficient time to review the unit members' transfer requests, a decision to fill each vacancy will be made.

11.3.5 If two (2) or more unit members who are equally qualified apply for the same position, the unit member with the greatest seniority shall receive the transfer.

11.3.6 Each unit member who requested a specific transfer or reassignment will be notified by submitting the Transfer Request Form.

11.3.7 Unit members returning from leave shall be afforded all rights under this provision.

11.3.8 Unit members may only voluntarily transfer once each school year.

11.3.9 Once the transfers and reassignments have been determined (approximately April 15th), any remaining vacancies will be advertised both internally and outside the District. Unit members, as well as outside applicants, may apply and will be considered for any vacancy. The District will fill all remaining vacant positions as soon as practicable.

11.4 Involuntary Transfer/Reassignment

11.4.1 Involuntary transfers and reassignments may be made based upon the educational needs of the students and programs.

11.4.1.2 If a decrease in the number of pupils or the elimination or change in programs occurs, the District shall seek volunteers at the affected school site prior to making any involuntary transfers or reassignments.

11.4.2 The District shall seek volunteers prior to making any involuntary transfers or reassignments.

11.4.3 The District shall take into consideration, as appropriate:

- Appropriate credentials/certification.
- Job skills and specific experiences relevant to working in the particular grade-level or subject area team.
- When criteria indicate two (2) or more unit members are equally qualified, the least senior unit member shall be reassigned or transferred.

11.4.4 A unit member shall not be involuntarily transferred for or during his/her last year of employment where retirement at the end of the school year has already been requested in writing. If the unit member does not retire as announced, he/she shall be subject to transfer.

11.4.5 The appropriate administrator(s) will discuss the needs for the transfer or reassignment with the unit member. An affected unit member may file a written request for explanation within ten (10) work days. The unit member may appeal the decision in writing to the Superintendent within ten (10) work days. The Superintendent shall make a final decision.

11.4.6 A unit member who is involuntarily reassigned shall be granted one (1) substitute day to prepare for the requirements of the new position or receive 6.5 hours of hourly pay at the rate described on the extra duty salary schedule. A unit

member who is involuntarily transferred shall be granted three (3) substitute days to prepare for the requirements of the new position or receive 19.5 hours of hourly pay at the rate described on the extra duty salary schedule. Any unit member who is involuntarily reassigned or transferred may, upon request, receive district support to move items.

11.4.7 If properly credentialed, the affected unit member will be given the first priority (per 11.4.1) to return to his/her previous site if such a vacancy exists or occurs in the school year for which the new assignment is effective and for the following school year.

11.4.8 If a member is involuntarily transferred or reassigned, they shall be afforded first priority for filling any new or vacant positions in the district, excluding new school openings. Site administration shall have the right to meet and discuss placement prior to final selection.

11.4.8.2 Involuntary transferred or reassigned staff members shall designate up to their top three choices from open district positions. Staff members shall be assigned their top choice, when not in conflict with another staff member having greater district seniority. Site administration shall have the right to meet and discuss placement prior to final selection.

11.5 Involuntary Transfer/Reassignment (Surplus Years)

11.5.1 Section 11.5 shall apply if there is a decrease in the number of pupils, the elimination of programs and/or funding, school closure or reconfiguration.

11.5.2 Unit members who are surplused, non-noticed (for purpose of reduction in force) and those returning from leave of absence, will be placed in a position prior to unit members receiving layoff notices.

11.5.3 If a particular site is to be closed, unit members at that site shall be afforded first priority for filling any new or vacant positions at the site or sites to which the pupils at the closing site are being placed.

11.5.4 The appropriate administrator shall hold a staff meeting of all unit members to review the Intent Form, enrollment projections, and potential job share openings and to seek a volunteer(s) prior to making any involuntary reassignments/transfers.

11.5.5 If a teacher volunteers after the principal begins to seek volunteers, he/she will be granted the support outlined in Article 11.4.5.

11.5.6 If options have been exhausted, the appropriate administrator shall determine the unit member(s) to be reassigned or transferred in the best interests of the students and after giving specific consideration to the following criteria:

- Appropriate credentials/certification
- Job skills and specific experiences relevant to working in the particular grade-level or subject area team
- When criteria indicate two (2) or more unit members are equally qualified, the least senior unit member shall be reassigned or transferred

11.5.7 The appropriate administrator(s) will discuss the needs for the transfer or reassignment with the unit member. An affected unit member may file a written request for explanation within ten (10) work days. The site administrator will respond in writing within ten (10) work days. The unit member may appeal the decision in writing to the Superintendent within ten (10) work days. The Superintendent shall make a final decision.

11.5.8 A unit member who volunteers for reassignment or transfer to resolve a surplus or a staff issue shall have the same support as if involuntary reassigned or transferred.

11.5.9 A unit member returning from leave of absence to the district for the next year shall be considered for voluntary transfer on the same basis as other unit members.

11.5.9.1 A unit member who is on leave of absence due to unforeseen, involuntary conditions, shall engage in the interactive process to review facts and known information regarding the leave of absence. If, after review, it is determined that the leave of absence was due to conditions which otherwise would not be controlled by the unit member, the leave of absence would qualify as a leave of absence under the conditions of an involuntary transfer, with all rights and privledge afforded under the involuntary transfer article, 11.4 Involuntary Transfer/Reassignment.

11.5.9.2 The review process to verify a leave of absence as unforeseen shall be the following:

- Review committee shall consist of three EUTA members, three EUSD administrators and the Assistant Superintendent of Human Resources

- EUTA member seeking a verification shall present to the committee all relevant documentation including, but not limited to, physician notifications, official county/state/federal decrees, legal documents, witness statements and other forms of verification
- All documentation shall be presented to the committee no later than 30 days prior to the known leave and/or 30 days after the unforeseen leave of absence occurs
- The review committee shall meet within 30 days of receipt of documentation. Any additional information requested by the committee shall be done within 10 days of the review committee's meeting
- Final decision by the review committee shall be made within 15 days of receipt of all documentation and a final review committee meeting

11.5.9.3 Appeal of review committee decision shall be made to the Superintendent or designee within 30 days of the review committee decision.

11.5.10 If properly credentialed, a surplused unit member will be given the first priority (per 11.4.1) to return to his/her previous site if such a vacancy exists or occurs in the school year for which the new assignment is effective and for the following school year.

ARTICLE 12 EVALUATION

12.1 Intent

The District and Association recognize that a system of periodic evaluation is essential to assist teachers in developing competency as guided by the adopted California Standards for the Teaching Profession (CSTP). The information gathered through such a system will enable the District to make decisions related to each unit member's competence in a just and equitable manner.

12.2 Observation and Evaluation Frequency

12.2.1 Every temporary and probationary unit member shall be formally observed by the administration twice every year: one formal observation shall be completed no later than November 15th, with at least one subsequent formal observation to be completed by April 1st. At least 30 days prior to the last day of the school year, a conference shall take place with the administration to review the unit member's written evaluation.

12.2.2 Every permanent unit member shall be formally observed by the administration every other year or upon notification by the administration of subsequent observations by April 1st. At least thirty (30) days prior to the last day of the school year, a conference shall take place with the administration to review the unit member's written evaluation.

12.2.3 5-Year Evaluation Cycle – Permanent Unit Members who qualify as "Highly Qualified" have been employed with the District for at least 10 years and their previous five (5) evaluations have been satisfactory or above in all rated areas. During the 5th evaluation conference, members who meet these benchmarks may request as part of their evaluation document that they be placed in a 5-year evaluation cycle. The unit member's immediate supervisor shall notify the Assistant Superintendent of Human Resources of such changes.

12.2.4 In the fifth (5th) evaluation, the immediate supervisor shall either grant or deny such status change, with rational included. "Highly Qualified" status, if denied, will then be reconsidered in the following evaluation cycle.

12.2.5 If a permanent unit member transfers from one school to another within the district, either voluntarily or involuntarily, they will be formally evaluated in the first (1st) and third (3rd) years at the new school, unless their current site administrator also transfers to the same school. If these two (2) evaluations are satisfactory in

all areas, the unit member may be placed back on a 5-year evaluation cycle.

12.2.6 The District and unit member reserve the right at any time to engage in the evaluation process with the member is on a 5-year evaluation cycle.

12.2.7 A temporary, probationary or permanent unit member may be issued one (1) or more supplemental evaluations as a result of receiving an improvement plan following a regular evaluation.

12.2.7.1 If a unit member receives a rating of “unsatisfactory” in any one (1) of the thirty-eight (38) areas or a rating of “needs improvement” in any two (2) areas on the evaluation form, the evaluator shall provide written suggestions to assist the unit member in correcting any cited deficiencies. The evaluator’s role to assist the unit member shall include, but not be limited to, the following:

- Specific recommendations for improvement
- A plan of assistance to implement recommendations (examples of assistance include training, resources and peer assistance)
- Timelines to monitor progress

12.2.8 Unit members shall be provided access electronically to copies of the negotiated Evaluation of Teaching Performance form, based on the adopted CSTPs.

12.3 Evaluation Procedure

12.3.1 The unit member being evaluated and the evaluator shall meet no later than the eighth (8th) week of the school year in which the evaluation is to take place. During this conference, the following items will be discussed:

- Objectives and standards to be achieved during the evaluation
- Any areas in the previous evaluation that were listed as a recommendation
- A collaboratively developed schedule for observation
- The unit member shall have the right to identify any constraints which the unit member believes may inhibit her/his ability to meet the objectives, standards and performance criteria
- The parties may mutually agree to modify the objectives,

standards and/or criteria to take into consideration
identified constraints

12.3.2 The evaluator shall either hold a pre-observation conference with the unit member or request written information from the unit member in advance of the observation date to identify: the lesson plan; objectives of the unit or lesson; and other information as specified.

12.3.3 A post-observation conference shall be held between the evaluator and the unit member following an observation. At or prior to the post-observation conference, the evaluator shall provide written comments regarding the observation for the unit member to review. The comments may consist of informal notes.

12.3.4 Each evaluation shall be based on at least one (1) observation lasting thirty (30) minutes or one (1) full period, whichever is longer. Additional observations may take place if deemed necessary by the evaluator or unit member. No evaluation or formal observation will take place until the yearly planning conference takes place.

12.3.5 The District shall not place the Evaluation of Teaching Performance form in the unit member's personnel file until ten (10) days after it has been given to the unit member. The unit member may prepare a response and have it placed in the personnel file at the same time as the evaluation or later.

12.3.6 In lieu of evaluating with the California Standards for the Teaching Profession (CSTP), School Counselors will be evaluated with the California Association of School Counselors (CASC) standards, Speech and Language Pathologists will be evaluated using the American Speech and Language Hearing Profession (ASHA) standards, and School Nurses will be evaluated using the standards from the California School Nurses Organization (CSNO).

12.4 Year of Experience Credit for Unit Members On Salary Schedule Class V

12.4.1 This section applies only to unit members who are on salary steps in Class V (BA+75 or MA+30), "Eligible" means a unit member on one (1) of those steps.

12.4.2 Any eligible unit member who fails to meet standards on at least thirty-four (34) of the thirty–eight (38) standards on the final evaluation shall not be credited with a year of work experience for purposes of advancement on the salary schedule.

12.4.2.1 The initial written evaluation of the eligible unit member who might be denied a year of experience must be completed prior to April 1st. If the unit member does not meet the necessary rating thirty-four (34) of the thirty-eight (38) standards, there will be approximately ten (10) weeks of time before the end of the school year to improve deficient areas.

12.4.2.2 An eligible unit member who does not meet the necessary rating in the initial evaluation may request a follow-up evaluation to be conducted prior to the end of the school year by another administrator.

12.4.2.3 An eligible unit member who does not meet the standards in the follow- up evaluation shall not be credited with a year of work experience for that year.

12.4.2.4 An eligible unit member who is denied credit for a year of experience will again qualify for pay advancement the next year if the following year's evaluation meets the rating required in section 12.4.2. A permanent unit member denied salary credit will receive an evaluation the next year. Salary advancement the next year is contingent upon meeting the evaluation standard.

ARTICLE 13 HOURS AND ADJUNCT DUTIES

13.1 Work Day/Work Year

13.1.1 All unit members shall be available for duty at their assigned school at least one (1) hour beyond the regular school day. The hour shall include a minimum of twenty (20) minutes prior to class starting and a minimum of twenty (20) minutes after their assigned classes have ended on a regular school day. A request by a unit member to deviate from the one (1) hour requirement on a specific occasion may be granted at the discretion of the principal. The exceptions to this schedule will occur when there is a faculty meeting, committee meeting, parent conference, open house, back to school night or other duties the unit member needs to attend, either in the morning before or in the afternoon after the twenty (20) minutes, in order to fulfill professional obligations. Unit members shall work the length of a regular work day on adjusted, collaboration, and minimum student days. Unit members shall sign- in and sign-out daily at those schools where a sign-in system is implemented by the principal.

13.1.2 Each unit member is entitled to thirty (30) consecutive minutes of a duty free lunch period daily.

13.1.3 The work year for unit members shall be 184 work days, including:

- 180 instructional days
- 3 staff development days
- 1 day for District-wide and site staff meetings

The scheduling of work days shall be determined by the adopted District Calendar.

13.1.3.1 There shall be five (5) minimum days for parent-teacher conferences in the fall, and two (2) minimum days for parent-teacher conferences in the spring, and one (1) minimum day to be on the school site’s planned Open House date.

13.1.4 In the event of an emergency school closure or District closure, including but not limited to natural disaster, quarantine or government order, unit members will be required to make up the time or day(s) if the District cannot receive a waiver from the state to cover the financial impact of the time or day(s) lost. The Association and the District shall meet to mutually determine the scheduling of make-up days. If agreement cannot be reached within sixty (60) calendar days, the Board will determine the make-up day(s).

13.2 Junior High Work Load/Professional Obligations

13.2.1 Junior high school unit members shall have no more than five (5) periods of actual teaching and one (1) preparation period as defined by Section 13.8.1 per day except when a unit member is requested to substitute teach for an additional class period because of a situation beyond the principal's control. Unit members will be rotated in an equitable way for substituting. After a unit member has been requested to substitute on two (2) occasions during a school year, he/she shall be paid at an hourly rate equal to one-sixth (1/6) of her/her daily rate of pay for any further requests.

13.2.2 A junior high unit member may be scheduled to teach more than the normal assigned instructional hours or classes for an extended period only upon approval agreement by the unit member, and the principal and the Association. The unit member shall be paid at a pro rata hourly rate based upon his/her daily rate of pay. This paragraph shall also apply to a zero period outside the normal contract hours (in such case, Article 13.1.1 shall be modified to require arrival a minimum of ten (10) minutes prior to class starting, still requiring a total of at least one (1) hour beyond the regular school day).

13.2.3 All sections of this Article apply to junior high school unit members except where they are expressly excluded or more specific language is listed in Section 13.2.

13.2.4 Junior High Master Class Schedule

13.2.4.1 Each junior high principal will establish a master schedule committee or informal subcommittees including department chairpersons and teachers. Participation by teachers is voluntary and not paid. The committee will hold meetings or delegate assignments during the late spring and summer to recommend a master schedule which balances enrollment between classes of the same subjects for the next school year.

13.2.4.2 The master scheduling committee will use the following parameters to balance classes

- Student safety
- Number of work stations and/or equipment
- Consideration will be given to balancing EL, 504 and IEP students (unless clusters are in place)
- Unique needs of students and support for students

13.2.5 Supervision of Athletes Before Home Games

Junior High coaches are not required to supervise team players between the end of the school day and the pre-game meeting for home games. If a coach volunteers to provide supervision of the team, he/she shall be paid at the Hourly Extra Duty pay rate (see Section 17.11).

13.2.6 Parent Conferences

The principal of each junior high school shall collaborate with unit members and mutually agree upon the scheduling of parent conferences, which could result in a shift of the start and end times of the regular work day for that school site.

13.2.7 Junior High Graduation Field Trip Supervision

Each principal will utilize teacher and parent volunteers instead of assigning teachers.

13.2.8 New Parent Orientation Meeting (Spring Prior to 7th Grade)

The principal will seek teacher and unit member volunteers to support the principal in conducting the meeting.

13.3 Faculty Meetings

13.3.1 The District may schedule up to an average of two and one-half (2 1⁄2) hours per month for faculty meetings. Each faculty meeting shall start no later than the end of the contractual workday**.** A “faculty meeting” is a school meeting where all the unit members at a school are required to attend. Department, grade level or staff development meetings are not considered faculty meetings.

13.4 Non-Paid Adjunct Duties

13.4.1 A point system shall be used at each school site to equitably distribute non-compensated adjunct duties which do not require all-faculty participation, including District and site committees, among unit members. The point system will be implemented as described herein as long as the school stays within range of points for the Division.

13.4.2 Definitions

13.4.2.1 “Division” – The following grouping of grade levels: TK-3, 4-6 and 7-8. Each school shall be grouped within one (1) of these Divisions.

13.4.2.2 “Point” – A point conceptually represents approximately one (1) hour of participation by a unit member in a non-paid adjunct duty.

13.4.2.3 “Adjunct Duty” –A duty not directly related to instruction of children which has been identified by each school administrator/leadership team in coordination with the Division Committee as required to be performed by one or more unit members under a “point system” assignment method. Examples include: District committees, school committees, athletic supervision, chaperoning dances, etc.

13.4.3 Establishing Total Points

13.4.3.1 Each school within a Division shall have the following range of points per year to use for adjunct duties:

- TK-3 Division - 350-375
- 4-6 Division - 300-320
- 7-8 Division - 340-360

13.4.3.2 The range of points for each Division is based upon the level of teacher staffing at each school.

13.4.4 Allocating Points Consistently to Adjunct Duties

13.4.4.1 A meeting shall be held for each Division (e.g., grades 4-6) no later than April 15th, to standardize the point system between schools for the next school year. The committee shall consist of one (1) principal, one (1) District bargaining team member, one (1) EUTA bargaining team member and one (1) EUTA representative from each school. The parties shall discuss and decide similar points for similar duties within the Division unless a school can justify an exception. If a Division team cannot reach agreement within twenty (20) work days after the first meeting, the remaining issues shall be referred to the negotiations teams. If agreement cannot be reached by May 15th, the point system for the current year for that Division shall continue the next school year.

13.4.4.2 The District shall make reasonable effort to prioritize current District- wide committees and monitor the establishment of new District-wide committees, which involve participation by unit members. Participation

by unit members on substantial or continuing District-wide committees shall be considered in each Division's point system.

13.4.4.3 Any extra duty where a unit member receives a stipend or other additional pay shall be excluded from the point system.

13.4.5 Distribution of Adjunct Duties to Unit Members

13.4.5.1 Between May 15th and the end of the second week of student attendance of the new school year, each principal and school faculty will equitably distribute the adjunct duties which conform to the approved points.

13.4.5.2 Adjunct duties will be equitably distributed to each unit member at the site, including part-time and job shares on a pro rata basis.

13.4.5.3 Music, Special Education teachers, Speech & Language Pathologists and School Nurses shall not be required to participate.

13.4.5.4 When general education teachers are assigned to an "RSP Cluster Class," they shall receive a reduction in assigned points based upon a consistent formula within the Division (See13.4.4.1).

13.5 Non-Instructional Supervision

Bus duty and recess/break student supervision duties shall be determined collaboratively with the appropriate administrator and unit members at each school site, no later than three weeks after the beginning of the school year.

13.6 Duty Curfew

Unit members shall not be required to remain any later than 9:30 p.m. for evening events except for any scheduled overnight activities or in cases of emergency.

13.7 Recognition of Additional IEP/504/SST Responsibilities for Unit Members

13.7.1 IEPs: An "IEP meeting" is a meeting called by a parent or scheduled by the District pursuant to law where IEP forms are to be completed. IEP meetings are a function of Special Education (under IDEA) and shall be attended by both a special education service provider and a general education certificated representative.

13.7.2 504s: A "504 meeting" is a meeting called by a parent or scheduled by the District pursuant to law where 504 forms are to be completed. 504s (under ADA)

are a function of general education and shall be attended by a general education teacher. Additional certificated support staff may be invited to attend, as appropriate and determined by the 504 Coordinator.

13.7.3 SSTs: A SST (Student Study Team) meeting is a meeting called by a parent or school site staff and scheduled by the school site. All SST meetings are a function of general education and shall be necessarily attended by a general education teacher.

13.7.3.1 Special education staff are not required participants in initial SSTs. An appropriate special education staff member may be invited to subsequent SSTs if the site team determines their expertise is necessary.

13.7.4 [Note that this paragraph was formerly 13.7.2] Whenever unit members are required to attend more than two (2) IEP and/or 504 meetings of up to ninety (90) minutes each for the same child in a school year, the site administrator shall make every reasonable effort to schedule any subsequent IEP or 504 meeting during working hours and provide release time when necessary. The site administrator will consider the following supports: distribution of special needs students; grouping of meetings onto one (1) day and providing roving substitute(s); providing release time to compensate for lengthy after school meetings; and, at the junior high level, rotating the general education teacher attending the meeting to provide balance.

13.7.5 To assist with planning, organizing, and balancing the number of IEP meetings across each school site, the special education site staff and school site administrator(s) shall meet by the last day of September to create the Annual IEP Master Schedule. An electronic template with defined categories (including speech-only IEP's) will be used to distribute IEP meetings for unit members.

13.8 Preparation Time

13.8.1 All junior high school unit members who teach five (5) periods will be assigned a preparation period for the same length as a teaching period. Part-time unit members will be assigned a preparation period on a pro rata basis.

13.8.2 Classroom teachers in grades 4-6 shall be given seventy-five (75) minutes of prep time per week. The District reserves the right to manage the resources necessary to provide this prep time. (This time is currently provided through teams sharing supervision of P.E. and through the music program.)

For shortened weeks or shortened days (e.g., adjusted/minimum days,

assemblies, testing periods or other events causing a schedule change), the prep time schedule for teachers on the days affected will be reduced or eliminated based upon the schedule change. The principal may adjust staff assignments (e.g., supervision of P.E.) during the week before or after a shortened week or during other periods to lessen the impact of eliminated or reduced prep time. If the District faces significant budget issues, the Association and District agree that this item will be opened by mutual agreement and will not count as a reopener for either party.

13.8.3 Classroom teachers in grades TK-3 shall be *guaranteed* a total of no less than 60 minutes of prep time per week. Teachers can utilize additional prep per week by creating a plan utilizing support of grade level teachers. This plan shall be created by teachers and approved by their site administrator. This additional time shall be managed by the teacher in accordance with the approved plan. The district reserves the right to manage the resources necessary to provide the guaranteed prep time.

13.9 Collaboration Time

13.9.1 Unit members will be provided time for collaboration related to student achievement. This includes time devoted to Professional Learning Community discussions, site-level curriculum collaboration, continued professional development and site/grade-level agreed upon topics. Collaboration time includes opportunities for cross-division articulation.

13.9.2 Unit members will work with the appropriate administrator throughout the school year to mutually develop agendas, recognizing a balance between grade level and site/district goals.

13.10 Student Assessment and Progress Monitoring Time

13.10.1 Unit members teaching grades TK-3, including those teaching Special Education, will be provided an allowance of two and one-half (2½) release days for the purpose of on-site TK-3 student assessment and progress monitoring. In addition, TK-3 shall receive a total of 2 (two) minimum days (one each T1 and T2) for report card preparation.

13.10.2 Unit members teaching grades 4-8 shall be provided 1 (one) minimum day at the end of each grading period for report card preparation (an annual total of 3 (three) minimum days), with the last day being the final minimum day of the school year.

13.10.3 Unit members teaching as Special Education grades 4-8 shall be provided release days for progress monitoring and student assessment per trimester.

13.10.4 As new assessments needs are established, release time will be negotiated between EUSD and the Association.

13.11 Professional Development

13.11.1 Professional Development programs shall be developed based on the needs outlined in the Professional Development Plan created with input from the Curriculum and Instruction Committees. The Curriculum and Instruction Committees may consider scheduling one (1) professional development day prior to the beginning of the school year.

13.11.1.1 One professional development day will provide designated time for members to allocate towards collaboration and/or training opportunities

13.11.2 All Professional Development costs for programs which are provided within the boundaries of the District and during a unit member's normal work schedule will be provided for by the District.

13.11.3 Leave provisions apply to Professional Development Days with the exception of Personal Business Days as defined in Article 15, Section 15.5.5.

13.12 Calendar Advisory Committee

A Calendar Advisory Committee comprised of three (3) site administrators, three (3) Association members (one from each division TK-3, 4-6, and 7-8), the Assistant Superintendent of Human Resources, and the EUTA and EUCO (Eureka Union Classified Organization) Presidents/designee will have input into the development of the calendar. The Assistant Superintendent of Human Resources and the Association Presidents shall convene the committee by October 15th. The time line of this calendar committee will be as follows:

1. By December 15th

Provide calendar elements in written form to the Calendar Advisory Committee members to be shared with all unit members for the purpose of gathering feedback and develop draft recommendations for the calendar.

2. By January Board Meeting

The Assistant Superintendent of Human Resources and the Association Presidents would present the draft recommendations to the Board of Trustees for the purpose of gathering feedback and making necessary revisions.

3. By February Board Meeting

The Assistant Superintendent of Human Resources and the Association Presidents would present final recommendations to the Board of Trustees.

13.13 Pay for Assignments Requiring Travel

A unit member who is assigned to the 7th and 8th grade teaching level who must give up some of their preparation/student advisory time to travel between Cavitt Jr. High and Olympus Jr. High Schools on a daily basis to perform his/her assignments may elect to receive either one (1) day per month compensating time off for preparation work or be paid for one (1) day per month at the daily substitute rate in addition to regular pay irrespective of the actual time spent on travel.

13.14 Combination Classes

13.14.1 Whenever enrollment pattern, available facility space, and the District's financial resources permit, the District will make every effort to minimize the incidence of combination classes. By definition, a combo class is defined as two (2) grade levels within a self-contained general education classroom with one general education teacher implementing two (2) separate grade level standards.

13.14.2 Combination class size will conform to District and Education Code limits for regular classes. Every effort will be made to create Combination classes as equally balanced as possible.

13.14.3 Volunteer Unit Members shall be given the first consideration for selection. In the absence of a volunteer, a combination class teacher shall be selected by the site principal in consultation with grade level teams. Combination class teachers shall not teach a combination class for two (2) or more consecutive years without mutual agreement on the part of the Unit Member and site administrator. If a combination teacher cannot be selected using the above criteria, then Unit Members' affected grade levels rotate responsibility of combination classes on a yearly basis.

13.14.4 Unit members who teach combination class will receive the following supports:

1.To the extent possible, school schedules should align with the needs of combination classes (Ideas include: Recesses for combination classes should be combined when possible, math classes for the affected grade levels should occur at the same time of day, plans should be made so that combination students have the opportunity to participate in field trips and special activities at both grade levels). It is understood these options may or may not be possible given the schedule and staffing at a particular site.

2. A combination class teacher will be given priority with selection, and are only required to carry half of the adjunct duty/committee points at their site. A combination teacher may request to have more committee points.

3. A combination class teacher will be given priority to select their non- instructional supervision assignment.

4. A combination teacher will be granted for each trimester, one (1) substitute day to support the required planning for a combination class or receive 6.5 hours of hourly rate described on the extra duty salary schedule.

5. Unit members in corresponding grade levels may pull out combination- class students in order for the combination class Unit Member to appropriately rotate and implement multi-grade instruction.

13.15 Class Size

13.15.1 TK-3 = 26 cap (On the 27th student / $400 stipend /student/ trimester when enrolled for 10 instructional days), with a District desired goal of 24 per class.

13.15.2 4-6 = 32 cap (On the 33rd student / $400 stipend /student /trimester when enrolled for 10 instructional days), with a desired goal of 30 per class.

13.15.3 7-8=33 cap in Academic and enrichment classes (On the 34th

student, $80 stipend /student /trimester/section, when enrolled on class roster for 10 instructional days), with exceptions as listed below, with a District desired goal of 32 per class.

13.15.4 In Physical Education classes, a student cap of 47 (on the 48th student, a $80 stipend /student /trimester /section when enrolled for 10 instructional days), with a desired goal of 45 per class.

13.15.5 In Music classes, a student cap of 50 (on the 51st student, a $80 stipend /student /trimester /section when enrolled for 10 instructional days), with a desired goal of 48 per class.

13.15.6 The District will continue to take an active role to monitor inter-district and intra-district to ensure school site class sizes are balanced within the division.

ARTICLE 14 SAFETY

14.1 Safe Working Conditions

14.1.1 A unit member shall not be required to work in unsafe conditions or to perform work that endangers his/her health or safety.

14.1.2 Upon written notification, the District shall make all reasonable efforts to determine whether a condition is unsafe. If appropriate, the health department, fire marshal, OSHA or other public or private outside experts will be consulted in making the determination. If a condition is determined to be unsafe or hazardous, the District shall within a reasonable time correct or eliminate the condition. If only a certain unit member(s) is affected by the condition because of his/her health condition, the District reserves the right to relocate the unit member(s).

14.1.3 A Safety Committee, developed with a representative from each school site, district office, maintenance and operations, and other invited staff, will meet throughout the school year to review safety procedures, collaborate on trainings, be updated on new laws and regulations, review district protocols, provide ideas for professional development or trainings related to safety, and provide feedback to District staff.

14.2 Pupil Transportation

14.2.1 No unit member shall be required to transport pupils in private vehicles.

14.2.2 A unit member may request to transport pupils for valid school business reasons. The request must be approved in advance by the principal and the unit member must carry the minimum insurance requirements established by the District insurer.

14.3 Health Care Procedures

A unit member other than a school nurse shall not be requested to perform specialized health care procedures (e.g., diapering, dispensing medications) which are different than “normal duty” except where the unit member’s job description includes the specific duty and he/she has taken appropriate training. “Normal duty” means administering first aid in an emergency. The exception to the Article is that teachers may be expected to administer medication or perform other minor health care procedures on a field trip.

14.4 Identification Badges

In an effort to improve campus security and help identify District employees in an emergency situation, all school District employees will be required to wear Identification Badges.

ARTICLE 15 LEAVES

15.1 Leaves–Generally

15.1.1 A unit member shall not accrue credit for time worked while on an unpaid leave of absence for purposes of completion of a year of service.

15.1.2 A unit member on a paid leave of absence shall continue to receive wages, health and welfare benefits, salary schedule advancement credit and retirement credit in the same amounts as if he/she were not on leave.

15.1.3 Except for persons on Family Care and Medical Leave pursuant to section 15.3, a unit member who is granted an unpaid leave of absence during any calendar month shall receive health and welfare benefits for the balance of that calendar month. Thereafter, the unit member shall be allowed to continue benefits at his/her own expense.

15.1.4 Any unit member on a long-term leave of absence shall provide written notice of resignation effective at the end of the school year or request a leave for the next school year to the District by January 31st. He/she shall also complete the "Tentative Assignment Survey" form in a timely manner.

15.1.5 A unit member returning from leave of absence within the same school year shall be entitled to return to their former assignment. Thereafter, the unit member shall be entitled to an assignment for which he/she is credentialed and experienced. Reasonable consideration will be given to returning the unit member to a position of choice.

15.1.6 A unit member shall notify the principal or designee regarding all absences. Notice shall be provided as soon as possible, but no later than one (1) work day in advance prior to any known absence. Notice of an unexpected absence shall be provided no later than two (2) hours prior to the start of the work day except in the case of an emergency. Additional notice shall be provided for each day of continuing absence except for prior approved leaves of absence.

15.1.7 Within this Article, "day" or "duty day" means a day on which the affected unit member is normally scheduled to work. The definition of "work day" in section 3.5 also applies where that term is used.

15.1.8 Within this Article, a "registered domestic partner," as defined in Article 3, section 3.10, shall be covered wherever the word "spouse" is used.

15.2 Sick Leave

15.2.1 A unit member employed on a full-time basis shall be entitled to accumulate ten (10) days per school year of sick leave. The leave shall be available to the unit member from the first work day of each year. Sick leave may be used by the unit member for personal illness, injury, medical or dental appointment or quarantine. The Superintendent or designee may require verification from a licensed health care provider or other verification in cases where abuse is suspected. Sick leave pay may be withheld if a satisfactory verification is not received. Sick leave which is not used shall accumulate from year-to-year without limit.

15.2.2 A unit member who works less than full-time shall be entitled to accumulate and use sick leave at a rate that is in the same proportion to the full-time entitlement as his/her part-time employment bears to full-time employment.

15.2.3 A minimum of one-half (1/2) day of sick leave shall be deducted for any leave taken which is less than one-half (1/2) day.

15.2.4 A unit member who misses a portion of the beginning of the day but less than thirty (30) minutes of instructional time will be given one excused emergency leave per school year as determined by the principal. Subsequent days of lateness will result in one hour of salary deduction for each hour or portion thereof that a unit member is late or, if a unit member chooses, a deduction of one-half (1⁄2) day of sick/personal leave (if the unit member qualifies).

15.2.5 If the site administrator finds it necessary to secure coverage due to a unit member missing work, the unit member must use a minimum of one-half (1⁄2) day of leave time to cover the absence.

15.2.6 In addition to all sick leave entitlement a unit member may accumulate within the District, she/he shall also be entitled to all unused sick leave which may have been accumulated while employed in a position requiring certification qualifications in another California public school district.

15.2.7 The District shall provide each unit member with an accounting of the number of days of sick leave she/he has accumulated, plus the number of days to which the unit member is entitled for the current school year. The District shall provide an accounting of such days to unit members by November 1st of each school year.

15.2.8 Upon exhaustion of all accumulated sick leave, a unit member who is absent

because of illness or accident shall receive, for a period of up to five (5) school months, the difference between her/his pay and the amount actually paid to a substitute, or, if no substitute has been employed, the amount that would have been paid a substitute. At the end of the five (5) school month period, if the unit member is still unable to return to work, the unit member shall be placed on a twenty-four (24) month reemployment list if a probationary employee, or a thirty-nine (39) month reemployment list if a permanent employee. The leave available under this section shall be subject to the following conditions:

15.2.8.1 The unit member's absence due to illness or accident must be consecutive with the exhaustion of all accumulated leave; and

15.2.8.2 A unit member shall only be entitled to one five (5) school month period each school year; and

15.2.8.3 A unit member shall be entitled to not more than one five (5) school month period for the same illness or accident as determined by the doctor. The unit member may take the balance of the five (5) school month period for the same illness or accident in a subsequent school year.

15.2.9 A unit member returning from an extended sick leave or industrial injury leave may be required to submit to an independent medical examination by a physician selected by the District to evaluate his/her capacity to perform the work of his/her assigned position. This requirement shall apply whenever the District provides written notice of its belief that the unit member may not be able to perform his/her normal work duties due to illness or injury. The District shall bear all expenses of the exam. The unit member may also supply his/her own medical evaluations to the District for consideration.

15.2.10 Pregnancy Disability Leave

15.2.10.1 A unit member may use sick leave as set forth in this Article for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth, and recovery there from. The length of such sick leave, including the date on which the leave is to begin and the date on which the duties are to be resumed, shall be determined by the unit member and her physician; however, the District may require verification of such information from the physician. The unit member shall provide as much advance notice of the leave request as the physician gives.

15.2.10.2 At the end of pregnancy disability leave, a unit member may

request up to an additional (12) twelve weeks of unpaid leave of Family Care and Medical Leave.

15.3 Family Care and Medical Leave

15.3.1 The District shall provide a unit member, upon request, with Family Care and Medical Leave (hereafter Family Care Leave) in accordance with law. (Government Code § 12945.2)

15.3.2 Unpaid Leave

15.3.2.1 Family Care Leave shall be unpaid. Such leave shall run concurrently with any paid leave the unit member may be eligible for (e.g., sick leave, personal necessity leave) except pregnancy disability leave (see section 15.2.8.1.). A unit member who requests unpaid Family Care Leave shall use all paid leave that is relevant to the purpose of the absence (e.g., sick leave, extended illness leave or personal necessity leave) until such leave is exhausted during the otherwise unpaid leave period.

15.3.2.2 Family Care Leave shall entitle the unit member to continued accrual of any employee benefit programs (other than health insurance) to the same extent and under the same conditions as would apply to any other unpaid leave granted by the District.

15.3.2.3 During Family Care Leave, the District shall maintain and pay for the unit member's health benefit coverage at the same level and under the same conditions as coverage that would have been provided if the unit member had been continuously employed during the leave period. The District may recover the cost of health benefit coverage if the unit member fails to return after leave for reasons other than continuation, reoccurrence, or onset of a serious health condition, or other circumstances beyond the unit member's control.

15.3.3 Eligibility

15.3.3.1 Any unit member who has been employed for at least twelve (12) months and who has been in a paid status for at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave is eligible for Family Care Leave.

15.3.3.2 Family Care Leave may be used for any of the following purposes: (1) the birth of a child or care of a newborn of a unit member; (2) the

adoption or foster care placement of a child with a unit member; (3) leave to care for a unit member's child, parent or spouse who has a serious health condition; or (4) a serious health condition of the unit member that makes the unit member unable to perform the essential functions of her/his position. "Serious health condition" and other eligibility criteria are defined by law.

15.3.4 Duration

15.3.4.1 A maximum of up to twelve (12) weeks leave may be granted during any consecutive twelve (12) month period preceding and including the period of requested leave. A "rolling" twelve (12) month period shall be used consistent with relevant law. The period of leave shall commence with the first day of absence.

15.3.4.2 Leave under this Article may be taken intermittently or on a reduced work schedule only to care for the serious health condition of a child, parent or spouse of the unit member when medically necessary as determined by the health care provider of the person with the serious health condition. If the unit member takes leave on an intermittent or reduced work schedule, only the amount of leave actually taken may be counted toward the twelve (12) weeks of leave. During the period of leave, the District may temporarily transfer the unit member to another assignment with equal pay which better accommodates the unit member's leave schedule and District operations.

15.3.4.3 Leave taken for the birth, adoption or foster placement of a child does not have to be continuous, but must be completed within one (1) year of the birth, adoption or placement. The minimum duration of such leave is two (2) weeks, except the District shall grant two (2) requests for leave of less than two (2) weeks.

15.3.5 Return to Work

15.3.5.1 A unit member returning from Family Care Leave shall be reinstated to the same or comparable position as held by the unit member at the commencement of the leave.

15.3.5.2 A unit member who while on leave under this Article gives notice of resignation or retirement shall be deemed to have resigned or retired, as appropriate, on the next work day following expiration of the leave.

15.3.6 Procedures

15.3.6.1 If the event necessitating Family Care Leave is foreseeable, the unit member shall provide at least thirty (30) calendar days' advance notice before leave is to begin. If thirty (30) calendar days' advance notice is not practicable, such as due to a medical emergency, notice shall be given as soon as possible.

15.3.6.2 Notice of leave taken pursuant to this Article shall include: the anticipated date of the start of the leave; the anticipated pattern of leave use if the unit member will not be absent continuously; whether the unit member will substitute other paid leave for leave under this Article and, if so, how much paid leave; and the anticipated date of return to continuous active service, if known to the unit member. The District shall respond to a leave request no later than ten (10) calendar days after receiving the request. Once given, approval shall be deemed retroactive to the date leave was requested to begin.

15.3.6.3 Medical certifications from the health care provider of the individual requiring care shall be provided for any Family Care Leave including personal medical leave. The medical certification need not identify the serious health condition involved but shall contain: (1) the date the condition commenced, if known; (2) the probable duration of the condition; (3) a statement that the condition warrants participation of the unit member to provide care; and (4) an estimate of the time which the unit member needs to provide care. Recertification shall be required if additional leave is requested after expiration of the leave period originally estimated. If the District has reason to doubt the validity of the medical certification provided, the District may require, at its own expense, that the unit member obtain the opinion of a second health care provider selected by the District. If the second opinion differs from the original certification, the District may require the opinion of a third health care provider.

15.3.7 Consistent with Law

Leaves under this section shall be supplemented by provisions of federal law (29 U.S.C. §§ 2601, et. seq.) and state law (Government Code §§ 12945.1, et. seq.) and implemented consistent with those laws.

15.4 Catastrophic Leave Bank

15.4.1 General Terms

15.4.1.1 Days in the Catastrophic Leave Bank shall accumulate from year-to-year.

15.4.1.2 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.

15.4.1.3 Catastrophic illness or injury is defined to mean an illness or injury that is expected to incapacitate an employee or a member of an employee's immediate family (see 3.6 in Article 3) for an extended period of time, which incapacity required the employee to take time off from work to care for that family member for an extended period of time, and taking extended time off work creates a financial hardship for the employee because they must exhaust all of their sick leave.

15.4.2 Eligibility and Contributions

15.4.2.1 All unit members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank.

15.4.2.2 Participation is voluntary, but requires contribution to the Bank. Only contributors during the most recent contribution or open enrollment period will be permitted to withdraw from the Bank.

15.4.2.3 The contribution, on the appropriate form, shall be authorized by the unit member and continued from year-to-year until canceled by the unit member.

15.4.2.4 Cancellation occurs automatically whenever a unit member fails to make her/his annual contribution or assessment. Cancellation, on the proper form, may be effected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of the cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member effects cancellation.

15.4.2.5 Contributions by unit members shall be made between September 1st and October 1st of each school year. Unit members returning from extended leave which included the enrollment period and new hires will be

permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new unit members and those unit members returning from leave.

15.4.2.6 The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code section 44043.5.

15.4.2.7 A unit member who does not contribute to the Bank during the fall enrollment period shall not be eligible to contribute to or withdraw from the Bank during that school year.

15.4.3 Leave Bank Balances

15.4.3.1 If the number of days accumulated in the Bank on September 1st exceeds seventy-five (75), no contribution shall be required of returning unit members who are already members of the Bank. New unit members, current unit members joining the Bank for the first time, and those returning from leave who wish to participate, shall be required to contribute one (1) workday to the Bank.

15.4.3.2 If the number of accumulated days in the Bank at any time is less than forty (40), one (1) additional day of contribution shall be required of all participants. Participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw. If a unit member participant has no remaining sick leave at the time of the assessment, she/he need not contribute to remain a member of the Bank.

15.4.3.3 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.

15.4.4 Withdrawal from The Bank

15.4.4.1 The first ten (10) days of illness or disability must be covered by the unit member's own sick leave, differential leave, or leave without pay the first time said unit member qualifies for a withdrawal draw from the Bank.

15.4.4.2 If a unit member is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the unit member's

family.

15.4.4.3 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than twenty (20) duty days per school year. Under special circumstances, a unit member may make a request to the Committee for additional days beyond the twenty (20) days.

15.4.4.4 A unit member applying to withdraw or extend his/her withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. (See section15.4.5.7.)

15.4.4.5 Leave from the Bank may not be used for illness or disability which qualifies the unit member for workers' compensation benefits unless the unit member has exhausted all workers' compensation leave and her/his own sick leave.

15.4.4.6 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the unit member in writing of the reason for the denial.

15.4.4.7 Any withdrawal shall become effective immediately upon the exhaustion of the unit member's sick leave or following ten (10) duty days after the commencement of illness or disability if the unit member has no sick leave. Examples: If the unit member had fifteen (15) days of sick leave at the beginning of the illness, she/he shall begin withdrawing days from the Bank on the sixteenth (16th) duty day. If the unit member had five (5) days of sick leave at the beginning of the illness, she/he shall begin withdrawing days from the Bank on the eleventh (11th) duty day.

15.4.5 Administration of The Bank

15.4.5.1 The Catastrophic Leave Bank (CLB) shall be administered by a joint Committee comprised of three (3) members appointed by the Association and three (3) members appointed by the District.

15.4.5.2 The Committee shall have the responsibility of receiving withdrawal requests; verifying the validity of requests; approving or denying the requests; and communicating its decisions in writing to the unit member

participants, to the Association and to the District.

15.4.5.3 The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this policy.

15.4.5.4 Applications shall be reviewed and decisions of the committee reported to the applicant, in writing, within thirty (30) calendar days of receipt of the application.

15.4.5.5 The District shall have the responsibility of maintaining the records of the Catastrophic Leave Bank. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.

15.4.5.6 By November 1st of each school year, the District shall notify the Committee of the following:

- The total number of accumulated days in the Bank on June 30th of the previous school year.
- The number of days contributed by unit members for the current year.
- The names of participating unit members.
- The total number of days available in the Bank.

15.4.5.7 A unit member applying to withdraw from the CLB will be required to provide a medical doctor's statement clearly indicating the nature of the illness or injury and the probable length of absence from work. If the Committee does not feel it has sufficient medical information, it will request additional data be presented by the medical providers. Lack of adequate information will lead to a denial of the request.

15.4.5.8 When the Committee may reasonably presume that the applicant for a draw may be eligible for a Disability Award or a Retirement under STRS or, if applicable, Social Security, the Committee may request that the unit member apply for disability or retirement. Failure of the unit member to submit a complete application, including medical information provided by the unit member's physician, within twenty (20) calendar days of the request shall disqualify the unit member for further withdrawals. Any requests for additional medical information from STRS or Social Security shall be submitted by the unit member within ten (10) calendar days or the unit

member's entitlement to Catastrophic Leave Bank payments will cease. If denied benefits by STRS or Social Security, the applicant must appeal or entitlement to the Bank shall cease.

15.4.5.9 The CLB Committee shall operate under the guidelines of "reasonable people" philosophy. The decisions of this Committee will be based on the medical information provided. The data provided by a properly licensed medical doctor will be considered to be accurate and unbiased.

15.4.5.10 The CLB Committee has the responsibility to make sure any day(s) withdrawn from the CLB by a unit member are clearly covered by medical evidence and the timeline provided by the medical doctor.

15.4.5.11 The Committee shall keep all information it receives confidential unless the unit member puts in writing the desire to appeal the Committee's decision. Upon receiving the written appeal, the Committee shall provide all information it considered to the District Superintendent who is the first level appeals officer.

15.4.5.12 The District Superintendent has thirty (30) calendar days to review the appeal upon receipt and render a decision. The unit member and members of the CLB Committee will be notified in writing of the decision.

15.4.5.13 If the unit member is not satisfied with the decision of the Superintendent, he/she may present an appeal in writing to the Board of Trustees. The Board of Trustees has forty (40) calendar days to review the written appeal and render a decision which is final. The Secretary of the Board will notify in writing the unit member and the members of the Committee the status of the appeal.

15.4.5.14 Any decisions of the Committee must be completed for a fiscal year before the end of that fiscal year which is June 30th. Any appeal must be filed within ten (10) calendar days of the end of the fiscal year (June 30th). Any Bank days utilized are to be assigned to the fiscal year when they were utilized.

15.5 Personal Necessity Leave

15.5.1 A unit member may use up to seven (7) days total per year of sick leave for the purpose of Personal Necessity leave as provided in this section.

15.5.2 Personal Necessity leave may be used for:

15.5.2.1 The death or illness of a member of a unit member's immediate family (implements Labor Code section 233);

15.5.2.2 An accident involving a unit member's personal property, or an accident involving the person or property of a member of her/his immediate family;

15.5.2.3 The time when a unit member becomes a natural or adoptive parent.

15.5.3 Personal Necessity leave may also be used for situations which compel the unit member to attend a serious matter during the work day, because the matter can neither be accomplished at any other time nor reasonably disregarded. Leave for this purpose is justified if a reasonable person would agree that the unit member was compelled to be absent for personal business, immediate family illness or other immediate family reasons which could not be addressed outside work time.

15.5.3.1 Absence for vacation, recreation, concerted activities (e.g., engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign meeting), work stoppage, seeking employment, shopping, traveling, personal monetary gain is not considered personal necessity leave. Other similar absence which is not of an urgent nature and can be accomplished at other than work time does not qualify.

15.5.4 Upon request by a unit member, the Board may, at its discretion, determine good cause exists to authorize the unit member to use a specified amount of accrued sick leave for those personal necessity reasons listed in section 15.5.2 after he/she has used all available days of Personal Necessity leave for those reasons.

15.5.5 Each school year, a permanent unit member who has worked less than 5 years in the district may use two (2) days of Personal Necessity leave for unspecified reasons. These days shall be called Personal Business Days (no tell).

15.5.5.1 Each school year, a permanent unit member who has worked 5 or more years in the district may use five (5) days of Personal Necessity leave for unspecified reasons. These days shall be called Personal Business Days (no tell). A maximum of five (5) days will be allocated each school year, with no carry over from the previous years.

15.5.5.2 A unit member may not take more than three (3) consecutive Personal Business Days (No Tell) during one absence.

15.5.5.2.1 Any permanent unit member with less than the five (5) years of service who, at the completion of the 2016-2017 school year, has banked Personal Business (no tell) days can roll no more than three (3) of those days over into the 2017-2018 school year.

15.5.5.3 Personal Business Days shall not be taken on days before or after holidays or vacations, or for concerted activities (e.g., engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign meeting), or work stoppage or personal monetary gain.

15.5.6 Each school year, a unit member may use one (1) day of Personal Necessity leave for participation in a school or college activity of their child. (See 15.5.5 above if an additional day(s) is needed by a permanent unit member for this purpose.)

15.5.7 A unit member using personal necessity leave shall provide advance notice in accordance with the general requirements for absences (section 15.1.5). A unit member using a personal day shall comply with the notice requirements of section 15.1.5, but may follow the requirements for unexpected absences if the absence was not planned in advance.

15.5.8 Following the absence, the unit member shall submit a completed absence form to the principal or immediate supervisor within three (3) work days after return to duty.

15.5.9 The District reserves the right to seek verification of any absence(s) attributed to personal necessity leave when abuse is suspected and to enforce any misuse of leave under this section.

15.6 Bereavement Leave

A unit member shall be granted leave of absence for the death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article. This leave shall be for three (3) days, or five (5) days if travel of more than 300 miles one-way is required. Such days need not be taken in consecutive order.

15.7 Jury Duty/Witness Leave

15.7.1 A unit member shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror.

15.7.2 Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the District so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of, nor less than, her/his regular pay.

15.8 Industrial Accident and Illness Leave

15.8.1 A unit member shall be entitled to industrial accident or illness leave in accordance with the provisions of this Article immediately upon employment with the District.

15.8.1.1 A unit member shall be entitled to up to sixty (60) work days in any one (1) fiscal year for any one (1) industrial accident or illness. Allowable leave shall not accumulate from year-to-year.

15.8.1.2 Leave shall commence on the first day of absence. While a workers' compensation claim is being processed, the District may deduct days of absence from other leaves including sick leave. When the cause of the leave has been verified as industrial accident or illness, the District shall recalculate leave balances to account for eligibility for this leave.

15.8.1.3 Payment for wages lost on any day shall not, when added to an award granted the unit member under the workers' compensation laws, exceed the unit member's normal wage for the day. Industrial accident or illness leave shall be reduced one (1) day for each day of authorized absence regardless of the compensation award made under workmen's compensation laws.

15.8.1.4 When industrial accident or illness leave will overlap into the next fiscal year, the unit member shall be entitled to only that amount of leave days remaining at the end of the fiscal year in which the accident or illness occurred.

15.8.1.5 Industrial accident or illness leave shall be used in lieu of sick leave. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave shall be used.

15.9 Personal Leave Without Pay

The Board may grant a request by a unit member for an unpaid leave of absence for reasons of health or hardship. The unit member shall furnish the District, upon request, a physician's verification of her/his need for such health leave or other

verification of need as relevant. A leave may be granted for up to one (1) school year. The District may require that unit member's request to return from health leave shall be accompanied by a physician's statement verifying fitness to return to work.

15.10 45 Minute Early Out

Unit members may leave school for medical or dental appointments a maximum of three (3) times in any school year for a period of no more than forty-five (45) minutes at the end of student contact time each day for medical or dental appointments that could not be scheduled after the end of the regular school day. The unit member will make his/her own arrangements to have his/her assignment covered. The site administrator must agree with the method by which the assignment is covered. Members will not be required to use any portion of their sick leave in these instances. Arrangements for this leave must be made as far in advance as possible with the site administrator's approval.

ARTICLE 16 HEALTH AND WELFARE BENEFITS

16.1 Eligibility

A full-time unit member is eligible for the maximum District contribution toward group insurance plans. A unit member who works fifty percent (50%) or more is eligible for a pro rata District contribution as the position relates to the percentage of a full-time position.

16.2 Insurance Program

16.2.1 The District offers group medical plans, dental plans, vision plans and life insurance through Schools Insurance Group (SIG). Participation by the District and/or any unit member in any particular insurance program is subject to the rules of the insurer or plan administrator. The District shall notify the Association of changes in such rules which impact unit members and the parties will negotiate over the impact of such changes as necessary.

16.2.2 Effective 2003-04, the insurer or plan administrator has applied “tiered” premium rates to medical programs. The tiered coverages are: employee only, employee plus children, employee plus spouse and employee plus spouse plus family. Dental plans also have tiered rates. “Composite” rates (a combined rate) apply for vision insurance.

16.2.3 At the time of employment or during the open enrollment period each school year, an eligible unit member who participates in the program must elect a medical insurance plan and a tiered coverage and group life insurance. Dental insurance and vision insurance coverage are optional.

16.3 District Contribution/Employee Costs

16.3.1 The maximum District contribution for health and welfare benefits is negotiated and reflected on the certificated salary schedule.

16.3.2 Each unit member shall pay any difference between the total monthly cost for benefits selected and the maximum monthly District contribution. Unit members shall be required to complete a payroll deduction authorization form for the cost of health and welfare benefits above the District contribution under the above benefit plans and any additional dental coverage the unit member elects to purchase.

16.4 District Contribution Exceeds Cost of Premiums

16.4.1 Effective July 1, 2003, each full-time unit member who elects an employee-only medical insurance plan (including life insurance) which costs less than the maximum monthly District contribution may use any savings to: (1) purchase additional dental insurance, or (2) contribute to a Health Savings Account, if eligible.

16.4.2 A minimum savings of $25 per month shall be required to participate. Deposits into a health savings account shall be in $5 increments.

16.4.3 The District may charge a 5% administrative fee on each monthly deposit.

16.5 Waiver of Employee Participation

16.5.1 At the time of employment or during an annual open enrollment period, a unit member may elect to “opt out” of insurance coverage by completing a waiver form.

16.6 Internal Revenue Code (IRC) Section 125 Plan

16.6.1 The District maintains an IRC 125 Plan for voluntary participation by unit members. Unit members may authorize pre-tax payments for costs of health insurance over the maximum District contribution, out-of-pocket health and welfare benefit expenses, and/or child care expenses by payroll deduction subject to the specific requirements of the Plan.

ARTICLE 17 SALARIES AND SALARY ACCOUNTABILITY

17.1 Salary Schedules

The Salary Schedules for unit members and for Resource Teachers are attached as Appendix I.

17.2 Part-Time Salary

A unit member who serves less than the required number of work days set forth in this Agreement shall receive a salary which is not less than that which bears the same ratio to the established annual salary as determined by his/her salary position as the number of days he/she serves bears to the number of working days required by this Agreement. This section does not apply to unit members on shared contracts. Notwithstanding the above, a unit member who serves for one (1) full semester shall receive not less than one-half (1⁄2) the annual salary applicable to his/her column and step.

17.3 Salary Payments

17.3.1 Annual salaries shall be paid in regular paychecks as follows:

17.3.1.1 Unit members who were hired before July 1, 1999 shall be paid in twelve (12) equal paychecks each work year commencing in July.

17.3.1.2 Effective July 1, 2004, unit members hired on or after July 1, 1999, shall receive eleven (11) equal paychecks each work year commencing in September (September-June). A portion of the annual salary to be determined by the unit member with the district office business staff may be payroll deducted from each paycheck and deposited in an approved bank/credit union on behalf of the unit member.

17.3.1.3 Unit members shall be paid on the last working day of the appropriate month. The exception is the month of December when the check is paid on the first working day of January.

17.3.2 Pay for Extra Services: Payments for services in addition to the unit member’s regular assignments shall be made not later than the tenth (10th) day of the month following the payroll period in which the service was performed.

17.3.3 Salary Payments: Employees shall have the option of having an amount specified by the employee withheld and deposited at the institution of their choice

for withholding purposes by the Placer County Office of Education. The list is available in the District Office.

17.4 Salary Schedule Placement Upon Hiring

17.4.1 Credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) increment (step) for one (1) year of service up to a maximum of nine (9) increments. Private school (of 200 students or greater) experience for step increment on the salary schedule shall be accepted, providing the private school was state accredited and the unit member in question held a valid credential at the time of the teaching experience. Years of experience, more than 15 years old, will not count towards placement on the salary schedule.

17.4.2 All credits awarded from an accredited college or university in education or the unit member's teaching major/minor, after the date of his/her BA/BS degree, will count toward initial placement on the salary schedule.

17.4.3 A unit member who resigns from the District and is subsequently reemployed shall be granted full experience credited earned while employed in the District and any prior credited experience.

17.4.4 A unit member whose initial District employment was in programs conducted under contract with public or private agencies or other categorically-funded projects, and then was subsequently employed as a probationary unit member with no break in service, shall be credited with the time served in the specifically-funded program for salary schedule placement and advancement purposes.

17.5 Credit for Year of Experience for Salary Schedule Step Advancement

17.5.1 A unit member must have been employed under contract and have worked and/or been on an approved paid leave of absence for at least 75% of the days of the work year for a full-time certificated employee in the same position to earn credit for one (1) year of experience for salary schedule purposes.

17.5.2 A unit member who works less than 75% of the days of a full time unit member shall receive credit for the portion of the year worked. Partial years will be totaled and when a member reaches an accumulative total of one full time year (100%), they will be advanced one-year experience on the salary schedule at the beginning of the next contract period. Unit members who work a 50% contract will receive 1⁄2 step per year.

17.5.3 Any permanent unit member who fails to receive a satisfactory or better rating on nineteen (19) or more of the twenty-six (26) subcategories on the evaluation form on the special evaluation, shall not be credited with a year of work experience for purposes of advancement on the salary schedule.

17.6 Course Credit for Salary Column Placement and Column Movement

17.6.1 Course credit for salary column placement and movement between columns on the salary schedule must be approved by the Assistant Superintendent of Human Resources. Credit shall be given for post-graduate, upper division or graduate course work taken at four- year colleges, universities, or graduate schools which are accredited by a regional accrediting commission or other programs approved by the District which are determined to correlate to the unit member's professional growth. Undergraduate work taken after the bachelor's degree shall be accepted on the salary schedule only if it is directly related to the unit member's assignment and not a repetition of prior courses.

17.6.2 Units of approved study for professional growth and staff development may also be counted for salary placement and column movement on the salary schedule. Semester hours (units) as defined by the particular accredited college or university will be the number utilized for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3). Workshops or seminars not offered by a college or university may be approved by the District for advancement on the salary schedule. All units for workshops, seminars, conferences, etc., must be approved by the Assistant Superintendent of Human Resources. All study used for salary advancement must have a definite relationship to the unit member's professional growth and shall clearly relate to improved performance in the classroom. Actual engaged attendance of fifteen (15) hours equals one (1) semester unit.

17.6.3 Unit members requesting advancement from one (1) column to another on the salary schedule must file such requests with the Assistant Superintendent of Human Resources no later than February 1st of each year. If supporting records or transcripts verifying credits or units of study that are to apply toward such advancement are filed with the Assistant Superintendent of Human Resources no later than September 7th, the column advancement will become effective for the school year retroactive to July 1st. If necessary, a retroactive check will be issued for July and August pay periods. For verifications received after September 7th, the column advancement will be deferred until the subsequent school year.

17.6.4 Credit for Courses Taken During/Outside Duty Hours

Once a course/class has been pre-approved by the Assistant Superintendent of Human Resources to be taken for credit for salary advancement, the District will grant full unit credit or partial unit credit, as determined by the Assistant Superintendent of Human Resources, following completion of the course according to the following schedule:

17.6.4.1 Courses which are taken outside the unit member's duty hours and at minimal or no cost to the District shall receive full credit (3 units = 3 units toward column advancement).

17.6.4.2 Courses which are taken outside the unit member's duty hours and where registration is paid by the District shall receive two-thirds (2/3) credit (3 units taken = 2 units toward column advancement).

17.6.4.3 Courses taken during the unit member's duty hours and at his/her own expense shall receive one-third (1/3) credit (3 units taken = 1unit toward column advancement).

17.6.4.4 Courses taken during the unit member's duty hours and course registration is paid by the District shall receive one-fourth (1⁄4) credit if the unit member pays additional fees and/or completes required additional activities that are a benefit to the classroom, grade level or District as part of receiving the unit credit (3units received = .75units toward column advancement).

17.6.4.5 Courses taken during the unit member's duty hours and the District pays all course expenses shall result in no credit for column advancement where the unit member receives units without performing any additional requirements.

17.7 Payroll Errors

17.7.1 Any salary or benefit payment error resulting in an underpayment to a unit member and made within the three (3) years preceding the claim and confirmed by the District shall be repaid in full without interest within thirty (30) calendar days.

17.7.2 Any salary or benefit payment error resulting in an overpayment to a unit member will, after meeting with the unit member and verifying the overpayment, be corrected by the District through deduction of the overpayment without interest from the next paycheck (after discovery of the overpayment). If the amount to be

repaid exceeds $200, the parties will work out an arrangement for installment payments. If no arrangement is agreed upon, the District may deduct a maximum of ten percent (10%) of the debt from any monthly payment without interest. If the unit member should resign, retire or her/his employment be terminated in any way, the full amount of the overpayment shall be due and deducted from the final warrant.

17.8 Unit Member's Expenses

Reimbursable expenses for unit members is covered by Board Policy 4133 and Administrative Regulation 4133.0.1.

17.9 Extra Duty Stipends

The Extra Duty Stipend Schedule, the Stipend Description Chart and related documents are attached as Appendix II.

17.10 Hourly Extra Duty Pay

Refer to the Extra Duty Salary Schedule in Appendix II

ARTICLE 18 RETIREMENT

18.1 Reduced Services Prior to Retirement Program

18.1.1 A unit member at his/her own option and subject to District approval may elect to reduce workload from full-time to part-time duties and receive full credit toward retirement. Reduced services employment shall be as follows:

18.1.1.1 Reduced services shall be equivalent to one-half (1⁄2) the number of days of service required by the unit member's contract of employment during her/his final year of service in a full-time position.

18.1.1.2 The maximum period of reduced services employment shall not exceed five (5) years.

18.1.1.3 Assignments under this reduced services employment plan shall be made from year-to-year, and shall be in the best interest of the District as determined by the District.

18.1.2 A unit member must have reached the age of 55 years prior to reduced services employment. The unit member must have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment without a break in service.

18.1.3 A unit member shall be paid a salary which is one-half (1⁄2) of the salary that would have been earned had the unit member not elected to exercise the option of reduced services employment. The unit member's State Teachers Retirement System (STRS) contribution paid by both the District and the unit member shall be the same as if the unit member taught full-time.

18.1.4 The District shall provide a participating unit member with health and welfare benefits as though he/she was a full-time employee.

18.1.5 A unit member shall file an application for reduced services employment with the Personnel Office by February 1st for the following school year. Determination of acceptance shall occur on or before April 1st.

18.1.6 The option of reduced services employment must be exercised at the request of the unit member. A reduced services unit member may be returned to full-time employment only with the mutual consent of the unit member and the District. At the end of the maximum five (5) year reduced services period, the employee shall submit a resignation. Resignation may occur before the end of the

maximum reduced services period. A reduced services employment plan of less than five (5) years may be developed that is terminated by resignation.

18.2 Retiree Optional Participation in Group Health Benefits

A retired unit member who was eligible for health benefits at retirement (section 16.1) shall have the option of continued enrollment in a District group health benefit plan subject to carrier requirements. The retiree shall pay all premiums and fees as directed by the District.

18.3 Retiree Consultant Program

18.3.1 An eligible unit member who retires from District service may elect to work as a consultant for the District under the following program:

18.3.1.1 The unit member shall have resigned from the District and retired under the STRS as of September 1st of the school year for which the application is made.

18.3.1.2 The unit member must have a minimum of ten (10) years of full-time certificated service in the District immediately preceding retirement.

18.3.1.3 The maximum period of this program for any individual retiree shall not exceed five (5) years.

18.3.1.4 The retired unit member may enter into a District-approved consulting services agreement to work at least the number of days necessary for the unit member to earn the value of the current Health and Welfare cap towards the cost of employee-only health benefits, except as otherwise approved by the Board of Trustees.

18.3.1.5 The rate of pay for consulting services shall be the daily rate of the unit member at the time he/she retired from District service. After the Health and Welfare cap has been earned, the retiree may work up to 50 additional days at 175% of the day/half day substitute rate.

18.3.1.5.1 If a unit member elects not to participate in consulting services in exchange for employee-only health benefits, the unit member may work up to 50 days and shall be paid 175% of the day/half day substitute rate.

18.3.1.6 The District shall make the final determination as to the work to be

performed by the consultant. Possible assignments include, but are not limited to: substitute teaching, curriculum projects, development of instructional materials, tutoring and home teaching, project writing, staff development activities, and/or administrative services.

18.3.1.7 No more than a total of five percent (5%) of the total number of certificated employees shall enter this program in any one (1) year. The number of years of experience with the District, the total number of years in education, and chronological age shall be the factors for determining which unit members shall be accepted into this program.

ARTICLE 19 PART TIME CONTRACT/JOB SHARING

19.1 Part Time Teachers

19.1.1 A part-time teacher means a unit member employed to work or requesting to reduce from full-time to less than 100% of a teaching assignment (excluding job share).

19.2 Requirements

19.2.1 A current member requesting to work less than 100% shall apply no later than February 5th.

19.2.2 The applicant shall meet with the principal to discuss the specifics of the part-time assignment. The application must be considered and approved by the principal, the Superintendent and the Board to become effective. Consideration shall be based upon the benefit to District operations, the education program and the affected employee.

19.2.3 The unit member is responsible for attending pre-school day, first two (2) days of the school year, staff development days, department planning days, Back-to-School and Open House.

19.2.4 The unit member is responsible for attending an equal percentage of the conference schedule compared to the percent of their contract.

19.2.5 The unit member is required to attend special functions related to their department or grade level that may be beyond their normal work day.

19.2.6 The unit member is required to attend faculty meetings or make-up meetings based on discussion with principal and share a percentage of faculty duties for committees and supervision proportional to the percentage of the contract worked.

19.2.7 Prep and reporting time will be proportional to the percentage of the contract worked.

19.3 Compensation

19.3.1 A unit member on a part time contract is entitled to the appropriate percentage worked of a full contract for salary, benefits, retirement and paid leaves. A part- time unit member must work at least a 50% contract to be eligible

for health benefits.

19.3.2 Each unit member shall be credited for a percentage of a years' experience on the salary schedule based on the percentage of his or her part-time contract.

19.4 Renewal

Unit members on part-time leave will need to renew their request for a part time contract annually.

19.5 Return to Full-Time

If a former full-time unit member serves in a part-time position and desires to return to full- time, he or she shall provide written notice by February 5th or by request on the "District Intent" form. The unit member will be considered for those full-time positions that become available and for which he/she is credentialed and has the required experience as verified by the administration. If no vacant position becomes available for the next school year, the unit member may remain in the part-time position or elect to be placed on a re- employment priority list. A unit member who is placed on a reemployment list shall be entitled to be reemployed at any time when a vacant position becomes available, subject to the qualifications listed above.

19.6 Job Sharing

19.6.1 A job share means two (2) unit members on regular contracts sharing one (1) teaching assignment on a 50/50 or a 60/40 basis.

19.6.2 Requirements

19.6.2.1 A job share shall last one (1) school year.

19.6.2.2 The unit member requesting a job share must have received a satisfactory rating as his/her most current evaluation.

19.6.2.3 Unit members shall apply for a job sharing assignment for the following school year no later than February 5th.

19.6.2.4 The District may hire new unit members to work in a shared contract situation provided consideration is given to any current unit member who indicates an interest.

19.6.2.5 The applicants shall meet with the principal to discuss the specifics of the job sharing proposal. The application must be considered and approved by the principal, the Superintendent and the Board to become effective. Consideration shall be based upon the benefit to District operations, the educational program and the affected employees.

19.6.2.6 Each unit member must request a leave of absence for the reduction from full-time employment when the application is considered by the Board. Temporary employees may be hired as leave replacements for the percentage of leave taken by a unit member.

19.6.2.7 Each unit member remains responsible for joint pre-planning, and to attend pre-school days, first two (2) days of school, staff development days, parent conference days, back-to-school night and open house.

19.6.2.8 Field trips and school-related meetings (other than faculty meetings) shall be attended by the unit member serving on those days. The unit members shall develop a plan to split attendance at faculty meetings, share other responsibilities and information.

19.6.3 Compensation

19.6.3.1 A unit member on a shared contract is entitled to the appropriate percentage worked of a full contract for salary, benefits, retirement and paid leaves. The total cost of shared job unit members for salary, benefits, retirement and paid leave shall not exceed the cost of one full-time unit member. A shared contract unit member must have at least a fifty percent (50%) contract to be eligible for health benefits.

19.6.3.2 Each unit member shall be credited for one-half (1⁄2) year of experience for salary advancement for each year of job sharing service where the service was fifty percent (50%) or more of a full-time work year provided the most recent evaluation was satisfactory.

19.6.4 Renewal

19.6.4.1 Job share approvals shall be for one (1) school year at a time and are not automatically renewed. Unit members must reapply each year and be approved to continue the job share.

19.6.5 Return to Full-Time

19.6.5.1 A job share unit member is entitled to return to a full-time position after one (1) year either by providing written notice by February 5th or as a result of the failure of the Board to approve renewal of the job share.

19.6.5.2 If a unit member is on a job share for more than one (1) year and elects to return to a full-time position, the unit member will be assigned to the first full-time position that becomes available, after written notice of intent to return is given, for which he/she is credentialed and has the experience as verified by the administration. If no such vacant position becomes available for the next school year, the unit member may remain in the job share for the next year or be placed on a reemployment priority list. A unit member placed on a reemployment list shall be entitled to be reemployed at any time during the school year when a vacant position, as described above, becomes available.

ARTICLE 20 TEACHER INDUCTION PROGRAM AND COACHING

20.1 Purpose

20.1.1 There shall be a Program for all unit members except nurses and speech and language pathologists. The purpose of Coaching is to provide assistance to certain permanent and beginning teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods.

20.1.2 Based on available funding and resources, coaching services will be offered to teachers in the following order of priority:

20.1.2.1 Permanent teachers who receive an “unsatisfactory” evaluation that fits within the parameters of the Coaching program (see 20.2.1).

20.1.2.2 First or second year teachers eligible for the Teacher Induction Program.

20.1.2.3 Permanent teachers who volunteer for coaching.

20.1.2.4 Probationary teachers not eligible for Teacher Induction who volunteer for peer assistance.

20.1.2.5 Staff Development for individual or group teachers.

20.1.2.6 Curriculum Development.

20.2 Mandatory Participation in Coaching for Permanent Teachers

20.2.1 Any evaluation performed pursuant to this article which contains seven or more ratings of “unsatisfactory” or “needs improvement” in standards 1 through 5 of an employee’s performance evaluation requires that the certificated employee shall participate in coaching. Teachers with five or six “unsatisfactory” or “needs improvement” will be encouraged, but not mandated to participate in the program.

20.2.2 The governing board of each school district shall evaluate and assess certificated employee performance as it reasonably relates to:

20.2.2.1 The progress of pupils toward the District’s adopted academic content standards.

20.2.2.2 The instructional techniques and strategies used by the employee.

20.2.2.3 The employee's adherence to District-adopted curricular objectives.

20.2.2.4 The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.

20.2.3 The evaluation and assessment of certificated employee performance pursuant to this section shall not include the use of publisher's norms established by standardized tests.

20.2.4 Assistance and remedial efforts and activities shall be sustained and multifaceted, and shall be preceded by a conference in the spring of the year when the teacher receives the unsatisfactory evaluation. The conference shall involve the teacher being referred, the evaluator, and, if chosen, the consulting teacher. If the participating teacher requests it, the Association shall provide representation in the meeting.

20.2.5 Initial assistance shall focus on the specific areas recommended for improvement by the participating teacher's evaluator based upon the "unsatisfactory" rating or ratings in the performance evaluation that resulted in referral for coaching. Performance goals for an individual teacher shall be in writing, clearly stated, aligned with pupil learning, and consistent with Education Code Section 44662.

20.2.6 Coaching shall include multiple observations of a teacher during periods of classroom instruction.

20.2.7 The school district shall provide sufficient staff development activities to assist a teacher to improve his or her teaching skills and knowledge.

20.2.8 The program shall expect and strongly encourage a collaborative relationship between the coaching teacher and the principal with respect to the process of coaching. Communication and consultation between the participating teacher and the evaluator shall be ongoing.

20.2.9 The program shall have a monitoring component with a written record.

20.2.10 The teacher and evaluator shall each be entitled to review all reports generated by the coaching teacher and to have affixed thereto his or her comments. The teacher and evaluator will receive copies of all such reports at least five working days prior to any such meeting.

20.2.11 The coaching teacher shall submit a final written report regarding the teacher's participation in coaching to the Human Resources and to the teacher's evaluator no later than March 1. This report shall describe the measures of coaching provided to the teacher and describe the results of the coaching in the areas recommended for improvement.

20.2.12 The final report of a teacher's participation in coaching shall be made available for placement in the personnel file of the teacher receiving assistance. If it is included in the personnel file, the teacher shall have the opportunity to attach comments.

20.2.13 Nothing in this section shall be construed as in any way limiting the authority of the Board to develop and adopt additional evaluation and assessment guidelines or criteria.

20.2.14 Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code Section 44938.

20.2.15 Nothing in this article precludes the principal/evaluator or District from doing formal or informal observations nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of his or her professional obligations.

20.2.16 A teacher or an evaluator shall have the right to present reasons why a specific coaching teacher should be replaced.

20.2.17 Coaching in no manner diminishes the legal and contractual rights of bargaining unit members.

20.2.18 The parties understand that every possible subject matter competency may not be available within the corps of coaching teachers, and it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the coaching teacher shall maintain primary responsibility for Coaching but may function more like a case carrier who assures the availability of appropriate resources.

20.2.19 Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary certificated employees.

20.3 Participation - Teachers Eligible for Teacher Induction Program

20.3.1 It is expected that all eligible first and second year teachers will take part in the Teacher Induction Program.

20.3.2 Teachers involved with Teacher Induction will be eligible to earn units through California State University, Sacramento, based on the additional time that they are required to put in to participate in the Teacher Induction program.

20.3.3 The Teacher Induction program is a two-year commitment.

20.3.4 All communication and documentation between the beginning teacher and the consulting teacher or support provider will be strictly confidential.

20.4 Voluntary Participation of Permanent Teachers

20.4.1 Permanent teachers desiring assistance in improving their practice may apply to Coaching for such assistance on a confidential basis.

20.4.2 The volunteer and coaching teacher will meet to determine the needs of the volunteering teacher as specifically as possible and will jointly develop a coaching plan. Coaching teachers shall provide oral and written feedback to the volunteer teacher. All communication shall be confidential.

20.4.3 The volunteer teacher may terminate participation in coaching at any time.

20.4.4 When a teacher enters coaching voluntarily, documentation will not be placed in the personnel file as long as participation continues on a voluntary basis. All communication between the teacher and the coaching teacher shall remain confidential.

20.5 Voluntary Participation of Experienced Probationary Teachers

20.5.1 Probationary teachers not eligible for Teacher Induction desiring assistance in improving their practice may request coaching for such assistance on a confidential basis.

20.5.2 The volunteer and coaching teacher will meet to determine the needs of the volunteering teacher as specifically as possible and will jointly develop a coaching plan. Coaching teachers shall provide oral and written feedback to the volunteer teacher. All communication shall be confidential.

20.5.3 The volunteer may terminate participation in coaching at any time.

20.5.4 When a teacher enters the program voluntarily, documentation will not be placed in the personnel file as long as participation continues on a voluntary basis. All communication between the teacher and the consulting teacher shall remain confidential.

20.6 Mentor Teachers

20.6.1 A mentor teacher participating in this program shall be a credentialed classroom teacher with permanent status. The mentor teacher shall have at least three years' recent experience in classroom instruction.

20.6.2 The mentor teacher shall have demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

20.6.3 The mentor teacher shall have demonstrated positive personal relations, collaboration, and team building skills.

20.6.4 Duties of the mentor teacher may include, but are not limited to:

20.6.4.1 Consulting with the participating teacher to develop strategies to improve the areas targeted by the evaluator for improvement.

20.6.4.2 Meeting and consulting with the evaluator regarding the nature of assistance being provided.

20.6.4.3 Observations of the teacher in the classroom.

20.6.4.4 Allowing the teacher to observe mentor teacher or other teachers selected by the mentor teacher.

20.6.4.5 Attending any needed training in how to support another teacher or in subject area or teaching techniques.

20.6.4.6 Recommending workshops for the participating teacher to attend.

20.7 Budget and Use of Funds

20.7.1 The District may use the funds from this program for:

20.7.1.1 The implementation of Coaching the Teacher Induction Program

20.7.1.2 Any program that supports the training and development of new teachers

20.7.1.3 Professional development or other educational activities previously provided pursuant to Article4, (commencing with Section 44490) of Chapter3

20.7.2 Compensation for teachers working as coaching teachers would be based on a stipend of $4,360 to provide 150 hours of service. That 150 hours would be sufficient for one coaching teacher to work with two teachers in the Teacher Induction program or one coaching teacher working with two teachers utilizing Coaching.

20.7.2.1 Work with one mandated Coaching teacher 120 hours $3,488

20.7.2.2 Work with one Teacher Induction Provider teacher 90 hours $2,616

20.7.2.3 Work with one voluntary coaching teacher 50 hours $1,453

RATIFICATION OF AGREEMENT
EUREKA UNION SCHOOL DISTRICT

Tentative Agreement between the Eureka Union School District and The Eureka Union Teachers Association

November 13, 2024

The District and the Eureka Union Teachers Association have reached a tentative agreement on the following items.

EUTA/EUSD Tentative Agreement

This tentative agreement ("TA") is entered into between the Eureka Union Teachers Association ("EUTA") and the Eureka Union School District ("District"). This TA represents a two-year closed contract for the 2024/2025 and 2025/2026 school years.

Terms of this TA between EUTA and EUSD are as follows:

2024/2025 School Year

Article 17: Salaries and Salary Accountability

1. All cells on all EUTA salary schedules shall be increased by 2% commencing on July 1, 2024. The parties agree that retroactive checks shall be issued in the January 2025 pay cycle.
2. All EUTA bargaining unit members shall receive a one-time off-schedule payment of $500.00 prorated based on their FTE. The off-schedule checks shall be issued to all EUTA bargaining unit members in the December 2024 pay cycle.
3. The parties agree to continue to negotiate stipend changes, impacts to Adjust Duties, as per Article 13.

2025/2026 School Year

Article 17: Salaries and Salary Accountability

1. For the 2025/2026 school year only, the District and EUTA agree to implement a compensation increase formula to all adopted salary schedules, (excluding extra duty, adjunct, stipend and certificated hourly), consisting of 80% of the funded Department of Finance Statutory Cost of Living Adjustment (COLA) as finalized in the state adopted budget.

APPENDIX I

CERTIFICATED SALARY SCHEDULE

Eureka Union School District
Certificated Salary Schedule 2024-2025

STEP	A	B	C	D	E
	Cred & BA	Cred & BA +30	Cred & BA +45 or MA	Cred & BA +60 or MA+15	Cred & BA +75 or MA +30
1	51,864	53,939	56,097	58,341	58,341
2	53,939	56,097	58,341	60,675	60,675
3	56,097	58,341	60,675	63,101	63,101
4	58,341	60,675	63,101	65,625	65,625
5	60,675	63,101	65,625	68,250	68,250
6	63,101	65,625	68,250	70,981	70,981
7	65,625	68,250	70,981	73,819	76,772
8	68,250	70,981	73,819	76,772	79,844
9	68,250	73,819	76,772	79,844	83,036
10	68,250	76,772	79,844	83,036	86,358
11	68,250	76,772	83,036	86,358	89,813
12	68,250	76,772	83,036	89,813	93,405
13	68,250	76,772	83,036	89,813	98,133
14	68,250	76,772	83,036	89,813	102,058
15	68,250	76,772	83,036	89,813	106,142
16	68,250	76,772	83,036	89,813	110,387
17	68,250	76,772	83,036	89,813	114,803

INITIAL SALARY PLACEMENT: New employees are given credit for up to a total of 9 years of credentialed teaching experience when placed on the schedule. Credit is given in whole increments only. ***Highest Entry Level 10-E***

Master Degree: $900 (Annual stipend prorated for less than full time employee)
Specialist Stipend: $3,000 (Annual stipend prorated for less than full time employee)

Fringe Benefits: The district provides Health and Welfare benefits including life/accidental death/dismemberment insurance. The District contribution is capped at $10,045 per year for full time employees and pro-rated for eligible part time employees.

Participating employees must select medical and life/AD&D insurance, with the option to also add employee dental and/or vision. Additional dependent coverage may be purchased for the insurance options selected by the employee. Retiring employees have the option of continued enrollment in the District benefit offerings, and the retiree shall pay all premiums and any fees required as directed by the District

Adopted: 11/18/24 – increase 2% - Effective: 7/01/24

Eureka Union School District
Certificated Salary Schedule – Hard to Fill Positions*
2024-2025

STEP	A	B	C	D	E
	Cred & BA	Cred & BA +30	Cred & BA +45 or MA	Cred & BA +60 or MA+15	Cred & BA +75 or MA +30
1	57,197	59,485	61,864	64,338	64,338
2	59,485	61,184	64,338	66,912	66,912
3	61,864	64,338	66,912	69,589	69,589
4	64,338	66,912	69,589	72,372	75,267
5	66,912	69,589	72,372	75,267	78,278
6	66,912	72,372	75,267	78,278	81,408
7	66,912	75,267	78,278	81,408	84,665
8	66,912	75,267	81,408	84,665	88,052
9	66,912	75,267	81,408	88,052	91,574
10	66,912	75,267	81,408	88,052	96,209
11	66,912	75,267	81,408	88,052	100,057
12	66,912	75,267	81,408	88,052	104,061
13	66,912	75,267	81,408	88,052	108,223
14	66,912	75,267	81,408	88,052	112,552

INITIAL SALARY PLACEMENT: New employees are given credit for up to a total of 14 years of credentialed teaching experience when placed on the schedule. Credit is given in whole increments only.

Master Degree:	$900 (Annual stipend prorated for less than full time employees)
Doctoral Degree:	$900 (Annual stipend prorated for less than full time employees)
Specialist Stipend:	$3,000 (Annual stipend prorated for less than full time employees)

Fringe Benefits: The district provides Health and Welfare benefits including life/accidental death/dismemberment insurance. The District contribution is capped at $10,045 per year for full time employees and pro-rated for eligible part time employees. Participating employees must select medical and life/AD&D insurance, with the option to also add employee dental and/or vision. Additional dependent coverage may be purchased for the insurance options selected by the employee. Retiring employees have the option of continued enrollment in the District benefit offerings, and the retiree shall pay all premiums and any fees required as directed by the District

*Hard to fill position include: Special Education Specialized Credentials, Occupational Therapist, Physical Therapist

APPENDIX II

EUSD Stipend Duties

(revised 2024-2025)

Basic Stipend Duty Information: The following are stipends for teaching staff based on the site or district need which are completed or arise outside of the contract day. Duties/Responsibilities for these stipends occur outside of the contract day (except Teacher-in-charge/SST Coordination), and shall begin during the new school year, and are held for one school year. A teacher can reapply and may serve additional terms. The staff member may be asked to attend District trainings / meetings when required during the year.

Notification of a Stipend Duty: Each year, by the second week of school, the Principal shall notify staff members of the stipend duties for the upcoming school year. Any certificated member who is qualified for the stipend duty may submit his/her name to the Principal on a Stipend Interest Request Form. By the end of the third week of the new school year, the Principal will announce the selected staff member for the Stipend Positions.

In the event of a vacancy of a Stipend Position during the school term, the Principal shall appoint a teacher to complete the school year. The termination of the teacher from the stipend duty could occur by a decision of the Principal, resignation, or transfer of the teacher.

Selection process: Teacher must:

- Be a current staff member with experience in the area (preferred)
- Work at the school site (unless no site member applies, and it is appropriate for the stipend description).
- Complete a Stipend Interest Request Form
- Be prepared to share why this position would support their development and the school site/students

Criteria for selection of a stipend duty shall include, but not be limited to the following:

- At least satisfactory teacher performance based on a 2-year evaluation history (preferred)
- The ability to work collaboratively with others
- Submission in writing of qualifications the staff member holds for the stipend duty (if requested)
- Additional skill sets/strengths to fulfill the position requirements (see Stipend Description Chart)
- Administration determines the final selection

Payments for a Stipend Duty: A personnel request form should be created by the site administrator for the selected stipend staff member. Stipends will be paid based on the location of the stipend on the Stipend Payment Chart, after fulfillment of the duties required in the stipend position as verified by the site administrator. Stipends will be paid based on the amount of the year they span over. An example, if the services are

provided over the year, the payment will be split over the year. If the assignment is for a partial year, such as coaching, it will be paid after the completion of the assignment.

Stipend Description Chart

Athletic Director 7-8 Facilitate the athletic events throughout the year, ensure coaches are certified, and providing appropriate level of support and supervision for students (CPR and First Aid certification required). Serve as back up coach if selected coach is not yet certified to coach.	**Coaches 7-8** Work directly with students to teach athletic teams and build skill and sportsmanship (CPR and First Aid certification required before starting as a coach).	**Significant Student Activities TK-8** Nature Bowl Destination Imagination Outdoor Education WEB Coordinator Yearbook 4-8 7-8 Band
Site Based Projects TK-8 *Proposal/Application Required* Assists site administration or district office staff on special projects to allow for the development of leadership skills for 10 hours or more outside of the regular work day (Completion of an Admin credential, or working toward one is preferred for this position).	**Specialist Positions TK-8 - HARD TO FILL POSITIONS** Speech & Language Pathologists Special Education Teachers Counselors Nurses Adapted PE Teacher Occupational Therapist	**SST Coordinator-TK-8** Assists in the functions for SST meetings, including facilitating meetings, scheduling, sending invitations, typing minutes, and follow up documents related to the SST. TK-3 - max of 30 4-6 - max of 30 7-8 - max of 15
Teacher-in-Charge TK-6 Serves as the site leader in the Principal's absence or when required. Supports the overall effectiveness of the school, works well with others toward the vision of the school site, takes on leadership responsibilities throughout the year (Completion of an Admin credential, or work toward one is preferred).	**Technology Site Support** Serves as the site technology support. Leads professional development for new staff/teachers for technology supports in the classroom. Works in partnership with the Technology Technicians for specific site needs.	**Teacher Induction Program/Coaching (See Contract Article 20)** Serves in the role of a Teacher Induction Provider (TIP) Mentor or in the capacity of a Coaching Program Teacher Coach. See EUTA/EUSD Contract, Article 20, for further explanation.

Stipend/Extra-Duty Salary Schedule

Name of Stipend Position	# of Positions	Stipend Amount	Funding	Pay Date
Significant Student Activities	45+	1,000 (7-8 BAND 2000)	Site	Monthly (10th)
Site Based Projects	varies	SITE/Hourly Rate	Site	Bi-annually (12/10th & 5/10th)
Specialist Positions	23 7	3,000 (SPED, etc.) 5,000 (SLP)	District	Monthly (EOM)
SST Coordinator (TK-8)	7	1,000	District	Monthly (10th)

Teacher-in-Charge (TK-6)	5	1,000	District	Monthly (10th)
Technology Site Support	7	1,000	District	Monthly (10th)
Teacher Induction/Coach Provider	TBD	Contract-Article 20	District	Monthly (10th)
Extra Duty Hourly Rate	N/A	$24.47 – Study Hall / Attending Workshops $36.71 – Curriculum Development /Presentation Planning	Site / District	Monthly (10th)

Athletics / Coaching Stipends (Funded ESF/District 50% / Site 50%)

Name of Stipend Position	# of Positions	Stipend Amount	Funding	Pay Date
Athletic Director (1/2 year)	4	1900	ESF/District 50% Site 50%	Monthly (10th)

Coaching Positions	# of Positions	Seasons 1-2	Seasons 3-4	Seasons 5+	Pay Date *Administrator verification required
Basketball 7-8	4	1,300	1,600	1,900	Payment will be made on the next available 10th of month payroll
Cheerleading / Drill	4	1,300	1,600	1,900	
Cross Country 7-8	4	1,300	1,600	1,900	
Flag Football 7-8	5	1,300	1,600	1,900	
Softball 7-8	4	1,300	1,600	1,900	
Track 7-8	4	1,300	1,600	1,900	
Volleyball 7-8	2	1,300	1,600	1,900	
Wrestling 7-8	2	1,300	1,600	1,900	

**PE Coaches - single subject PE teaching staff are automatically placed on top range
**Certificated Teaching staff - automatically start on season 3, previous coaching experience may be considered for placement on season 5+
**Placement is based on total seasons of coaching for any EUSD sport (i.e. if coach had 1 season coaching boys track, and 1 season coaching girls' softball, the coach would be placed on season 3 for the next coaching season for any sport)

APPENDIX III
CURRENT YEAR WORK CALENDAR

APPENDIX IV
CURRENT MOU's

Memorandum of Understanding
Eureka Union Teachers Association (EUTA) &
Eureka Union School District (EUSD)
Leave Pilot for 2020-2021 & 2021-2022 School Years
May 2020

Purpose:
The Board and EUTA members agree to a pilot program to track leaves in a different manner for the 2020-2021 and 2021-2022 school years. To allow for our EUTA unit members to be treated as professional's leaves will be allotted in one amount and not tracked or monitored or requiring pre-approval in most cases. These days would be called "Leave Days".

EUTA and The District agree to provide EUTA members with the ten (10) existing sick leave days as provided through Article 15 Sick Leave, Section 15.2.1. However, Section 15.5 Personal Necessity Leave will not be utilized during the 2020-2021 and 2021-2022 school years. Instead, the following will be used by unit members:

- The 10 days can be used for sick leave, Personal Necessity or Personal Business (no tell).
- Leave days (other than for illness for medical) must follow the same requirements as previously in effect, "...shall not be taken on days before or after holidays or vacations, or for concerted activities (e.g., engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign meeting), or work stoppage or personal monetary gain."
- The Superintendent or designee may require verification from a licensed health care provider or other verification in cases where abuse is suspected.

Term:
The term of this agreement will be implemented in the 2020-2021 & 2021-2022 school years and then returned to negotiations for further discussion.

_____	_____
EUTA Representative	EUSD Representative
_____	_____
Date	Date

APPENDIX IV
MOU's Continued

COVID and Prior MOU's

EUSD / EUTA MEMORANDUM OF UNDERSTANDING
POSSIBLE INSTRUCTIONAL MODALITIES DURING COVID-19 for 2020-2021 SCHOOL YEAR

July 21, 2020

The Eureka Union School District ("District") and the Eureka Union Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") regarding different possible modalities for instruction related to the coronavirus COVID-19 ("coronavirus") for the 2020-2021 school year.

The parties recognize staff may need to self-quarantine, become quarantined, and/or the District may need to close a school or schools on an emergency basis to slow the spread of illness arising from the coronavirus during the school year. There are leave protections available to staff, and unit members should share with their site administrator as their first level of support regarding possible leave due to COVID-19 related concerns.

The parties agree to the following items organized in the chart below based on the tiered model the District may require during the COVID-19 cycles and its impact on our communities. The 5- tier summary for the instructional model to implement (for a full explanation see COVID-19 Emergency Response Matrix) includes:

- Tier 0 - "Normal" School Operations
- Tiers 1, 2, 3 - Five Day Model During COVID-19 implemented
- Tier 4 - A/B Partial Week Model implemented
- Tier 5 - Full Distance Learning Model implemented

	5 Day Model During COVID (Tier 1,2,3)	***A/B Partial Week Model (Tier 4)***	***Full Distance Learning Model (Tier 5)***
Calendar	1. Two furlough days will be rescinded, and two furlough days will continue for the 2020-2021 school year. The two furlough days in the 2020-2021 school year will be February 16 and 17, 2021. 2. August 12, 2020 will be reinstated as a pre-service day.	1. Two furlough days will be rescinded, and two furlough days will continue for the 2020-2021 school year. The two furlough days in the 2020-2021 school year will be February 16 and 17, 2021. 2. August 12, 2020 will be reinstated as a pre-service day.	1. Two furlough days will be rescinded, and two furlough days will continue for the 2020-2021 school year. The two furlough days in the 2020-2021 school year will be February 16 and 17, 2021. 2. August 12, 2020 will be reinstated as a pre-service day.

	3. November 12, 2020 will become a Professional Development Day. 4. The assigned staff development days (Sept.18, Jan. 15, & March 26) and the non-instructional day April 5, will be reassigned as instructional days. 5. The holiday assigned to Feb. 8, 2021 will be reassigned to Friday, Feb. 19, 2021 to make one full week off of school. 6. During the 20-21 school year only, the first two days and first full week of school (August 13-21, 2020) will be held in the A/B model format including early release for students in all divisions for the purpose of time for debriefing of staff, professional development needs, and teacher planning. 7. Based upon COVID data and County Healthy orders, we continue the A/B model during the week of August 24-28 with full instructional days. Moving forward we will transition into the appropriate tier based on COVID data and County Health orders. ---------- 20-21DRAFT School Calendar	3. November 12, 2020 will become a Professional Development Day. 4. The assigned staff development days (Sept.18, Jan. 15, & March 26) and the non-instructional day April 5, will be reassigned as instructional days. 5. The holiday assigned to Feb. 8, 2021 will be reassigned to Friday, Feb. 19, 2021 to make one full week off of school. 6. During the 20-21 school year only, the first two days and first full week of school (August 13-21, 2020) will be held in the A/B model format including early release for students in all divisions for the purpose of time for debriefing with staff, professional development needs, and teacher planning. 7. Based upon COVID data and County Healthy orders, we continue the A/B model during the week of August 24-28 with full instructional days. Moving forward we will transition into the appropriate tier based on COVID data and County Health orders. ---------- 20-21 DRAFT School Calendar	3. November 12, 2020 will become a Professional Development Day. 4. The assigned staff development days (Sept.18, Jan. 15, & March 26) and the non-instructional day April 5, will be reassigned as instructional days. 5. The holiday assigned to Feb. 8, 2021 will be reassigned to Friday, Feb. 19, 2021 to make one full week off of school. 6. During the 20-21 school year only, the first two days (August 13-14, 2020) will be early release for students in all divisions for the purpose of time for debriefing with staff, technology support, professional development needs, and teacher planning. 7. If we return to school from Distance Learning, the “soft start” format will be used to ease students and staff in small numbers back into our schools. ---------- 20-21DRAFT School Calendar
Work Day/ Work Year	Unit members follow contract for a normal work day/work year. 1. Two (2) furlough days rescinded (see “Calendar”) 2. The pre-service day will be	Unit members follow contract for a normal work day/work year. 1. Two (2) furlough days rescinded (see “Calendar”) 2. The pre-service day will be	Unit members follow contract for a normal work day/work year. 1. Two (2) furlough days rescinded (see “Calendar”) 2. The pre-service day will be

	reinstated with the following structure: District Expectations=2 hours Site Admin Time =2 hours Teacher Time=2 hours 3. Instructional minutes follow the current contract. 4. All Wednesdays after August 21 will then follow the same format as Early Release Mondays (under the traditional calendar, Tier 0), and time will be scheduled according to existing contract language, except it will be moved to Wednesdays. 5. Back to School Night and Parent Conferences will be held virtually. Due to the	reinstated with the following structure: District Expectations=2 hours Site Admin Time =2 hours Teacher Time=2 hours 3. Instructional minutes follow the current contract. There is an expectation for daily student contact with their teacher as follows: •Mondays and Tuesdays will include face-to-face instruction for half of the class (A group). Teachers will provide 1 hour of DL office hour time for the B group over those two days. • On Wednesdays, teachers will provide a daily contact opportunity with students. • Thursdays and Fridays will include face-to-face instruction for half of the class (B group). Teachers will provide 1 hour of DL office hour time for Group A over those two days. 4. Following a synchronous check-in, the remainder of Wednesday (<u>after</u> August 21st) **<u>may</u>** be asynchronous. Staff will use the remainder of the contract day to include ⅔ of the remainder of the day with teacher's discretion for teacher planning/prep, assessment, communication, collaboration, and/or professional development needs. The remaining ⅓ of the contract day will be used for site or District needs. 5. Back to School Night and Parent Conferences will be virtual. A decision for Open	reinstated with the following structure: District Expectations=2 hours Site Admin Time =2 hours Teacher Time=2 hours 3. Instructional minutes follow the current contract. Instructional Days are to be held during contracted hours. Staff are expected to: -Provide synchronous instruction M, T, W, Th, and F, including checking in with students. -attend all staff meeting or collaboration times scheduled for the site -hold Parent Conferences and communicate progress for students with parents -complete grades for students on a regular basis to monitor the progress of students -monitor attendance of students. 4. For TK-6, following a synchronous check-in, the remainder of Wednesday (<u>after</u> August 21st) **<u>may</u>** be asynchronous. Staff will use the remainder of the contract day to include ⅔ of the remainder of the day with teacher's discretion for teacher planning/prep, assessment, communication, collaboration, and/or professional development needs. The remaining ⅓ of the contract day will be used for site or District needs. 5. Back to School Night and Parent Conferences will be

	length of time before Open House occurs, a decision on Open House will be made at a later time based on the COVID situation at that time. ---------- A/B Model Visual Structure	House will be made at a later time based on the COVID situation at that time. ---------- A/B Model Visual Structure	held virtually. Due to the length of time before Open House occurs, a decision on Open House will be made at a later time based on the COVID situation at that time. 6. Teachers will be allowed to work from their classrooms during Distance Learning. If accommodations are necessary, the Unit Member will discuss this with the site administrator and/or HR.
"Soft Start" Model	Structure of Wednesdays and Seven (7) Early Release days August 13-21: -50% of non-instructional time at teacher discretion for planning/ collaboration/self PD needs -50% for Principal/ District check in for professional development/ training needs All Wednesdays after August 21 will then follow the same format as Collaboration Mondays (under the traditional calendar, Tier 0), and time will be scheduled according to existing contract language, except it will be moved to Wednesdays.	Aug 13-21, 2020 /or returning from Distance Learning: Wednesdays during "soft start" include: -50% of non-instructional time at teacher discretion for planning/ collaboration/self PD needs -50% for Principal/ District check in for professional development/ training needs Wednesdays during "Soft Start" after August 21 will be a regular work day for staff, and will include ⅔ of the day for teacher's discretion for teacher planning/prep, assessment, communication, collaboration, and/or professional development needs. The remaining ⅓ of the day will be used for site or District needs.	August 13 & 14, 2020: If school starts in the Distance Learning format, the first two days of school, August 13 & 14 will be minimum days to reacquaint students back into a school routine, have time to work on technology or logistical needs, and the rest of the day is for teacher planning purposes.
Committees	MOU in place Committees and adjunct duties points will be established in the first month of school.	MOU in place	MOU in place
Adjunct Duties /	Site leaders will work to collaboratively develop	Site leaders will work to collaboratively develop	Stipends - MOU in place

Stipends	adjunct duties for the site. Stipends - MOU in place	adjunct duties for the site. No adjunct duties would be required on Wednesdays. Stipends- MOU in place	
Staff Meetings	Staff meetings will be held Wednesdays face to face or virtually (as appropriate). Contract guidelines for length of meetings, etc. apply.		
PLC/ Collaboration Time	PLC/Collaboration time will remain the same as written in the contract except the day of the week will switch from the usual Monday to Wednesday for consistency in models.	PLC/Collaboration time will remain the same as written in the contract except the day of the week will switch from the usual Monday to Wednesday in this model to match the A/B model structure of no students on Wednesday.	PLC/Collaboration time will remain the same as written in the contract except the day of the week will switch from the usual Monday to Wednesday for consistency in models..
Prep Time	Daily, during the 2020-2021 school year only, TK-6th grade students will have an "early release" or "late start" of 30 minutes for asynchronous P.E. to allow for teacher prep time. The State is allowing flexibility in student-contact minutes with the understanding the classroom teacher will be responsible for providing students assignments for the duration of lost instructional time. Teachers must document this in order for this to occur.	Daily, during the 2020-2021 school year only, TK-6th grade students will have an "early release" or "late start" of 30 minutes for asynchronous P.E. to allow for teacher prep time. The State is allowing flexibility in student-contact minutes with the understanding the classroom teacher will be responsible for providing students assignments for the duration of lost instructional time. Teachers must document this in order for this to occur.	Teachers will take prep time during asynchronous learning blocks.
Staff Safety / Training Needs	Videos or other virtual training opportunities will be provided to staff at least a week before the first day of school allowing time for staff to review at their leisure important safety protocols and procedures required. Training will include: Mask/shield/face covering Gloves Hand Sanitizer Cleaning products	Videos or other virtual training opportunities will be provided to staff at least a week before the first day of school allowing time for staff to review at their leisure important safety protocols and procedures required. Training will include: Mask/shield/face covering Gloves Hand Sanitizer Cleaning products	Videos or other virtual training opportunities will be provided to staff at least a week before the first day of school allowing time for staff to review at their leisure important safety protocols and procedures required. Training will include: Mask/shield/face covering Gloves Hand Sanitizer Cleaning products

	Thermometer Screening Practices for self and students --- > EUSD Employee Expectations > COVID-19 Emergency Response Matrix	Thermometer Screening Practices for self and students --- > EUSD Employee Expectations > COVID-19 Emergency Response Matrix	Thermometer Screening Practices for self and students --- > EUSD Employee Expectations > COVID-19 Emergency Response Matrix
Prof Devel.	To support enhanced Distance Learning teaching, ongoing professional development opportunities will be organized by the District throughout the school year. In addition, Google Certification will be offered as a training option for unit members at the district expense. If District paid, a Google certification certificate must be obtained and shared with the District, and the course cannot be used for salary/credit advancement. For unit members who already took the course and self-paid (and did not use the course toward salary advancement), since March 13th, the District will reimburse the unit member for the cost of the course, up to $150 with a copy of the Google certification certificate, and a receipt of payment for the course. The deadline to register for District payment of the course/Google certification is December 1, 2020.		
Evaluations	In order to have feedback to our teachers regarding performance standards, the usual evaluation process will be followed. Staff on cycle to have their evaluation last year, and couldn't due to closure, will be evaluated this school year.		
Staff Room /Lounges	Staff will self-monitor the use of staff rooms. Staff are encouraged to bring their own lunches and limit sharing of touchable or communal items such as microwaves, coffee machines, and refrigerators.		
EVA	Hiring for the EVA pilot will follow Article 11. EVA teachers follow expectations as other unit members (BTSN, Open House, conferences, report cards, staff meetings, committees, etc.). Grade level and course assignments will be fluid based on enrollment needs, and will not span more than 3 instructional grade levels. EVA teachers will be 100% virtual with their instructional assignments, unless a unit member volunteers to work both instructional modalities. Videoing of instruction will be allowable with teacher permission. Our intent is for teachers to remain in their physical classroom and have the option to return to their previous site position for the following school year. The only condition we have no control over is enrollment and/or potential surplus needs. --- > Pandemic Teaching vs EVA > FAQ Document > Job Description > Schedule Draft		
Distance Learning Instruction	N/A		When Distance Learning for all staff is required, all staff fall under the EVA job

			description and expectations for instructional delivery under EVA. Videoing of instruction will be allowable with teacher permission. Weekly consistent communication to families via Google Classroom, or other method to reach all families, from the teachers is expected in order to maintain communication with families. ---------- > Job Description
Micro Classes/ Special Education Needs	N/A	Staff are expected to: - attend any IEP/SST/504 meetings required for their student caseload Teachers may work face to face with small groups of students as long as safety guidelines are in place: i.e. "Micro Classes"/assessment/ ELD/ Intervention/ Special Education Services etc. These opportunities should be developed with the site administrator or supervisor.	Staff are expected to: - attend any IEP/SST/504 meetings required for their student caseload Teachers may work face to face with small groups of students as long as safety guidelines are in place: i.e. "Micro Classes"/assessment/ ELD/ Intervention/ Special Education Services etc. These opportunities should be developed with the site administrator or supervisor.
Leaves	In November, the teams will meet to discuss any possible proposals related to leaves and the final two furlough days.		

*** NOTE*** The following back up documents were collaboratively created through the SOFT and division specific REST teams to more clearly communicate further direction for all instructional, support, administrative, and district staff. These documents include:

- A/B Model Visual Structure
- COVID-19 Emergency Response Matrix (Board Approved)
- EUSD COVID Staff Handbook -IN PROGRESS
- EUSD School Reopening Guidance Document (DRAFT 7/13/20)
- EUSD Employee Expectations
- EUSD FAQ's about Leaves

- EUSD COVID Training for all Staff (DRAFT)
- Eureka Virtual Academy (EVA) Job Description (Board Approved)
- 2020-2021 Calendar (as of 7/20/20) (DRAFT)

Term:
The term of this agreement will be for the 2020-2021school year.

Lisa K. Blake	Dr. Kelli Hanson
EUTA Representative	EUSD Representative
Date July 23, 2020	Date July 23, 2020

*** This MOU digitally "signed" by the two teams, due to COVID-19 after our Zoom Negotiations session

Memorandum of Understanding

Eureka Union Teachers Association (EUTA) &

Eureka Union School District (EUSD)

Agreement on Furlough Days for 2020-2021 School Year

May 2020

Purpose:

The members of the Eureka Union Teachers Association agree to reduce our work calendars four (4) furlough days to assist with budget reductions for the Eureka Union School District. We are aware this reduction in days will not affect our years of service toward retirement, but only affects our total compensation.

The teams agree to collaborate on any necessary calendar changes that may be required.

Term:

The term of this agreement is for the 2020-2021 school year. If there were to be significant changes (e.g., passage of the HEROES act or changes in the California state budget allocation) between the May revision and the final budget, the teams agree to reconvene to discuss the number of furlough days.

Dr. Kelli Hanson	5/26/20	__Lisa K. Blake__	May 26, 2020
EUTA Representative	Date	EUSD Representative	Date

* This Tentative Agreement was digitally “signed” by the two teams, due to COVID-19 after our Zoom Negotiations session

* This MOU digitally “signed” by the two teams, due to COVID-19 after our Zoom Negotiations session

Memorandum of Understanding
Eureka Union Teachers Association (EUTA) &
Eureka Union School District (EUSD)
Stipends for 2020-2021 School Year
May 2020

Purpose:
Due to COVID-19, and the uncertainty of how returning to school will be structured for the 2020-2021 school year at this time, EUTA and the District agree to the following circumstances:

The revised stipend schedule changes are approved, however, all Stipends (except Specialist Stipends and Site Funded Stipends) paid by the District will be frozen for the 2020-2021 school year. Based on the newly revised stipend schedule, all grade level and department chair stipends have converted back to fall under division committee points.

If School Does Not Reopen in the 2020-2021 School Year:
No stipends will be utilized during the school year. All committee points will remain the same, with the former stipend grade level/department chair stipends returned to the committee points chart.

If School Opens and then Returns to a Closed State with Distance Learning at any time for the 2020-2021 School Year:
If school opens and resumes "normal" operations (like the start of the 19-20 school year) then stipends, if utilized during the time of re-opening, will be paid out based on the time schools were open and the use of those stipend positions (excluding Specialist Stipends).

If School Returns to a Partial / Restructured Opening:
If schools are able to return in the Fall with a staggered or modified structure, all stipends (excluding Specialist positions) will not be paid or utilized until schools reopen in a model able to support stipend positions to their fully-functional state.

Term:
The term of this agreement will be implemented in the 2020-2021school year and then returned to negotiations for further discussion.

Lisa K. Blake_____ Dr. Kelli Hanson
EUTA Representative EUSD Representative
May 26, 2020 May 26, 2020

*** This MOU digitally "signed" by the two teams, due to COVID-19 after our Zoom Negotiations session

Memorandum of Understanding
Eureka Union Teachers Association (EUTA) &
Eureka Union School District (EUSD)
Retirement Incentive 2019-2020
May 2020

Purpose:

At the direction of the Board to assist with budget reductions and to limit the number of certificated layoffs required for enrollment due to impacts from COVID-19, a retirement incentive is being offered to certificated EUTA unit members.

This incentive is a one-time $10,000 option, to be paid by June 30th, for those who submit their letter of intent to retire to the Human Resources Department by May 28, 2020 at noon. The EUTA unit member must meet eligible CalSTRS retirement requirements, must complete all steps for retirement, and will not be fully employed by Eureka Union School District in the 2020-2021 school year (temporary employees do not qualify for this incentive, and if a unit member is not a 1.0 FTE, the incentive will be prorated based on their current FTE).

Use of this incentive cannot be used in conjunction with the Retiree Consultant Program (Article 18.3). If a unit member chooses to sub they would be subbing at the normal substitute rate for the 2020-2021 school year (after the STRS wait of 6 months). In 2021-2022 your eligibility for article 18, section 18.3 may begin.

The $10,000 would be applied to the Defined Benefit Supplemental Program as earnings not included on the salary schedule and paid in one full payment by June 30, 2020.

There is a requirement of five (5) retirements for this incentive to be applied.

Term:

The term of this agreement will be implemented in the 2019-2020 school year only.

_____*_Lisa K. Blake_____ _*Kelli Hanson_____
EUTA Representative EUSD Representative

_____May 5, 2020_____ __May 5, 2020_____

* This MOU digitally “signed” by the two teams, due to COVID-19 after our Zoom Negotiations session

The District and the Eureka Union Teachers Association have reached a tentative agreement on the following items.

District Response to EUTA Proposals: In accordance with Government Code Section 3547, the Eureka Union School District (EUSD) responds to bargaining proposals presented by EUTA, as follows:

ARTICLE 13 – Hours and Adjunct Duties:

- The teams previously agreed to establish an ad hoc committee led by the Director of Student Services to meet in the 2020-2021 school year to review the needs and structure of the placement of students and transition protocol process so we can take the time to have a thoughtful discussion regarding strengths and needs for our students. This adhoc team will also look at options being utilized in the District for best practices for balancing of classrooms for inclusion.

ARTICLE 15 – Leaves:

- The teams agreed to add an option for a "45 Minute-Medical Appointment Early-Out" as follows:
    - 15.10 45 Minute Early Out
      Unit members may leave school for medical or dental appointments a maximum of three (3) times in any school year for a period of no more than forty-five (45) minutes at the end of student contact time each day for medical or dental appointments that could not be scheduled after the end of the regular school day. The unit member will make his/her own arrangements to have his/her assignment covered. The site administrator must agree with the method by which the assignment is covered. Members will not be required to use any portion of their sick leave in these instances. Arrangements for this leave must be made as far in advance as possible with the site administrator's approval.

For the District: For the Association:

_____ _____

Date: _____ Date: _____

* This Tentative Agreement was digitally "signed" by the two teams, due to COVID-19 after our Zoom Negotiations session

MEMORANDUM OF UNDERSTANDING
BETWEEN
EUREKA UNION SCHOOL DISTRICT
AND
EUREKA UNIONTEACHERS ASSOCIATION
REGARDING COVID-19 CORONAVIRUS

March 31, 2020

The Eureka Union School District ("District") and the Eureka Union Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 ("coronavirus").

The parties recognize that staff may need to self-quarantine, become quarantined, and/or the District may need to close a school or schools on an emergency basis to slow the spread of illness arising from the coronavirus during the 2019-20 school year.

The parties agree to the following:

1. Unit members who may have been or were potentially exposed to the coronavirus and are required to be quarantined or who self-quarantine while schools in the District are still open shall be placed on paid leave, which shall not be deducted from the member's sick, personal, or extended illness leave.

Language regarding HR6021: (For Unit Members not on Admin Paid Leave)

- Members who are ill or injured or who are caring for an immediate family member who is ill or injured during a school closure and are not able to provide instruction as specified above shall notify their immediate supervisor and students/parents as soon as possible via email for the days they will require an alternative plan and/or schedule and shall use their own leave for the period of illness or injury or care of immediate family member, including any leave entitled to under HR6021.
- All unit members who may be affected by COVID-19 and are required to be home when schools reopen will not have to use their personal sick leave including those who "self-quarantine" based on contacts with infected or potentially infected individuals. Individuals claiming this leave must provide a note from a health-care professional to support their illness unless they have been directed by the district. The District shall provide this additional paid leave or leave under HR 6021 leave if it is found to apply.

2. Unit members will be notified by email or phone about any school closures, including any decisions to extend school closures once they commence.
3. Unit members shall not be required to report to their worksite while their worksite is closed to students.

4. Unit members who have a doctor's note indicating a higher risk for serious illness from coronavirus because of age, a serious long-term health problem, or otherwise, shall not be required to report to a worksite during school closures.
5. Unit members' compensation and benefits shall not be reduced in the event of an emergency school closure, unless they are utilizing pregnancy disability leave, and then all PDL leave obligations will be followed.
6. The District shall submit a "J-13A Request for Allowance of Attendance Due to Emergency Conditions" waiver to the CDE to mitigate the loss of funding due to lower than normal Average Daily Attendance ("ADA"). If the waiver is denied or the state requires students to make up days for the 2019-20 school year, the parties will negotiate make-up student instructional day(s) up to the number of school closure days.
7. The District will provide appropriate software and training (Zoom, Skype, WebEx, Canvas, etc.) if they require unit members to engage with students online during school closures. If the District is unable to provide software access, unit members will be reimbursed for the purchase of temporary access to an online meeting or education service.
8. All closed schools will be decontaminated before staff or students return.

The Association reserves the right to negotiate any additional impacts of school closures in the 2019-20 school year.

This MOU shall expire in full without precedent on June 30, 2020, unless extended by mutual written agreement.

_____ _____

For the Association For the District

Memorandum of Understanding
Eureka Union Teachers Association (EUTA) &
Eureka Union School District (EUSD)
Administrative Designee-Junior Highs
September 2019

Purpose:

At the direction of the Board to assist with eliminating our long term deficit spending, all positions being vacated are being evaluated before a replacement is selected. After an administrative position this year became vacant, and with Assistant Principal FTE being higher than our surrounding area, the District is piloting a 50/50 shared model with one Assistant Principal between the two Junior High Schools. To provide a small amount of administrative support, and to assist with in-District leadership opportunities, the District worked alongside our site administrators to create an Administrative Designee position, with a detailed form with responsibilities, not to exceed 25 hours, paid through a stipend. The interested staff member would announce their interest, meet with the site Principal to mutually determine the duties and responsibilities that fall under an Administrative Designee stipend position.

As the sharing of an Assistant Principal is a pilot the 2019-2020 school year between the two Junior High Schools, the Administrative Designee stipend position at the Junior High Schools will also be a pilot position and will be evaluated at the end of the school year to determine if it will continue into subsequent years.

Term:

The term of this agreement will be piloted for the 2019-2020 school year.

_____	_____
EUTA Representative	EUSD Representative
_____	_____
Date	Date

Memorandum of Understanding
Eureka Union Teachers Association (EUTA) &
Eureka Union School District (EUSD)

April 11, 2016

Purpose:
At the desire of the Board, an advisory group was assembled to review school start/end times and master schedules for the purpose of increasing instructional opportunities and enrichment offerings during the 2015-2016 school year. The advisory group was represented by teachers, administrators, teacher association leadership, classified leadership, and two Board trustees. The advisory group studied and explored options and brought a recommendation to the Board to provide zero period, (which would provide additional instructional time) to be implemented at both junior high schools as an optional period for students to attend prior to the start of the school day as a pilot for the 2016-2017 school year. This additional instructional time will allow for targeted students to pursue additional enrichment courses and receive additional support if they choose.

In addition to the recommendation, for the purpose of reviewing and evaluating master schedules to determine if our current schedule best fits our students' needs, an advisory group will develop a study team to review and evaluate various master schedules for middle grades programs in other districts. The Master Schedule Study Team will consist of teachers, administrators, trustee(s), and include input from students. The study team will conduct their work over the next several months of the 2015-2016 school year in which they will do research and conduct site visits to other middle grade programs. The objective will be to develop and present a recommendation that will be brought forward for consideration starting in the 2017-2018 school year regarding master schedules.

After implementation of the pilot for zero period has occurred, feedback will be gathered from those involved about plans for subsequent years.

Intent:
● A pilot will be held during the 2016-2017 school year with the addition of a zero period of Physical Education at both junior high schools prior to the start of the school day.
● The pilot will be limited in size for the 2016-2017 school year. Only 1 or 2 zero period options at both Cavitt and Olympus will be formed based on interest of students and interest by teaching staff at the sites.
● Student priority for the zero period option will be based on a predetermined process (Exhibit A). There will be a cap of 40 in the PE zero period option.
● The zero period for this pilot will be 40 minutes in length.
● The unit member shall be paid at a prorate hourly rate based upon their daily rate of pay.
● The staff implementing the zero period will be determined from volunteers from any division interested in teaching PE for the zero period. Priority would be given to the credentialed PE teachers at the site (who are not teaching 7 periods). Second priority would be given to the staff

at the site who are not teaching 7 periods or to other interested credentialed EUSD staff. If there are more volunteers than zero periods available, the final decision would be made by the site administrator.
● The unit member shall be available for duty at their assigned school at least one hour beyond the regular school day. The hours shall include a minimum of 10 minutes prior to zero period starting, and a minimum of 20 minutes after their assigned classes have ended on a regular school day (Article 13.1.1).
● This zero period option would be in addition to the unit member's regular work day.
● A team will be assembled to study middle grades master schedules used in other middle grades programs. The study team will report to the Board during the 2016-2017 school year.

Term:
The term of this agreement will be piloted for the 2016-2017 school year.

_____	_____
EUTA Representative	EUSD Representative
_____	_____
Date	Date

Memorandum of Understanding
Intervention Support Services Program
Eureka Union Teachers Association (EUTA) &
Eureka Union School District (EUSD)
April 11, 2016

Background:

After feedback during the Local Control Accountability Plan (LCAP) stakeholder input process, it was determined it is essential to support EUSD students in need of intervention in both reading and mathematics. Currently, EUSD offers intervention created to enhance reading skills through the district's Reading Lab Teachers. It is necessary to expand the role of the Reading Lab Teacher to encompass more than just reading support. After gathering feedback, a draft of a new job description, titled Intervention Support Teacher, was created to encompass the areas being currently serviced by the Reading Lab Teachers which are outside of reading instruction.

Additionally, through the LCAP process, a more equitable distribution of supplemental and Title 1 funding to all sites was determined to be a need for the district. Currently there are three (3) Reading Lab teachers but the redistribution of funds provides for only 2.0 FTE Reading Lab Teachers, creating a reduction of one (1) Reading Lab teacher for the 2016-2017 school year. The outcome of these budgetary changes means one (1) Reading Lab Teacher will be returned to a general education teaching position in EUSD based on appropriate credential(s).

Process:

- The details of the proposed Intervention Support Teacher position will be shared with the current three (3) Reading Lab Teachers. Details include location of openings and percentage of FTE at the various sites.

- Based on seniority, the Reading Lab Teachers may choose an open assignment as an Intervention Support Teacher during the posting period.

- If the Reading Lab Teachers are interested in opportunities outside of the new Intervention Support Teacher position, they will have the opportunity to pursue internal postings of open positions and interview with the principal at an interested school site for those positions.

- By May 6, 2016, a Reading Lab Teacher who chooses a general education assignment will have the opportunity to change assignment for an Intervention Support Teaching position that becomes available May 10, 2016.

- By May 13, 2016, any Intervention Support Teacher opening, not filled by a current Reading Lab Teacher, will be placed on the EUSD posting for any interested appropriately credentialed EUSD teacher. Teachers must submit a transfer request form to the HR Department. The applicants will then be selected for the position through the normal interviewing and selection process.

Term:

The term of this agreement is specific to the Reading Lab Teachers at the close of the 2015-2016 school year.

_____	_____
EUTA Representative	EUSD Representative
_____	_____
Date	Date

ADMINISTRATIVE REGULATION JOB SHARING (2/8/02)
EUREKA UNION SCHOOL DISTRICT
Administrative Regulations on Job Sharing 02/08/02

1. All teachers who want to be considered for or continue in a job share need to familiarize themselves with Article 19 of the EUTA/District Agreement.

2. No job share will be considered for kindergarten, special day classes or other teaching areas where students need a higher level of consistency.

3. Tenure is required to be considered for a job share. This may be waived by mutual agreement between EUTA and the District.

4. The administration prefers there be no more than two job shares at a site. A maximum of three teams will be considered, at the principal's discretion.

5. There will be a maximum of one job sharing per grade level. Two at a grade level will be considered through the 2002-2003 school year.

6. Three years is the maximum duration of job sharing for a specific team. Job shares will be reviewed annually, as outlined in Article 19. After three years, the job sharing teachers must return to full-time, if there are positions available. The principal may consider extending the time beyond three years if there are no new applications at the grade level and at the site that need to be considered, utilizing the parameters of the regulation.

7. Teachers who have been job sharing for three or more years will have the opportunity to continue in their current job sharing status until the end of the 2002-2003 school year.

8. Once a teacher has vacated a job share, he or she must teach full-time for at least two years before requesting to return to another job share, unless the teacher is willing to be considered for a job at another site where there is not a waiting list for job shares.

9. If job share opportunities are not available on a specific campus, requests can be made to the principal at another site, provided there is a job share opportunity available.

10. Teachers who work in part-time capacities involving more than one assignment will not be included in the job share program numbers on a specific site.

EUREKA UNION SCHOOL DISTRICT

5455 Eureka Road | Granite Bay, CA 95746 | Phone: 916.791.4939 | Fax: 916.791.5527 | www.eurekausd.org

District Superintendent
Tom Janis

Assistant Superintendent, Business Services
Melissa Mercado

Assistant Superintendent, Human Resources
A. Ted Miller, Ed.D.

Assistant Superintendent, Curriculum & Instruction
Ginna Myers, Ph.D.

Assistant Superintendent, Student Services
Kristi Marinus

Memorandum of Understanding
Between Eureka Union School District
And
Eureka Union Teachers Association

October 31, 2025

This MOU is made in collaboration with the Eureka Union Teachers Association ("EUTA") between EUTA and the Eureka Union School District ("District"). For the 2025/2026 school year only, which completes the bargaining cycle for the 2024 – 2026 collective bargaining agreement. This is a summary of the final agreement for stipends and points, as defined in Article 13.4.4.1 – meetings with divisions:

> 13.4.4.1 A meeting shall be held for each Division (e.g., grades 4-6) no later than April 15th, to standardize the point system between schools for the next school year. The committee shall consist of one (1) principal, one (1) District bargaining team member, one (1) EUTA bargaining team member and one (1) EUTA representative from each school. The parties shall discuss and decide similar points for similar duties within the Division unless a school can justify an exception. If a Division team cannot reach agreement within twenty (20) work days after the first meeting, the remaining issues shall be referred to the negotiations teams. If agreement cannot be reached by May 15th, the point system for the current year for that Division shall continue the next school year.

This MOU acknowledges the collaborative agreement between EUTA and EUSD for stipends and adjunct duty points. Below is a summary of the final agreement.

Final 24-25 Bargaining Cycle Agreements re Stipends and Adjunct Duty (Points)

Summary of Final Agreements

Stipends:

- Master's Degree: $1,250 (up from $900)
- Doctorate Degree: $1,750 (new)
- Hourly Rate: $45/ hour (up from $40/hour)

- TIPS: 50 hours: $2250, 90 = $4050, 120 = $5400, 150 = $6750; These are indexed to the hourly rate of $45/hour (effective November 1, 2025, up from $29/hour index). New - mentoring an intern, also indexed to the hourly rate.
- Non-athletic Teams: $1,500 (up from $1,000)
- Outdoor Education: $10,000 per 4-6 site for stipends
- Delivery of Professional Development sessions: per diem, with a pre-set amount of hours to be paid
- SST Coordinator and TIC: remains at $1,000 stipend for one year to evaluate impact of new Assistant Principal hours at all sites. EUTA will be part or negotiated agreement on the scope of duties, standardized protocols, and stipend following 1-year study.
- Student Government: $1500
- C & I Task Forces: removed from Adjunct duties (Points); paid at $45/hour
- CJSF and SSA: $500

Adjusted Points Ranges by division:

  - Several committees removed, or acknowledged to only be on "as needed" basis; this included the EPIC and C&I Subject Committees
  - TK-3: 175-200 (down from 350-375)
  - 4-6: 150-175 (down from 300-320)
  - 7-8: 310-330 (down from 340-360)

Specials:

- PE:
  - PE teacher is allotted same prep minutes as required by contract (60 minutes, TK; 75 minutes, 4 -6, per week)
  - If PE teacher must teach more than one class in a time slot ("double up"), an aide will be provided to assist
- STEAM:
  - STEAM teacher is allotted same prep minutes as required by contract (60 minutes, TK; 75 minutes, 4 -6, per week)
  - If the schedule does not allow for a prep for the STEAM teacher, the STEAM teacher must be paid per diem rate for the missed prep
- Music:
  - Travel time between sites shall not be considered prep time

- Music teachers who travel between sites shall be guaranteed a 30-minute duty-free lunch that is not combined with travel time (it can be adjacent to travel time)

Lisa Blake, EUTA President

A. Ted Miller, Ed. D., EUSD Assistant Superintendent of Human Resources

Kelly Lewis, EUTA

EUREKA UNION SCHOOL DISTRICT

5455 Eureka Road | Granite Bay, CA 95746 | Phone: 916.791.4939 | Fax: 916.791.5527 | www.eurekausd.org

District Superintendent
Hannah Anderson

Assistant Superintendent, Business Services
Melissa Mercado

Assistant Superintendent, Curriculum & Instruction
Ginna Myers, Ph.D.

Assistant Superintendent, Human Resources
A. Ted Miller, Ed.D.

Assistant Superintendent, Student Services
Kristi Marinus

May 11, 2026

MOU - Proposal for Music Program Support

This Memorandum of Understanding ("MOU") between Eureka Union School District ("EUSD") and Eureka Union Teacher's Association ("EUTA") shall serve as the agreed upon terms and conditions for educational Music curriculum to all EUSD students regardless of the number of periods needed to serve students during the 2025/2026 school year.

Stipends

Under the agreed upon terms, Music teachers shall receive a stiped which covers all required and extra-curricular academic services as directed by district and site administration. These stipends are as follows:

- Accompanist (7 – 8 grade): $ 750 per school
- Choir (4 – 6 grade): $ 1,500 per school
- Jazz Band (7 - 8 grade): $ 3,000 per school
- Music (choir, symphonic band, concert band, 4 - 6 band): $ 3,000 per school year

Preparation Time

Preparation time shall be calculated based on the music teacher's FTE at each division. For example, a music teacher who has a 60/40 split, 60% FTE at 7 - 8 division and 40% FTE at 4 - 6 division, shall receive a proportional amount of preparation time at each division served.

This agreement is outside of current EUSD/EUTA contract language and it does not represent how EUSD members are compensated for extra period work. Further, this MOU between EUSD and EUTA is not precedent setting and is good for the 2025/2026 school year only. Based on this agreement, EUSD will pay Music teacher's a one-time payment on the June 2026 pay warrant.

Signatures below confirm agreement to all stipulated terms of this agreement. Should dispute(s) arise regarding the terms of this agreement once agreed upon, both parties agree to the grievance procedures agreed to in the 2025/2026 EUTA/EUSD bargained agreement.

Lisa Blake, EUTA President

Melissa Mercado, EUSD Representative

Board of Trustees
Jeffrey Conklin | Matthew S. Dahlstrom | Erin Grover | Tyler M. Holt, DDS, MS | Renee Nash

Cavitt Junior High School
JENNIFER PLATT, PRINCIPAL
SARA COSENTINO, ASSISTANT PRINCIPAL

916-791-4152
CAVITT.EUREKAUSD.ORG
7200 FULLER DRIVE
GRANITE BAY, CA 95746

To: Eureka Union School District and Eureka Union Teachers Association
FROM: Cavitt JHS
RE: Notification of Interest to enter into a Flex Time Pilot for 2026-2027 via CBA Article 4.7.
DATE: July 29, 2026

4.7.1 Either the Association or District may notify the other party that there is a desire to consider a site-specific amendment(s) to this Agreement. The notification shall contain a list of provisions of this Agreement to be waived. The information provided shall contain specific language along with the effective date and duration of the changes.

4.7.2 Once the school site has worked out the proposal, both the Association and the District shall review and approve, deny, or suggest changes to the proposal in a timely manner, not to exceed sixty (60) days. [The administration reserves the right to consult the Board of Trustees for their review during this period.]

PROPOSAL:
4.7.3 If both the Association and the District approve of the amendment(s) or addition(s), a Letter of Understanding shall be developed and signed. The Letter of Understanding shall be attached to the Agreement as soon as practical.

This request follows approved requests from 2024-2025 and 2025-2026 for a Pilot for FlexTime.

Prior to the end of the 2025-2026 school year, the teaching staff was surveyed in order to allow constructive feedback on the FlexTime intervention for 2026-2027 school year. This occurred after the staff worked as an instructional team to determine how to use our limited (though increased) Intervention funds for the next year. With our limited funds, one trimester of an Intervention class was funded, the purchase of FlexTime, and the continuation of FlexTime one time a week were the recommendations.

Feedback at the culmination of 2025-2026 was sought and reviewed. No substantive changes were requested, and feedback varied from "it needs to be 2 times a week, we need additional academic interventions, it is fine how it is, etc. Follow-up individually occurred if additional information was needed."

This proposed third pilot will be from August 2026 to March 2027, excluding special schedules such as Parent-Teacher Conferences, CAASPP Testing, school assemblies, and SSA or WEB full-day events. Conditions to be met include the administrative staff working with the certificated staff to investigate alternative options to FlexTime and for EUTA to collaborate with the certificated staff. Additional future actions include working towards an MOU or Intervention Time written into the employment contract.

The provisions of the Agreement to be waived are:

13.8 Prep Time: The proposal would reduce prep time by 5-6 minutes on the day when flex time is held. Prep time is to be equal in length to the instructional periods. Flex time is not an additional period, as it is a planned intervention time with current materials and without the expectation of grading; therefore, the length of prep time matches the length of all periods on a Flex day.

Lisa Blake 8/4/26
Lisa Blake, EUTA President

Jennifer Platt 8/4/26
Jennifer Platt, Principal, Cavitt JHS

Olympus Jr. High School

Eureka Union School District

2625 La Croix Dr. • Roseville, CA 95661 • (916) 782-1667 • Fax (916) 782-1339

Date: August 2026

To: EUTA Leadership, Lisa Blake – EUTA President

From: Amber Williams-Sutton, Principal, Olympus Junior High School

Re: School Site Amendment – Flex Time Proposal, Olympus Junior High School

---

During the Spring of 2026, Olympus Junior High School staff held discussions during staff meetings and PLC collaboration times to evaluate strategies for supporting underperforming, at-risk students, as well as providing extension and enrichment opportunities for all learners. Through these collaborative discussions, the staff reviewed site intervention plans and budget allocations, which include funding for FlexiSched software ($4,500) to support intervention and reteaching efforts. After thoughtful discussion, the staff mutually determined that implementing a 30-minute Flex Time schedule on Tuesdays and Thursdays after 2nd Period would best serve student needs.

This proposed pilot program is presented under Collective Bargaining Agreement (CBA) language, specifically Article 4.7 – School Site Amendments. The primary goal is to provide structured, in-school support for underachieving students, SEL activities, and meeting opportunities for positive campus student groups. Additionally, Flex Time will facilitate assessment retakes, make-up science labs, physical education make-ups such as mile runs, and targeted standard reteaching driven by iReady, DeltaMath, and local assessment data. High-achieving students will benefit from enrichment learning and extension opportunities. For teachers, this dedicated time reduces the need to give up non-instructional personal time, such as lunch periods, to host student make-ups or support meetings.

Implementation of the pilot will cover the 2026–2027 school year from August 2026 through June 2027. The 30-minute sessions will occur on Tuesdays and Thursdays immediately following 2nd Period. To accommodate this schedule, the proposal requires waiving CBA Provision 13.8 (Prep Time) to adjust prep time proportionally on Flex Time days, ensuring prep length remains equal to standard instructional periods just as it does on PLC Wednesdays. Because Flex Time is a planned intervention using existing materials and carries no expectation of additional grading, prep time matches the shortened instructional period length. To support staff in launching this initiative, scheduling assistance will be provided during site staff meetings, along with 30 minutes of paid time at $40 per hour to help teachers learn and navigate the FlexiSched system.

Olympus Junior High School and EUSD present this proposal to EUTA for their review and input. We seek to find a common understanding of implementation and support for Olympus students and staff with the intent of developing and signing a Letter of Understanding as soon as practical. Once completed, all necessary communication will be distributed to unit members within thirty (30) days of final approval.

Flex Day Schedule (Tuesday and Thursday)	
7:30 - 8:20	Zero Period
8:20	First Bell
8:25 - 9:18	1st Period
9:22- 10:11	2nd Period
10:15 - 10:45	Flex Period
10:45 - 10:55	Break
10:59 - 11:47	3nd Period
11:51 - 12:40	4th Period
12:40 - 1:10	Lunch
1:14 - 2:02	5th Period
2:06 - 2:56	6th Period

Amber Williams-Sutton
Principal
Olympus Junior High School
asutton@eurekausd.org

Kelly Lee
Lead Negotiator

Leah Bell
President, EUTA

EUREKA UNION SCHOOL DISTRICT

5455 Eureka Road | Granite Bay, CA 95746 | Phone: 916.791.4939 | Fax: 916.791.5527 | www.eurekausd.org

District Superintendent
Hannah Anderson

Assistant Superintendent, Business Services
Melissa Mercado

Assistant Superintendent, Human Resources
Heidi Williams, EdD

Assistant Superintendent, Curriculum & Instruction
Ginna Myers, PhD

Assistant Superintendent, Student Services
Kristi Marinus

Memorandum of Understanding
Between Eureka Union School District
And
Eureka Union Teachers Association

October 29, 2026

This MOU is made in collaboration between the Eureka Union Teachers Association ("EUTA") and the Eureka Union School District ("District") for the 2026-2027 school year. This is a summary of the agreement for preparation time and part time member's schedules:

Preparation Time
Preparation time is included in a unit members work day, and shall be served on campus, unless otherwise pre-approved by the site administrator to not attend in person for a specific instance.

Part-Time Members' Work Schedules
Site administrator and part-time member will create a mutually agreeable distribution of weekly reporting minutes and preparation time for the part-time member, in a schedule that works for both the member and the site. The schedule shall include a minimum of 15 minutes prior to the start of the part-time member's instructional day and a minimum of 10 minutes after the member's instructional day. This schedule must be approved by the site administrator and EUTA leadership prior to implementation.

This MOU acknowledges the collaborative agreement between EUTA and EUSD for preparation time for unit members and schedule flexibility for unit members employed part time.

HAnderson

Hannah Anderson, Superintendent

Lisa Blake, EUTA President

Heidi Williams, Assistant Superintendent, Human Resources

Kelly Lewis, Lead Negotiator

Board of Trustees
Jeffrey Conklin | Matthew S. Dahlstrom | Erin Grover | Tyler M. Holt, DDS, MS | Renee Nash

APPENDIX V
REPEALED OR OUTDATED MOU's

- EUTA SIDE LETTER AGREEMENT 00/01–Implementation of Minimum Teacher Salary August 17, 2000 [Repealed 3/11/05]

- Implementation of Class Size Reduction Program (5/17/04) [Repealed 3/11/05-unnecessary because of change in law]

- MOU Chaperoning Dances (2004-05 ONLY) Repealed

- Work Conditions/Adjunct Duties for Junior High School Teachers [Expired 9/2007 and incorporated into Sections 13.2.4-13.2.9]

HISTORY OF CONTRACT AMENDMENTS

1. **(02/16/99)* 1999-2000 Calendar; Unit Work Year/Staff Development Approved**

2. **(05/26/99) Initial Contract after EUTA certified. Term: 6/15/99-6/30/00**

3. **(06/1999) Section § 17.7 PGL Program The salary schedule columns were modified effective 7/1/99. Column references are to the new column numbers as of that date. The prior PGL Program of 1992 and 1997 was modified to abolish three (3) PGL steps at 16yrs/65 units, 20 yrs./70 units and 24 yrs./75 units and to reduce the unit requirements for remaining steps from 80/85/90 units to 78/81/84 units. Unit members on remaining PGL steps are still required to acquire the years of experience to advance (e.g., former 85 units/20 yrs. must still earn 24 yrs. to advance to 84 units/24 yrs.) and meet the evaluation requirement.**

4. **(09/08/99) Cleanup Amendments [See 9/8/99 District Minutes]**
   Amend § 13.7 (Assignments requiring travel)
   Amend § 15.2.3 (Excused emergency leave)
   Amend § 17.5.2 (Salary step credit for year of experience)
   Amend § 17.6.1 (Course credit for salary placement)
   Amend § 17.6.2 (Course credit for salary placement)
   Amend A.R. 4143.0.1 (Extracurricular stipends)

5. **(11/18/99) Interim Contract Amendments [See 11/18/99 District Minutes]**
   Amend § 13.1.1 (Add sentence regarding length of work day)
   Replace § 15.2.3 (Minimum amount of leave for absence)

6. **(02/00/00) Agreement to New Article 20. Peer Assistance and Review**
   Added§14.4 (Identification Badges)

7. **(03/27/00) Amendment to Part of Grievance Settlement**
   Add § 15.5.6 (Use of personal necessity leave for child's school or college activity)

8. **(08/17/00) Second New Contract. Term: 9/1/00-6/30/03**
   Amend § 1.4 (Term)

Amend § 4.1 (Technical change)
Amend § 13.3.2 (Hours: Committee assignments)
Amend § 15.4.3.1 (Catastrophic leave balance)
Amend § 15.5.5.1 (Banking of personal day)
Amend § 16.2.3 (Maximum contribution to health benefits)
Add § 17.6.1 (PAR - Credit for salary step advancement)
Add § 17.10 (Extra duty stipend requirements)
Add § 17.11 (Extra duty hourly pay)
Add § 19.10 (Part-time teachers)
Amend § 20.2 (One section of PAR)
Add Appendix II (New extra duty stipend schedule)
Add Side letter 00/01- #1 (Minimum Teacher Salary Implementation)

9. (04/19/01) Interim Contract Amendment
Amend § 19.2.1 (Late application for reduction of part-time or job share)
Amend 19.5, 19.6

10. (01/11/02) Interim Contract Amendment
Amend § 13.4.3 (Grades 4-6 shall be given 75 minutes of prep time per week)
Amend § 13.1 (Add language, "a request by a unit member to deviate from the one-hour requirement on a specific occasion may be granted at the discretion of the principal.")
Amend § 15.5 (A unit member who has worked at least ten (10) years may bank one (1) personal day in any year up to a total of three (3) banked days plus the current year day.)
Amend § 16.2 (Health Plan Options)

11. (12/18/02) 2002-03 SETTLEMENT
Amend § 1.4 (Term: Extended contract)
Amend § 16.2.3 (Health benefit CAP increased $416 to $446 effective 2/03 and to $466.66 effective 2003-04)
Deleted § 13.3.2 (former)
Amend § 13.3-13.8 (Added new text for extra duty point system, chaperoning dances and special education duties and renumbered)
Amend Appendix II (Extra Duty Schedule: New stipend for Outdoor Education)

12. (06/18/03) 2003-04 SETTLEMENT

Amend § 1.4 (Term: Extended contract through 6/30/04)

Add MOU (Implementation of CSR Program 6/18/03)

Amend Article 16 (Revised health benefits language in response to SIG changes (e.g., composite to tiered rates, eliminate Individual Health Trust and allow contributions to TSA) Contract language not draft until 9/04)

13. (02/26/04) INTERIM CONTRACT AMENDMENT: Paychecks for Unit Members

Amend § 17.3 (Number of paychecks revised to meet COE payroll processing system)

14. (05/17/04) INTERIM CONTRACT AMENDMENT: Implementation of Class Size Reduction

Add Appendix IV (NEW MOU regarding Class Size Reduction replaces MOU adopted 6/18/03)

New Appendix VI (New MOU regarding Chaperoning Dances (2004-05 only), Interprets Sections 13.4.2.3 and 13.6)

15. (09/30/04) Revised Contract Language to Implement Agreements reached since 6/18/03

16. (3/11/05) 2004-2005 SETTLEMENT

Amend § 1.4 extending term through June 30, 2007

Increase salary schedule by 2.41% retroactive to 7/1/04

Amend § 16.4.1 to increase monthly CAP from $446 to $541 ($6500 annual) retro to 7/1/04. (Article 16 rewritten to reflect 6/17/03 MOU)

Add § 3.10 to implement law on domestic partners

Add language to Article 11 (Transfers) re Surplus Staff and amend other sections on voluntary transfers (Amend §11.2.1.2, 11.2.2.1–11.2.2.3, 11.2.3, 11.3, 11.3.5, and add 11.4)

Amend Article 13 (Hours) re adjunct duties and adopt MOU in Appendix VII re Junior High teachers

Amended § 13.2.3, 13.4.1, 13.4.3.1, 13.4.3.3, 13.4.4.1, 13.4.5.1, 13.5.2.3, 13.7, 13.8

Repealed § 13.4.3.2, 13.6

Add § 15.1.4 (Long term leave of absence requirements)

Add § 15.1.8 ("Registered domestic partner" covered wherever "spouse" used)

Amend 15.5.2.1, 15.5.4 and 15.5.5 re personal necessity leave.

Amend § 17.6.3 and 17.6.4 (Class changed to column in all sections)

Repealed prior MOU's (Appendix I, IV and VI)

17. (4/18/06) 2005-2006 SETTLEMENT

Term of Agreement not extended.

Increase salary schedule by 4.0% retroactive to 7/1/05; step and column cost 2.15%.

Amend § 11.3.5 (time to move for involuntary transfers/reassignments).

Amend § 11.4.6 (criteria for involuntary transfers/reassignments).

Amend § 13.4.5.1 (time line changed)

Amend § 13.4.5.3 (add music teachers to adjunct duty exemption).

Amend § 13.7.4 (additional supports to staff with heavy 504/IEP load).

Added § 13.8.2

Amend § 13.9.1 (in service programs).

Amend § 17.4.1 (salary credit for outside experience).

Repeal § 17.11 (hourly pay).

Appendix VII (one-year waiver - seven periods of P.E.).

Appendix VIII (MOU regarding calendar committee).

18. (9/10/07) 2006-2007, 2007-2008, AND 2008-2009 SETTLEMENT

Amend § 1.4 Term of Agreement extended 2006-2009.

Amend § 4.6 (Post Agreement to District website)

Amend Article 11 (voluntary, involuntary, surplus transfers), §§ 11.1-11.5 (incorporate MOU dated 12/13/06)

Amend § 11.2.1.1, 11.2.2.1 – 11.2.2.6, 11.2.3.1

Repealed § 11.2.1.2, 11.2.1.3

Amend § 13.2.3 re junior high work conditions

Added § 13.2.4 – 13.2.9 (to incorporate former Appendix VII MOU dated 3/11/05)

Amend Article 18 (Retirement), §§ 18.3.1.1, 18.3.1.3, 18.3.1.4

Add § 13.11 (Calendar Committee) (incorporate MOU re § 13.11)

Amend § 16.3.1 (Change Plan options – added High Deductible Plans)

(2006-07) Increase salary schedule and stipends by 25% retro for ¾ work year

(2007-08) Formula results in 3.29% salary schedule increase retro to 7/1/07

19. (3/26/14) 2013-2014 SETTLEMENT

Article 11-TRANSFER AND REASSIGNMENT: Renumbered, reconfigured, and revised entire article

Article 12-EVALUATION: Amended article and revised Evaluation of Teaching Performance form

Article 13-HOURS AND ADJUNCT DUTY: Advisory Working Group to be formed to review current Adjunct Duty Points Systems.

Article 16 HEALTH AND WELFARE BENEFITS: Increase health benefit contribution additional $500, district cap $7000

Article 17 SALARY AND SALARY ACCOUNTABILITY: Increase salary schedule by 3.2% retroactive to 7/1/13, and increase Extra Duty Salary Schedule / Hourly Rate by 3.2%

Article 18-RETIREMENT: Proposal by EUTA, withdrawn

20. (6/2/15) 2014-2015 SETTLEMENT

Article 13 HOURS AND ADJUNCT DUTY: Amended article and revised language, removed Appendix III and changed requirement for make-up of staff development day. Revised release days for student assessment and progress monitoring.

Article 16 HEALTH AND WELFARE BENEFITS: Revised language and removed references to specific medical plans.

Article 17 SALARY AND SALARY ACCOUNTABILITY: Increase salary schedule by 4.0% retroactive to 7/1/14, increase salary schedules an additional 1.5% effective 7/1/15, and increase Extra Duty Salary Schedule/ Hourly Rate by 5.5% effective 7/1/15, increase Master stipend to $900 effective 7/1/15, added one (1) PD day for 15/16 year only.

21. To be completed

22. To be completed

23. To be completed

24. (6/5/19) 2019-2020 SETTLEMENT

Article 13 HOURS AND ADJUNCT DUTY: Contract language was added for class sizes and overage payments starting in the 2019-2020 school year. TK-3 teachers provided 60 minutes of prep time each week collaboratively created at the start of the year with grade level team and site administrator approval. Finally, adjustments to student assessment and monitoring

supports were provided specific by division

Article 17 SALARY AND SALARY ACCOUNTABILITY: The Speech and Language Stipend was increased to $5,000/year. Ongoing 2.25% salary increase (7-1-19). Language drafted in case of increase in LCFF base grant funding.

25. (6/5/20) 2020-2021 SETTLEMENT

Article 13 HOURS AND ADJUNCT DUTY: Amended article and revised language, by adding additional minimum days, one (1) for Open House day, and one (1) during Fall parent conference week, and revised language in 13.5 regarding adjunct duties. An IEP Master Schedule Calendar will be implemented in 2020-2021 school year.

Article 15 LEAVES: A 45 minute early out was created to assist with reducing sub needs for half days, and allow staff time to get to scheduled appointments late in the day.

Article 17 SALARY AND SALARY ACCOUNTABILITY: A revised stipend chart was created to reduce the number of stipend positions

Article 18 RETIREMENT: A one-time retirement incentive was offered for the end of the 2019-2020 school year.

MOU's: MOU's were created for 4 furlough days for the 2020-2021 school year, a pilot Leave MOU for discretionary leave use, an MOU was designed to support the unique needs of COVID-19.

Reorganized the Appendix MOU section for ease of reading.

26. (7/31/20) MOU COVID INSTRUCTRUCTIONAL MODALITIES 2020-2021

27. (7/31/21) 2021-2022 SETTLEMENT

Article 17 SALARY AND SALARY ACCOUNTABLITY:

Stipend chart was revised to reflect changes in the number of SST Coordinator meetings.

An ongoing salary increase of 3.5% prorated by employee based on the number of retiree's accepting a $14,000 stipend.