

AGREEMENT

between

COLUSA UNIFIED SCHOOL DISTRICT

and

COLUSA EDUCATORS ASSOCIATION - CTA/NEA

July 1, 2018 – June 30, 2021
(2019.2020 – Ratified April 20, 2020)

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ARTICLE I
AGREEMENT

1. [Binding Agreement](#)

- a. The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of Colusa Unified School District ("District") and Colusa Educators Association - CTA/NEA ("Association"), reached through "meeting and negotiating" as defined by Section 3540.1(h) of the Government Code.
- b. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.

2. [Limited Reopener](#)

The calendar and compensation will be negotiated with the Association each year of this Agreement and is attached as Appendix A, B, and C.

3. [Term](#)

The term of this Agreement between Colusa Educators Association and Colusa Unified School District is from July 1, 2018 through June 30, 2021. Either party may bring up any article during the term of this Agreement to be discussed for possible changes.

ARTICLE II
RECOGNITION

1. [Recognition](#)

The District recognizes the Association as the exclusive representative of the employees in the certificated unit.

2. [Coverage](#)

The certificated unit consists of all temporary, probationary, and permanent certificated employees except the Superintendent, principals, vice-principals and school counselors. This Agreement applies only to employees in the certificated unit.

ARTICLE III

NEGOTIATION PROCEDURES

1. [Informational Materials](#)

- a. The District shall provide the Association upon request with copies of District documents necessary for the Association to fulfill its role as the exclusive bargaining representative.
- b. The District shall furnish the Association with the placement of personnel on the respective salary schedules as of October 1st.

2. [Release Time](#)

The District shall provide a reasonable amount of release time for negotiations.

ARTICLE IV

GRIEVANCE PROCEDURE

1. Definitions

The following definitions control the meaning of the terms as used in this procedure:

- a. "Grievance" means an allegation by one or more employees that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
- b. "Grievant" means the employee or employees filing the grievance.
- c. "Immediate Supervisor" means the Principal.
- d. "Party" means the grievant and the District.
- e. "Work day" means a day when the administrative offices of the District are open. The days following the last regular instructional day of the school year and prior to the first regular instructional day in the following school year shall not be counted as work days.

2. Time Limits

Since 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, each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all the parties the time limitation for any step may be extended.

3. Presentation

- a. An employee or his/her representative, or both, may present a grievance while on duty. On group grievances, no more than three District employees may participate while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the district. That approval shall not be unreasonably withheld.
- b. The District agrees that employees shall not suffer loss of compensation for time spent as a grievant, representative, or witness at a hearing held pursuant to this procedure, except as limited by this section.

4. Representation

The grievant may be represented by anyone of his/her choosing whether or not the representative is a District employee, at any formal step of this procedure. If the grievant wishes to change representatives at any step of the grievance procedure, the grievant shall give

24 hours written notice of such change to the person designated to hear the grievance at that step and to the District.

5. [Informal Discussion](#)

The alleged violation shall be discussed with the immediate supervisor with the objective of resolving the matter informally.

6. [Formal Grievance - Step 1 \(Principal\)](#)

- a. If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated no later than ten (10) work days after the event or circumstances occasioning the grievance.
- b. A formal grievance shall be initiated in writing on a form prescribed by the District and approved by the Association and shall be filed with the Principal and with the President of the Association. That form shall be completed to show the following:
 1. Grievant(s) name and work location;
 2. Grievant(s) work function;
 3. The date the grievance is delivered to the Principal;
 4. The provision(s) of the Agreement alleged to have been violated.
 5. The circumstances of the grievance (a concise statement of the facts constituting the alleged violation with dates, names and places as appropriate).
 6. The remedy sought by the grievant(s).
 7. The name of the representative, if any, chosen by the grievant(s).
 8. The signature(s) of the grievant(s).
- c. Within ten work days after the initiation of the formal grievance, the Principal shall investigate the grievance and give his/her decision in writing to the grievant. A copy shall be given to the Association.

7. [Formal Grievance - Step 2 \(Superintendent\)](#)

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, he/she may appeal the decision in writing within ten (10) work days to the Superintendent. The grievant shall identify each aspect of the Principal's decision with which the grievant disagrees. If no written decision is rendered by the Principal within ten work days, the grievant may submit the original grievance directly to the Superintendent.

- b. The Superintendent or his/her designee shall investigate the grievance as fully as he/she deems necessary, and may provide for conferences with the grievant, who shall continue to have his/her right of representation. The Superintendent or his/her designee shall respond within ten work days of the appeal, to the grievant. The response shall state the Superintendent's view of the facts and his/her conclusions respecting the contentions of the grievant on appeal. A copy shall be given to the Association.

8. [Formal Grievance - Step 3 \(Governing Board of Colusa Unified School District\)](#)

If the Superintendent's (or his/her designee's) response is not satisfactory to the grievant, or if he/she fails to respond, the grievant shall have the right to request the Superintendent to convene the Governing Board for the purpose of hearing his/her original grievance or his/her appeal. Such referral shall be made by written demand, submitted to the Superintendent within ten work days of receipt of his/her decision or his/her failure to respond. That demand shall identify each aspect of the Superintendent's decision with which the grievant disagrees. The Board of Education shall hear the appeal and render a written decision within ten (10) work days.

9. [Notice to Association](#)

When the grievant is not represented by the Association, no solution shall be finally approved until the Association is given a statement in writing of the proposed solution and five (5) work days in which to file a response. This solution cannot be in conflict with the contract.

ARTICLE V

COMPLAINT PROCEDURE

No negative and unsatisfactory evaluations shall be based upon information or material of a derogatory or critical nature which as been received by the evaluator from students, parents, and/or citizens unless the following procedures have been followed or the complaint has been substantiated:

1. [Receipt of Complaint](#)

- a. A parent or guardian of a pupil, or any person who makes a complaint to the District concerning an employee, shall be encouraged to put that complaint in writing if it is deemed to merit further consideration.
- b. If the complainant declines to make a written statement, the responsible administrator shall reduce the charge to writing, if it is deemed serious enough to pursue.
- c. If a complaint by a student, parent, or citizen about a unit member which may be used against the unit member, it shall be reported to the unit member not later than ten (10) working days of the District's determination that such complaint may be used against a unit member.

2. [Representation](#)

- a. The administration shall inform the unit member of his/her right to have Association/legal representation at any meeting that the unit member is required to attend regarding the complaint.

3. [Meeting with the complainant](#)

- a. Should either the unit member or site administrator or supervisor believe the allegations warrant a conference, the immediate supervisor shall attempt to schedule a meeting with the unit member and complainant, unless laws governing the confidentiality of the complaint require otherwise.

4. [Written Notice to Employee](#)

- a. If the matter is not resolved to the satisfaction of the complainant, he/she shall put into writing and submit the original to the unit member's supervisor. The supervisor shall provide a copy to the unit member.

The unit member shall be given time during the duty day, without salary deduction, to review the complaint.

- b. The unit member has the right to attach written and signed comments to any written

complaint filed.

- c. If the unit member believes improper procedures were followed, a grievance may be initiated.

5. [Personnel File](#)

- a. Complaints which are shown false, shall not be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.

6. [Outside Agency](#)

- a. If the nature of the charges is such that they warrant referral to an outside agency for investigation and consideration of criminal action, then any of the foregoing steps shall be waived or deferred upon request of the agency investigating for criminal prosecution.
- b. The complaint procedure set out in Article V shall not apply to the investigation of complaints filed under Federal and/or State law. Complaints alleging discrimination, harassment, and/or child abuse by a unit member shall not be subjected to this Complaint Procedure

ARTICLE VI

EVALUATION OF CERTIFICATED EMPLOYEES

1. [Purpose](#)

The purpose of evaluation is the ongoing improvement of professional performance. By October 15 the teacher and evaluating administrator will meet and agree on elements and techniques to be used in the teacher's evaluation. For each element the teacher will write at least one goal, specifying performance indicator(s) and evidence to be used in determining goal attainment. Evaluation Document is attached to this contract as Appendix F.

Probationary teachers are to be evaluated annually on all six elements specified below. At the administrator's discretion, permanent teachers may be evaluated annually or given the opportunity to establish a multi-year evaluation plan relating to at least the first three elements with a written report at least every other year.

To help assess student progress and goal attainment, probationary teachers are asked to keep a portfolio which includes representative work samples. Permanent teachers also are encouraged to use portfolios in evaluation on a voluntary basis.

Each probationary teacher is to be formally observed at least twice per year and permanent teachers who are being evaluated, observed at least once per year. Informal drop-in observations will be conducted for all teaching staff as needed. For summative evaluation of both probationary and permanent teachers, the administrator will write a performance narrative based on the mutually agreed upon goals for the elements addressed from the list below. Post observation conferences will be held within ten (10) school days following each observation. End of the year written evaluations shall be given to teachers no later than thirty (30) calendar days before the last instructional day with a conference to follow.

2. [Elements](#)

The six elements for evaluation are as follows:

- A. Engaging and supporting all students in learning.
 - 1. Connecting students' prior knowledge, life experience and interests with learning goals.
 - 2. Using a variety of instructional strategies and resources to respond to students' diverse needs.
 - 3. Facilitating learning experiences that promote autonomy, interaction and choice.

4. Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.
 5. Promoting self-directed, reflective learning for all students.
- B. Creating and maintaining effective environments for student learning.
1. Creating a physical environment that engages all students.
 2. Establishing a climate that promotes fairness and respect.
 3. Promoting social development and group responsibility.
 4. Establishing and maintaining standards for student behavior.
 5. Planning and implementing classroom procedures and routines that support student learning.
 6. Using instructional time effectively.
- C. Understanding and organizing subject matter for student learning.
1. Demonstrating knowledge of subject matter content and student development.
 2. Organizing curriculum to support student understanding of subject matter.
 3. Interrelating ideas and information within and across subject matter areas.
 4. Developing student understanding through instructional strategies that are appropriate to the subject matter.
 5. Using materials, resources and technologies to make subject matter accessible to students.
- D. Planning instruction and designing learning experiences for all students.
1. Drawing on and valuing students' backgrounds, interests and developmental learning needs.
 2. Establishing and articulating goals for student learning.
 3. Developing and sequencing instructional activities and materials for student learning.
 4. Designing short-term and long-term plans to foster student learning.
 5. Modifying instructional plans to adjust for student needs.

- E. Assessing student learning.
 - 1. Establishing and communicating learning goals for all students.
 - 2. Collecting and using multiple sources of information to assess student learning.
 - 3. Involving and guiding all students in assessing their own learning.
 - 4. Using the results of assessments to guide instruction.
 - 5. Communicating with students, families and other audiences about student progress.

- F. Developing as a Professional Educator.
 - 1. Reflecting on teaching practice and planning professional development.
 - 2. Establishing professional goals and pursuing opportunities to grow professionally.
 - 3. Working with communities to improve professional practice.
 - 4. Working with families to improve professional practice.
 - 5. Working with colleagues to improve professional practice.

3. [Personnel File](#)

- a. A certificated employee shall be given a copy of any materials to be placed in his/her personnel file. A certificated employee shall be given an opportunity to prepare written comment on any evaluation, or any other writing, before it is placed in his/her personnel file. Those comments will be attached to the material placed in the personnel file.
- b. If writings to be placed, or found, in the personnel file are negative or derogatory, the certificated employee may review the material on released time without loss of compensation. In using compensated release time, the certificated employee is free from required student contacts, or conferences with parents or administrators.
- c. Every certificated employee shall have the right to inspect materials in the personnel file upon request, in the presence of a designated representative of the Superintendent, provided that the inspection is made at a time when such person is free from required student contacts, or conferences with parents or administrators.
- d. The District shall maintain the certificated employee's personnel file at the District office.

4. [Five Year Evaluation Option](#)

- a. Unit members with permanent status who have been employed at least ten years with the school District, are highly qualified, as defined in 20 U.S.C. Section 7801 (NCLB) and whose previous evaluation rated the employee as meeting or exceeding standards may have the option of being evaluated every five years with the mutual agreement of their immediate supervisor. If the supervisor denies consent the reasons for denial shall be given in writing to the unit member.
- b. Once a unit member is on the five year schedule and the immediate supervisor feels the need to withdraw their consent, notice and a written statement of reasons shall be provided to the unit member in a timely manner before re-starting the evaluation process.
- c. Nothing in this provision shall be interpreted to limit, modify, add to, change, or otherwise restrict the rights or obligations of either the District or the employee pertaining to notices, procedures or process required by the California Education Code governing the discipline, dismissal and release of certificated employees.

ARTICLE VII

PROBATIONARY SUSPENSION AND DISMISSAL

1. Application

This procedure applies to the dismissal or suspension during the school year of certificated employees whose probationary period commenced during or after the 1983-84 school year.

2. Notice of Dismissal or Suspension

- a. A Notice of Dismissal or Suspension shall be given at least thirty (30) days prior to the stated effective date of such action and no later than March 15 of the employee's second probationary year.
- b. The Notice of Dismissal or Suspension shall state the reasons for such action with sufficient particularity to permit the employees to prepare a defense.

3. Suspension

- a. Suspension may be proposed or determined for a specified period of time. The period of time must be reasonable in light of the violation or deficiencies, and may not exceed fifteen (15) work days.
- b. Suspension is without pay and for a stated number of work days of the employee, and may be initially proposed by the District, recommended by the hearing officer, or determined by the Governing Board.
- c. When suspension is initially proposed by the District, no more severe penalty may be recommended by the hearing officer or determined by the Governing Board.

4. Grounds

- a. One ground for dismissal or suspension is unsatisfactory performance as determined by an evaluation conducted in accordance with the Stull Act and any negotiated contract provisions.
- b. The second ground or basis for dismissal or suspension is any one or more of the causes specified in Education Code Section 44932.
- c. When the ground specified in Subsection a. above is a cause for action, then a copy of the evaluation conducted in accordance with the Stull Act shall be attached to the notice.

5. [Request for Hearing](#)

The employee must file a written request for hearing within fifteen calendar days of receipt of the Notice of Dismissal or Suspension. Filing means receipt in the office designated no later than regular close of business on the last day of the filing period. Failure to file such request in a timely manner shall be deemed a waiver of the right to a hearing and the proposed action shall be effective upon action by the Governing Board without notice or hearing except as may be required in a board meeting agenda.

6. [Conduct of Hearing](#)

- a. Upon receipt of the request for hearing, the District shall immediately contact the State of California Office of Administrative Hearings to contract for services of an administrative law judge appointed by that office to conduct the hearing.
- b. The contract shall be made pursuant to the authority granted by Government Code Section 27720 and following.
- c. Oral evidence shall be taken only on oath or affirmation.
- d. Each party shall have the following rights:
 1. To representation;
 2. To call and examine witnesses;
 3. To introduce exhibits;
 4. To cross-examine opposing witnesses on any matter relevant to the issues even though the matter was not covered in the direct examination;
 5. To impeach any witness regardless of which party first called him/her to testify;
 6. And to rebut evidence against him/her.
- e. If respondent does not testify on his/her own behalf he/she may be called and examined as if under cross-examination.
- f. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purposes of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in a civil action. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing. Irrelevant and unduly repetitious evidence shall be excluded.

7. [Decision of the Hearing Officer](#)

The recommended decision of the hearing officer shall be in writing and shall state findings of fact and determination of the issues.

8. [Review by the Governing Board](#)

The Governing Board, at its next meeting which is not less than five work days after the recommended decision of the hearing officer is received at the District Office, shall act upon that decision. If the Board decides not to approve the adverse decision or decides to modify a decision, it must read the transcript of the proceedings, review the exhibits, and listen to the argument.

ARTICLE VIII

TEACHER WORK YEAR

1. Work Year

The work year shall consist of one hundred eighty six (186) days.

a. There shall be one hundred eighty (180) instructional days plus three (3) pre-service days and three (3) buy-back days.

b. Buy-back Days

Buy-back days will be “site driven”, so that the timing and specific needs of each site remain, to the extent reasonably possible, controlled by each individual site. The days will be scheduled in hourly increments, at times after school, or at other non-contract times depending on the needs and determination of each site. Teachers will receive their daily rate of pay, paid on schedule and attendance will be mandatory. Teachers out on any leave during a scheduled buy-back activity shall be responsible for doing the makeup activities or they will be docked for an equivalent amount of time. The sites will provide makeup activities.

Teachers will utilize one of the three buyback days as a staff development activity of their choice, with the following conditions:

- Activity must be pre-approved by site administrator.
- Activity must take place between June 1 and May 30.
- Unused flexibility day cannot be carried over to a new school year
- Staff may elect to take one full day (no partial days) to prepare for the upcoming school year in their classroom.
- Staff may elect to take this time to assist in the supervision of students at school events (sports, dances) beyond the three events already required.
- Unused buy-back day will be charged as no-tell, comp day or unpaid day based on available options to the employee. Personal Necessity and sick days are not allowable options for an employee not fulfilling the flexible buy-back day option.

c. Teachers who are serving in non-classroom assignments (i.e. Reading Specialist, Reading Coach, Teacher on Special Assignment, etc.) that do not require a substitute if absent and who are required to provide service outside the adopted 186-day calendar, must submit a work year calendar that may contain no-work days within the 186-day calendar. The work calendar (electronic or paper copy) must be submitted by August 15. The Work Year Calendar shall address the required number of work days for the individual and would require monthly monitoring by the teacher’s supervisor. The Work Year Calendar shall be submitted to the supervisor prior to the beginning of the year for approval and an approved copy submitted to the Personnel Department. Subsequent changes to the work calendar need to follow the same procedure. If the teacher elects to not submit a work calendar, then they are expected to follow the general education teacher calendar, and meet the expectations outlined in 1.a. – b. above. However, in this case the teacher must use sick/NT

days when absent. Any comp time earned beyond the teacher's prescribed work year would apply per regulations in Article X Salaries, Section 5 Compensatory Time Off.

2. School year calendar for 2020-21 is attached.

ARTICLE IX

HOURS OF EMPLOYMENT

1. Work Day

Teachers are required to be present at their respective assignment area for admission of pupils before the time prescribed for commencing of school. Teachers shall remain at the school long enough to ensure a professional and adequate performance in the discharge of duties. Such time shall not be less than thirty minutes after the close of the regular school day. On a case by case basis, this may be reduced by the mutual consent of the teacher and his/her principal.

The expected arrival time for all certificated staff will be 7:50 a.m.

Due to the Wednesday Early Release Day change that was made in 2002-03, all certificated staff members will be released from their regular contract day 10 minutes early on Fridays.

2. Non-Instructional Duties

Employees shall perform such profession-related non-instructional duties as, but not limited to, attendance at faculty meetings and advisory council meetings, on and off-site supervision, curriculum development, in-service sessions, and pupil, parent, and administrative conferences. Duties beyond the instructional day may include: Site council meeting, Curriculum Committees, IEP, Advisory meetings, SST's, Back to School Nights, Open House events, ELAC and DLAC meetings, Staff meetings, Graduations, Other occasional activities related to the essential functions of the school.

3. Parent/Teacher Conferencing

- a. There will be one Parent Conference day as one of the 186 contracted work days for grades TK-6. Parent conferences under this application must occur within two weeks prior to or after the end of the first trimester, unless prior authorization is secured from site administrator.

If teachers have scheduled or completed all of their parent conferences, they do not have to report on the designated Parent Conference Workday..

1. For teachers in Grades 7-12, the scheduled Parent Conference day may be taken as a day off if:
 - A. The teacher has collaborated with at least one other teacher on a project focused on improvement of the curriculum, assessment system or instructional plans.
 - B. The project meetings occur at a time outside of the normal instructional hours.
 - C. The project is planned in advance and approved by the site principal's by September 1st.

- D. The teachers involved maintain a log of the date, time and location of project meetings, and submit a log with their completed project.
 - E. The completed project must have the principal's signature attesting that the produce meets the plan's expectations.
 - F. The completed project is submitted for principal approval at least one week prior to the planned Parent Conference Workday.
- b. The teacher shall strive to confer with all parents in respect to whom the teacher is assigned responsibility. The content, structure, and timing of the conferences shall be determined at each school site.
 - c. No parent shall be scheduled during the lunch break without voluntary consent of the teacher.
 - d. Any conference in excess of 15 shall be paid at a rate of \$20.00 per conference, and;
 - e. For purposes of this application, only one parent conference is allowed per student, unless prior authorization is secured from site administrator.
 - f. Parent Conferences must be completed before the scheduled Parent Conference work day. If the parents do not show for two scheduled conferences, the teacher will discuss the situation with the principal and determine the best course of action.
 - g. Teachers may conduct conferences during the professional day; during prep periods, before school or after school. Teachers may delay conference, with approval, to facilitate inclusion of student assessment data, and this must occur within one week of the end of the trimester.

Any teacher who wishes to wait until after report-cards are issued to hold parent teacher conferences may take off during the scheduled conference date if:

1. The teacher has made the principal aware in advance and
2. Prior to the scheduled conference date, all parents are contacted and conference dates and times are noted on a calendar and that calendar is submitted to the principal.

4. [Instructional Day](#)

The school day shall not be less than the minimum instructional minutes necessary to comply with State required daily/annual instructional minute minimums.

ARTICLE X

SALARIES

1. [Advanced Degree Stipends](#)

Teachers with an earned Master's Degree will be paid an additional \$800.00 per year. Teachers with an earned Doctor's Degree will be paid an additional \$1,000.00 per year. The cumulative amount is \$1,800.00.

Teachers with a language development certificate will be paid an additional \$200.00 per year. Teachers with a bilingual credential shall be paid an additional \$2000.00 per year. The language development and bilingual credential stipends shall not be cumulative.

A transcript or other evidence satisfactory to the District shall be on file prior to the commencement of the school term to receive this amount(s).

2. [Professional Hourly Rate - Teacher Compensation](#)

The professional hourly rate for extra compensation purposes shall be established each year by dividing the Class 1 Step 1 salary by the total contract days (Currently 186 days) and dividing that by 6 hours. The final result is the professional hourly rate for the subsequent year.

3. [Salary Schedule](#)

The bargaining unit salary schedule is shown in Appendix "A" attached hereto and incorporated herein by this reference. Effective July 1, 2006 a maximum of 15 years of teaching experience shall be granted for salary placement of a new employee on a one for one year of allowable service credit. Criteria and process for adding units towards movement on the Salary Schedule are found in Appendix "D, Salary Units Requirement."

4. [Extra-Curricular Pay Schedule](#)

a. The extra-curricular assignments enumerated on Appendix "B" are voluntary. However, once the assignment is accepted, the employee is obliged to complete the assignment for the school year.

b. The high school athletic director shall be released from other duties for two periods per day and receive the approved stipend or be released for one period per day and receive the approved higher stipend. The high school activity director shall be released from other duties for one period per day and receive the approved stipend. The scheduling of those release period(s) shall be at the discretion of the principal after consultation with the employee. The middle school athletic director and activity director shall receive stipend only

- c. The extra-curricular schedule shall receive the same increase as the salary schedule with the exception of categorical and special funded stipends. Categorical and Special Funded stipends are reviewed and approved by site and district administration.

5. [Compensation for Providing Substitute Service during Prep Period or Supervising Additional group of Students during Instructional Time](#)

Teachers may receive compensation for providing substitute service during their preparation period or for supervising an additional group of students during their scheduled instructional time, based on the following guidelines:

- a. Teachers can accumulate an unlimited amount of compensatory (comp) time during the school year;
- b. With advanced notice and approval, teachers may use a maximum of two (2) comp days per school year;
- c. Teachers may carry over a maximum of two (2) documented comp days to the next school year;
- d. Teachers will be paid at the applicable hourly rate set by dividing the teacher's current salary (Class and Step) by the total contract days and then divided by 6 hours.
- e. Teachers will be paid one hour for any class period that is less than one hour.
- f. At grades K-6, comp time is earned by a teacher supervising 50% of another class for all or a prorated portion of the day, multiplied by 50% of the applicable hourly rate. For example, a teacher supervises 50% of another class for 3 hours would earn 1.5 hours of pay. A teacher supervising 25% of another class for 3 hours would earn .75 hours of pay.
- g. Teachers should decide at the time they perform this service if they wish to be paid or use the time as comp time. If they wish to be paid, they must turn in a timesheet to the district office at the end of the month of the date of service. No late payments will be processed.

6. [Home School Teaching Stipend](#)

Teachers may apply for an extra assignment beyond their regular teaching assignment to teach students in the Home School. A stipend will be paid to the teacher for each student they are responsible for. The stipend amount will be based upon the teacher's full time salary on the salary schedule divided by 186 days divided by 6 hours per day. The stipend will be prorated by the number of days the student is enrolled for the school year. For example, a teacher at Class V, Step 22 will receive a stipend of \$2436 for a student who was enrolled for the 180 days. ($73,471/186/6 = \$65.83/\text{hour} \times 37 \text{ weeks} = \2436). Formula is based upon one hour a week per student. If the student is enrolled for less than 180 days, the stipend will be prorated as to how many days enrolled divided by 180. Assignment of students will be based upon seniority of teacher. If a real and compelling reason exists to conclude that the incoming students would not perform well when paired with the next teacher in line for assignment, the principal will assign the student the next teacher (based on seniority) who meets the needs of the student. Teachers will be paid mileage to visit the student. Mileage will be based upon the teacher's assigned workplace to the student's home and back.

ARTICLE XI

EMPLOYEE BENEFITS

1. Health Benefits for Active Employees

Any certificated employee holding a position working .5 FTE or more, shall be eligible for 100% coverage in the Health Insurance Program offered by California's Valued Trust (CVT). All eligible employees must be covered under the Health Benefits. They may not choose to be excluded from coverage. An employee who is less than .5 FTE may purchase health benefits from the District health insurance provider, if permitted by the provider in accordance with the provider rules.

Annual coverage for a new employee, employed at the beginning of a school year, will begin the first day of the month following the first day of actual paid status. In most cases this will be September 1. A teacher working the entire school year will be granted 12 months of coverage. An employee leaving the District before the end of the school year will be covered until the last day of the month in which they completed their last work day.

The employee shall have a choice of the plans offered by the parties agreed upon carrier. Dental and Vision Insurance Plans are designed by the bargaining unit within the options offered by CVT. The employee will also obtain full coverage in the Dental and Vision Plans.

Effective October 1, 2005, the District shall pay \$875.40 per month toward the cost of the plans for Medical, Dental and Vision. The employee is responsible for any amount above the \$875.40. The employee and all eligible dependents will be covered for the same premium. Any amount above the cap of \$875.40 will be deducted from the employee's monthly paycheck. Effective with the 2006-2007 contract year, the current cap amount, including any adjustments thereto shall be listed on the Salary Schedule.

2. Post-Retirement Health Insurance Program

- a. Subject to the lifetime cap outline below set forth herein, the District will pay up to \$10,000 annually toward a District provided health and welfare benefit plan. No more than \$10,000 will be paid in any fiscal year. The retiree chooses which plan(s) he/she will be covered under.
- b. If the full \$10,000 is not paid out during any fiscal year, the unpaid balance shall be carried forward to be paid toward the District provided health and welfare benefit plan in the following fiscal year(s). The District will not pay more than \$10,000 plus any carryover each fiscal year.
- c. The total amount paid pursuant to this program, regardless of any amount paid in any given fiscal year, shall not exceed a cumulative total of the amounts listed below. Payment toward the District provided health and welfare benefit package selected by the employee shall continue until the employee's death or until the District has paid the total capped amount listed below, whichever occurs first.

- d. Payment shall cease upon the employee's death, regardless of whether the District has paid out the full cap. In the event of the retiree's death, if the District's health and benefit plan carrier permits continued coverage for the employee's surviving spouse, the District will continue to pay any unused portion of the cap amount toward the District provided health and welfare benefit plan, subject to the \$10,000 annual payment restriction. Payments will terminate upon the death of the surviving spouse or upon exhaustion of the original cap, whichever occurs first. This benefit, based on the fiscal year, will be offered to employees who are at least 55, but not older than 63 as of June 30th of the year of retirement. The benefit will be a total of \$50,000.

Eligibility Requirements

In order to obtain benefits pursuant to this Post-Retirement Health Insurance Program, employees must meet the following criteria:

1. The retiring employee must be at least 55 years of age and a current member of the CEA bargaining unit.
2. The employee must have 20 years of service as a credentialed employee within the District preceding his/her retirement.
3. Employees wishing to take advantage of this retirement program must opt in by submitting their irrevocable notice of resignation/retirement.
4. Retirements which occur during the school year will have benefits under this plan prorated by percentage of contract completed.

3. Salary Protection

The District will pay the premium for the Group Salary Protection Plan, Plan D Plus provided by The Standard Insurance Company.

ARTICLE XII

ASSIGNMENTS AND REASSIGNMENTS

1. Definition

- a. "Assignment" is the placement of a unit member in a specific position. "Assignment" does not mean any extra-curricular duty.
- b. "Change in Assignment" is any change in a unit member's "assignment" as defined above.
- c. "Reassignment" refers to any administrative action which results in changing the assignment of a teacher from that previously held, other than a transfer.

2. Responsibility

- a. The Principal is responsible for the assignment of all certificated personnel within the school to satisfy instructional staff balance.

3. Criteria

The Principal shall, in considering any assignment base his/her determination on: Credentials, teaching experience in a subject matter or grade level, documented staffing needs for the effective operation of the school, the employee's background, training, major & minor field of study, advanced degrees of study, and preparation for the position, seniority and the success in former positions.

The District shall not change a member's assignment for arbitrary, capricious, or discriminatory reasons.

4. Change in Assignments or Reassignments

- a. Once each year, a unit member may submit a District "Placement Preference Form." Such Placement Preference Forms must be received by the site Principal no later than March 15th in order to receive consideration for the following school year. The Principals shall consider all timely submitted unit members' preferences in making assignments for the following school year.
- b. Prior to the announcement of any change in assignment the Principal shall confer with the unit member to discuss any proposed change of assignment. The unit member may request that the specific reasons for the change be given to them in writing.
- c. Not later than April 30th, unit members shall be given notice of tentative assignments for the next school year.
- d. A list of tentative staffing assignments for the next school year shall be posted in at least two (2) conspicuous locations in each school by May 1st. The list will also be sent

to each CEA site representatives and president

- e. A change in assignment shall not be made arbitrarily or capriciously.
- f. By mutual consent of the district and the teacher, a teacher may elect to participate in a Reduced Workload Program Assignment. (Willy Brown Act Education Section 22700-22724)
To qualify, the teacher must:
 - Be age 55 prior to RWP effective date
 - Have been employed full time for ten years in a certificated position
 - Have a salary not greater than their school principal
 - Agree to work at least 50% of the time
 - In order for a teacher's request to be considered for the future year, the request must be submitted by March 1st for the upcoming July fiscal year start date.

The employee will receive a prorated salary amount but will retain the full Health Benefit cap.

ARTICLE XIII

TRANSFERS

1. Definition

A "transfer" refers to movement of a teacher from one school site to another. A transfer may be teacher-initiated ("voluntary") or administration-initiated ("involuntary"). A unit member assigned to more than one work site shall be considered as being transferred only when moved from one District-wide program to another program.

2. Responsibility

The Superintendent is responsible for the transfers of all certificated personnel within the District to satisfy instructional staff balance.

3. Publication of Vacancies

- a. A "vacancy" is any new position, an opening arising from a resignation, retirement, or termination, any position to which a unit member is not assigned or which is not committed for the purposes of leaves, unresolved involuntary transfers or layoffs.
- b. All unit vacancies which occur between November 1 and June 30th of the current school year, and which are not part of unresolved involuntary transfers, will be posted. These positions may be filled from internal applicants.
- c. Subject to the provisions set forth above, notices of vacancies shall remain posted for at least five (5) working days. Vacancy notices shall be posted as soon as the District determines that a vacancy exists and shall include the position description and location, grade level or subject matter assignment, credential and other special requirements.
- d. District shall publish vacancies through the mass email of District accounts. Teachers wishing to be informed of vacancies which occur during the summer shall check their emails frequently during the summer months.

4. Voluntary Transfers

- a. Teachers may request voluntary transfers. Teachers requesting voluntary transfers shall submit the request in writing to the Human Resources Office. This request shall be submitted by the deadline posted in the notice of vacancy. During the summer, notice of intent to request voluntary transfer may be communicated by phone to the Human Resource Office to be followed by a written request for the transfer.
- b. Requests for voluntary transfers for each vacancy filled shall be processed as follows:
 1. The Human Resources Office shall determine whether each unit member requesting the transfer holds the necessary credential and endorsements/authorizations.

2. Of those requesting a transfer, the appropriately credentialed unit members shall be informally interviewed. Unit members may be offered the posted position(s) prior to any hiring of qualified non-unit applicants.
3. If a voluntary transfer is denied and the unit member requests reasons for the denial, the appropriate site administrator shall meet with the unit member to discuss the specific reasons.

5. Involuntary Transfers

- a. The District may seek volunteers before involuntarily transferring a unit member to fill a vacancy unless such unit member is being transferred to improve his/her performance pursuant to section 6c of this article.
- b. A teacher who is to be involuntarily transferred shall be given the reasons in writing, if requested, for the impending transfer. The teacher to be involuntarily transferred shall have the right to indicate preference from a list of vacancies, if more than one vacancy exists. The Superintendent or designee may honor such preferences.
- c. An involuntary transfer may be initiated by the District due to changes in enrollment, school closure and openings, staffing shortages or surpluses within a school and/or department, educational needs, or to improve performance as documented by evaluation(s), or to otherwise meet State and/or Federal requirements, including but not limited to American With Disability Act requirements. In a non-evaluation year, or after a written evaluation has been given in an evaluation year, other substantive documentation may be used to justify an involuntary transfer to improve performance. No unit member shall be involuntarily transferred for arbitrary, capricious or discriminatory reasons.
- d. Written notice of an involuntary transfer, and specific reasons when requested by the unit member, shall be given to the unit member during a conference with the originator of said change prior to implementation of the involuntary transfer. A minimum of five (5) days notice shall be provided to the unit member prior to implementation of such transfer.
- e. Unit member(s) involuntarily transferred may be placed in open positions comparable as possible to the previously held position(s).
- f. An involuntary transfer shall not result in the loss of compensation, seniority, or any fringe benefit to a teacher.
- g. If a teacher is involuntarily transferred within less than fifteen days notice to a position he/she is not presently prepared to teach, he/she shall be given released time for lesson preparation before the actual transfer takes place up to a maximum of ten (10) working days.

ARTICLE XIV

LEAVES

1. General Conditions

- a. Employees on paid leave of absence shall be entitled to continuance of all District-paid premiums on the agreed upon carriers' selected Insurance Plan, as specified in this Agreement. Employees on unpaid leaves of absence shall be entitled to continue their coverage of any group benefits provided through the District; however, they must pay the full cost of such benefit for the period of unpaid leave.
- b. Employees returning from leave, whether paid or unpaid, shall be assigned or transferred as needed in the judgment of the Superintendent.
- c. On forms prepared and approved by the District, any unit member may donate up to five (5) days accumulated and unused sick leave days, in full or half-day increments to a specifically named unit member who has suffered a long-term illness or disability and who has exhausted all fully paid leaves. Donated sick leave day(s) will be allocated from the donor(s) on an equal basis as is practicable. No unit member may donate more than five (5) days accumulated in any school year (July 1 through June 30).

Employees receiving donated leave pursuant to this article shall use any leave credits that he/she continues to accrue on a monthly basis.

All transfer of sick leave is irrevocable.

Unused donated sick leave days shall be returned to the donor(s) in full or half-day increments at the end of the school year.

The association agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision.

The Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.

The Association agrees to indemnify and hold harmless the District from any loss or damages arising from the implementation of this provision.

In the event of a grievance, claim or lawsuit challenging the legality or enforcement of this provision, the District may terminate this provision upon written notice to the Association.

2. [Military Leave](#)

The rights of employees to military leave are as specified in the Military and Veterans Code of the State of California.

3. [Sick Leave](#)

- a. Every teacher employed five days a week shall be entitled to ten days leave of absence for illness or injury with full pay for a school year of service. A certificated employee employed for less than five school days a week shall be entitled, for a school year of service, to that proportion of ten days' leave of absence for illness or injury as the number of days he/she is employed per week bears to five school days per week. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the school year. If such employee does not take the full amount of leave allowed in any school year under this section, the amount not taken shall be accumulated from year to year. At the beginning of each school year, each employee shall be notified of the balance of accumulated sick leave.
- b. The term governing extended sick leave shall not apply to the first ten days of absence on account of illness or accident of any such employee employed five days a week or to the proportion of ten days of absence, to which such employee employed less than five days a week, is entitled hereunder on account of illness or accident.
- c. Upon return to work, the employee will sign a statement attesting to the nature of the illness or injury. The Superintendent may require such proof of illness or injury as she/he deems appropriate.

4. [Extended Sick Leave](#)

When a teacher is absent from his/her duty on account of illness or accident for a period of five school months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which would have been paid to a substitute had one been employed.

5. [Maternity Leave](#)

- a. An employee may use paid sick leave for temporary disability related to pregnancy or childbirth. Expectant mothers who wish to absent themselves from duty for reasons other than actual physical disability prior to and following childbirth shall be granted uncompensated maternity leave. This is also available to the employee who adopts an infant child and such employee has the primary responsibility of child care.

Certificated employees shall be entitled to use up to six (6) weeks of their accumulated sick leave, which shall include days allowed for personal necessity, for purpose of adoption leave.

- b. This leave shall not exceed one full school year without the consent of the District.
- c. Request for maternity leave shall be submitted in writing addressed to the Governing Board and delivered to the Superintendent at least two calendar months prior to desired commencement date of the leave or by February 15th, if a leave is being requested for the following school year and such need is known by February 15th.
- d. A letter from the employee's physician certifying the employee is pregnant and the expectant date of birth of the child shall accompany the request for leave or in the case of the adoptive parent a letter from the adoption source certifying the adoption and the fact that the employee has the primary responsibility for child care.
- e. The employee's request for leave shall specify the inclusive dates the employee desires to have the leave.
- f. The District may adjust the inclusive dates of the requested leave to coincide with natural breaks in the school calendar.

6. [Maternity Disability Leave](#)

This leave commences with the onset of disability due to pregnancy unless the employee is on a Board-approved uncompensated leave. The employee may claim sick leave pay and/or extended disability pay for no more than that limited period of time when the employee's physician certifies in writing that she was actually physically disabled to perform in her duties because of pregnancy, miscarriage, abortion, childbirth, and the recovery there from. It is not intended to provide for a period of rest prior to or following childbirth or for child care. At the earliest possible date the employee shall give notice to the District of expected birth. An employee shall continue to work until such time as her physician deems that her physical inability to perform her duties require the commencement of leave.

7. [Jury Duty](#)

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amounts received for jury duty and the employee's regular rate of pay. A meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

8. [Sick Leave Allowed for Personal Necessity](#)

- a. An employee may use, at his/her election, during any school year, not more than their annual allotment of sick leave in the case of personal necessity without providing the specific reason. The employee shall not be required to secure advance permission for leave taken for any of the following reasons:
 - 1. Death or serious illness of a member of his/her immediate family. Immediate family means mother, father, grandmother, grandfather, or any grandchild of

the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, step-parents or step-children, foster parents and children, or any relative living in the immediate household of the employee.

2. Accidents involving his/her person or property, or the person or property of a member of his/her immediate family.
- b. The Superintendent, at her/his discretion, may require proof of all personal necessity requested after the employee has used their annual allotment of leave days.
 - c. In order to be granted leave for personal necessity, other than for the type shown above, the employee shall request such leave from his/her site Principal. The Principal may grant leave without pay or may allow use of sick leave days for the leave. If the employee is not satisfied with the response from the Principal, a written request for leave may be submitted to the Superintendent for review. In emergency situations where a request in advance is not possible, approval for leave taken may be given subsequent to the leave.
 - d. Except in cases of emergency, twenty-four hours prior notice shall be given to the site administrator who shall approve or deny the leave, based on district or school needs, and/or limit the number of employees who may use this leave on any one day.
 - e. The changes approved in May 2014 were in effect for one school year only. The data has been reviewed as of March 2015. The recommendation to the Board is to continue this practice indefinitely.

This leave shall not be used for participation in Association activities and/or activities related to concerted activities and work stoppages.

9. [Industrial Accident and Illness Leave](#)

- a. Allowable leave for an industrial accident or illness shall be for not less than sixty days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for this District in any one fiscal year for the same accident.
- b. Such leave is not accumulated from year-to-year.
- c. Industrial accident or illness leave shall commence on the first days of absence.
- d. Industrial accident and illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability award.
- e. When a teacher is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code will result in a payment to him/her

of not more than his/her full salary otherwise payable for period of disability.

- f. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused sick leave due him/her for the same illness or injury.
- g. Upon termination of the industrial accident or illness leave, the employee shall be entitled to sick leave and extended sick leave. If the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
- h. During any paid leave of absence, the employee may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.

10. [Bereavement Leave](#)

Each teacher is entitled to a leave of absence not to exceed three days, or five days if travel in excess of 300 miles is required, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from any accumulated leave. "Member of the immediate family," as used in this paragraph, means the employee's or the employee's spouse's: mother, father, brother, sister, grandmother, grandfather, aunt, uncle, or any grandchild, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, step-parent or step-child, foster parent or foster child, or any relative or registered domestic partner living in the immediate household of the employee

11. [Family Medical Leave](#)

- a. Unit members are eligible for unpaid family and medical leave pursuant to applicable Federal and State law and Labor Code 233.

12. [Association Business Leave](#)

A total of ten (10) days Association Business Leave shall be allowed by the district on condition that a competent qualified substitute employee is available and willing to serve. The designated representative of the Association and officers of the Association shall be allowed to take such leave for conducting Association Business or to attend state or local conferences. Substitutes hired by the District to cover such absences shall be paid for by the Association. At least five (5) normal business days advance notification of intent to take such leave shall be given to the Superintendent by the Association President.

ARTICLE XV

CLASS SIZE

1. [Statement of Class Size](#)

Class size shall be consistent with requirements for eligible programs for which the District actually receives State funding for class size reduction.

2. [Consultation](#)

The Principal shall consult with staff within ten (10) teaching days of his/her finding that the average levels, as noted above, have been exceeded. All reasonable effort to adjust sizes to acceptable levels shall be made within the next ten days. (Traditional large-group instruction or experimental classes shall not be subject to these limitations.)

3. [Full Time Independent Study](#)

The ratio for students per Home School Teacher is 30:1.

ARTICLE XVI

SAVINGS

1. [Effect of Invalidity](#)

If any of the provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or by a decision of the Public Employment Relations Board, the remainder of this Agreement shall not be affected thereby.

2. [Re-institution](#)

Should a provision be deemed invalid, the District shall reinstate any benefit reduced or eliminated up to the extent provided in the Agreement as long as the re-institution is allowable under law or the court's decision.

ARTICLE XVII

CONCERTED ACTIVITIES

1. [No Strikes, Etc.](#)

There will be no strike, work stoppage, slow-down, or interference with the operations of the District by the Association or its officers, agents or members, during the term of this Agreement.

ARTICLE XVIII

SHARED CONTRACTS

1. [Definition](#)

“Shared Contracts” refer to the authorization of two teachers sharing the responsibilities of one full time assignment.

2. [Eligibility](#)

A. Shared teaching assignments may be available to teachers who possess a clear credential. At least one of the teachers must be tenured and both teachers must mutually agree to work together. Teachers must submit either their request, including their plan and calendar for such an assignment, to the Superintendent or designee by March 15 of the preceding school year or their request to dissolve an existing assignment.

B. Teachers requesting a shared assignment shall be informed of the status of their proposal by April 30.

3. [Rights of Employment](#)

A. Discontinued Agreements

Voluntary – Employee-dissolved agreement becomes voluntary transfer/reassignment based on availability of positions.

Involuntary – Management-dissolved agreement becomes involuntary transfer/reassignment for amount of current contract percentage of position or greater.

4. [Responsibilities](#)

A. Teachers will be assigned a proportionate share of instructional days and adjunct duties. Principal must allow or require both teachers to be present at annual parent conferences.

B. Both teachers shall attend open house and back-to-school programs, and may be expected to attend staff meetings and other professional activities.

C. Both teachers will assume full responsibility for the class’s instructional program. They will meet regularly to jointly develop lesson plans and ensure clear lines of communication with parents/guardians.

D. Both teachers are expected to work a full day on at least the first day of a new school year.

- E. Both teachers are expected to work the contracted days of district “buy-back” staff development and the contracted days of district “pre-service” activities.
 - F. Whenever one of the teachers sharing an assignment is absent, the other teacher sharing the assignment shall make every reasonable effort to perform substitute teaching duties. Days served in this capacity will not count towards service credit referenced in 5.G. of this article.
5. Salary, Leaves, Health and Welfare Benefits
- A. Each teacher will receive their prorated salary according to their individual placement on the salary schedule.
 - B. Each teacher will be compensated, at their individual daily rate of pay, for the contracted “buy-back” days, contracted “pre-service” days, and first day of a new school year, if not part of their work calendar.
 - C. Any stipend earned by individuals in a shared contract will be paid as a full stipend, not prorated.
 - D. For shared contract participants, substitute pay will be based on the professional rate and conditions agreed to in the CEA-CUSD contract.
 - E. All “leave” days authorized in the CEA-USD contract will be applied on a prorated basis, using the percentage of contracted instructional days. Full days will be rounded off, not to exceed the numbers of days granted a full-time equivalent.
 - F. There shall be one full District contribution available for Health and Welfare Benefits for the set of shared contracts equaling one Full time Equivalent bargaining unit member position. The partners may decide on the distribution of this contribution. For example, one partner may have 100% and the other may have 0% or 50/50 or any other portion not to exceed 100%. Any decision between partners must be unanimous. If a unanimous decision cannot be reached between the partners, the District will offer a pro-rated portion of the District contribution according to percent of assignment contracted. In no case, will the District pay more for benefits than it would for a full-time equivalent in the shared position.
 - G. Individuals will advance in “longevity steps” on the District salary schedule by obtaining at least 75% of a year’s service credit. Employees working on a partial or shared contract working 75% or more of any given school year shall receive a full year’s service credit. Employees working less than 75% in a school year shall continually accrue service credit for annual salary advancement in direct relation to his/her percentage of employment. When this ongoing total (excluding any year that the employee worked 75% and advanced on the schedule) reaches 75% or more, the employee shall be granted one year’s service credit and a new service accumulation begins the subsequent year.
 - H. Teachers involved in a shared contract will receive their hourly rate when they substitute in the classroom in which they are sharing a contract. If they choose to sub in another classroom, they get the current District substitute rate of pay.

Colusa Unified School District
 745 10th Street, Colusa, CA 95932
 (530) 458-7791

2019-20 Certified Salary Schedule

Retroactive to 07.01.2019
 Increase of 1.0% Adopted xx,xx,xxxx

| STEP 186 Days | CLASS I BA +15 | CLASS II BA +30 | CLASS III BA +45 or MA | CLASS IV BA +60 or MA +15 | CLASS V BA +80 or MA +30 |
|----------------------|-----------------------|------------------------|----------------------------------|-------------------------------------|------------------------------------|
| STEP 1 | 51,899 | 53,417 | 53,799 | 54,177 | 54,556 |
| STEP 2 | 53,417 | 53,799 | 54,177 | 54,556 | 56,240 |
| STEP 3 | 53,799 | 54,177 | 54,556 | 56,240 | 57,978 |
| STEP 4 | 54,177 | 54,556 | 56,240 | 57,978 | 59,769 |
| STEP 5 | 54,556 | 56,240 | 57,978 | 59,769 | 61,614 |
| STEP 6 | 56,422 | 57,978 | 59,769 | 61,614 | 63,517 |
| STEP 7 | 57,978 | 59,769 | 61,614 | 63,517 | 65,481 |
| STEP 8 | | 61,614 | 63,517 | 65,481 | 67,504 |
| STEP 9 | | 63,517 | 65,481 | 67,504 | 69,592 |
| STEP 10 | | | 67,504 | 69,592 | 71,741 |
| STEP 11 | | | 69,592 | 71,741 | 73,956 |
| STEP 12 | | | | 73,956 | 76,244 |
| STEP 13 | | | | 76,244 | 78,600 |
| STEP 16 | | | | 81,034 | 83,538 |
| STEP 19 | | | | 86,126 | 88,788 |
| STEP 22 | | | | 91,538 | 94,625 |

1. \$2000/year Bilingual Credential
2. \$800 /year Masters Degree
3. \$1000 /year for Doctorate Degree

All Stipends paid cumulatively (Maximum of \$3,800 /year)

SALARY RELATED BENEFITS

Credit for Experience: A maximum of 15 years of teaching experience shall be granted for salary placement of a new employee on a one for one year of allowable service credit.

Health / Vision / Dental: Plan Year is 10-1-19 to 9-30-20

District annual contribution to medical premiums is capped at \$10,504.80 per Employee

Salary Protection: A salary protection insurance plan is provided for employees. The carrier is CTA approved.

Extra Duty Schedule: Colusa provides a comprehensive extra duty schedule. (See Separate Extra Duty Schedule)

Annual Work Year: 186 Days

AG Teacher Work Year: 186 Days plus 20% extended contract

Professional Hourly Rate is calculated at Class I / Step 1 divided by 6.

Colusa Unified School District

745 10th Street, Colusa, CA 95932

(530) 458-7791

2020-21 Certificated Salary Schedule

Increase of 1.0% Adopted xx,xx,xxxx

| STEP 186 Days | CLASS I BA +15 | CLASS II BA +30 | CLASS III BA +45 or MA | CLASS IV BA +60 or MA +15 | CLASS V BA +80 or MA +30 |
|------------------|-------------------|--------------------|------------------------------|---------------------------------|--------------------------------|
| STEP 1 | 52,418 | 53,951 | 54,337 | 54,719 | 55,102 |
| STEP 2 | 53,951 | 54,337 | 54,719 | 55,102 | 56,802 |
| STEP 3 | 54,337 | 54,719 | 55,102 | 56,802 | 58,558 |
| STEP 4 | 54,719 | 55,102 | 56,802 | 58,558 | 60,367 |
| STEP 5 | 55,102 | 56,802 | 58,558 | 60,367 | 62,230 |
| STEP 6 | 56,986 | 58,558 | 60,367 | 62,230 | 64,152 |
| STEP 7 | 58,558 | 60,367 | 62,230 | 64,152 | 66,136 |
| STEP 8 | | 62,230 | 54,052 | 66,136 | 68,179 |
| STEP 9 | | 64,152 | 66,136 | 68,179 | 70,288 |
| STEP 10 | | | 68,179 | 70,288 | 72,458 |
| STEP 11 | | | 70,288 | 72,458 | 74,696 |
| STEP 12 | | | | 74,696 | 77,006 |
| STEP 13 | | | | 77,006 | 79,386 |
| STEP 16 | | | | 81,844 | 84,373 |
| STEP 19 | | | | 86,987 | 89,676 |
| STEP 22 | | | | 92,453 | 95,571 |

1. \$2000/year Bilingual Credential
2. \$800 /year Masters Degree
3. \$1000 /year for Doctorate Degree

All Stipends paid cumulatively (Maximum of \$3,800 /year)

SALARY RELATED BENEFITS

Credit for Experience: A maximum of 15 years of teaching experience shall be granted for salary placement of a new employee on a one for one year of allowable service credit.

Health / Vision / Dental: Plan Year is 10-1-19 to 9-30-20

District annual contribution to medical premiums is capped at \$10,504.80 per Employee

Salary Protection: A salary protection insurance plan is provided for employees. The carrier is CTA approved.

Extra Duty Schedule: Colusa provides a comprehensive extra duty schedule. (See Separate Extra Duty Schedule)

Annual Work Year: 186 Days

AG Teacher Work Year: 186 Days plus 20% extended contract

Professional Hourly Rate is calculated at Class I / Step 1 divided by 6.

**Colusa Unified School District
2020.21 Extra Duty Salary Schedule**

| Colusa High School | Stipend |
|--|----------------|
| ATHLETIC DIRECTOR (2 RELEASE PERIODS) OR | 2,302 |
| ATHLETIC DIRECTOR (1 RELEASE PERIODS) | 5,112 |
| Athletic Director plus 2 days before school at their daily rate | |
| FOOTBALL VARSITY HEAD | 3,542 |
| FOOTBALL VARSITY ASST. | 2,785 |
| FOOTBALL VARSITY ASST. | 2,785 |
| FOOTBALL JV HEAD | 2,785 |
| FOOTBALL JV ASST. | 2,280 |
| FOOTBALL JV ASST. | 2,280 |
| SOCCER BOYS | 3,039 |
| SOCCER GIRLS | 3,040 |
| BASKETBALL BOYS VARSITY HEAD | 3,294 |
| BASKETBALL BOYS JV HEAD | 2,530 |
| BASKETBALL GIRLS VARSITY HEAD | 3,294 |
| BASKETBALL GIRLS HEAD | 2,531 |
| TRACK VARSITY HEAD | 3,294 |
| TRACK VARSITY ASST. | 2,531 |
| BASEBALL VARSITY HEAD | 3,294 |
| BASEBALL JV HEAD | 2,531 |
| SOFTBALL VARSITY HEAD | 3,294 |
| SOFTBALL JV HEAD | 2,531 |
| TENNIS BOYS | 3,040 |
| TENNIS GIRLS | 3,040 |
| CROSS COUNTRY TRACK | 3,040 |
| GOLF | 3,040 |
| VOLLEYBALL VARSITY HEAD | 3,230 |
| VOLLEYBALL JV HEAD | 2,530 |
| WRESTLING COACH | 2,785 |
| CHEERLEADER ADVISOR FOOTBALL | 2,281 |
| CHEERLEADER ADVISOR BASKETBALL* | 2,281 |
| YEARBOOK | 2,025 |
| CLUSTER LEADER SCHOOL HAS DESCRETION OF USING FUNDING 1 POSITION | 1,612 |
| ACTIVITY DIRECTOR (1 RELEASE PERIOD) | 2,070 |
| MUSIC DIRECTOR | 2,277 |
| DRAMA DIRECTOR | 1,265 |
| FBLA DIRECTOR | 2,277 |
| LEAD 12th GRADE ADVISOR | 807 |
| ESA Stipend will remain unchanged through 6/30/19* | 2,504 |

5% Increase Effective 7/1/2020. BOE Approved: XX/XX/XX

| Egling Middle School | Stipend |
|--|----------------|
| INTRAMURAL GIRLS BASKETBALL 7/8 | 605 |
| INTRAMURAL BOYS BASKETBALL 7TH | 605 |
| INTRAMURAL BOYS BASKETBALL 8TH | 605 |
| INTERSCHOLASTIC BOYS BASKETBALL 7TH | 1,843 |
| INTERSCHOLASTIC BOYS BASKETBALL 8TH | 1,843 |
| INTERSCHOLASTIC GIRLS BASKETBALL 7TH | 1,843 |
| INTERSCHOLASTIC GIRLS BASKETBALL 8TH | 1,843 |
| INTERSCHOLASTIC BOYS FOOTBALL 7TH | 1,843 |
| INTERSCHOLASTIC BOYS FOOTBALL 8TH | 1,843 |
| INTERSCHOLASTIC GIRLS SOCCER 7/8TH | 1,843 |
| INTERSCHOLASTIC BOYS SOCCER 7/8TH | 1,843 |
| INTERSCHOLASTIC VOLLEYBALL 7TH | 1,843 |
| INTERSCHOLASTIC VOLLEYBALL 8TH | 1,843 |
| ATHLETIC DIRECTOR | 1,843 |
| ACTIVITY DIRECTOR | 1,843 |
| YEARBOOK ADVISOR | 1,379 |
| MUSIC DIRECTOR | 2,069 |
| CLUSTER LEADER SCHOOL HAS DESCRETION OF USING FUNDING 1 POSITION | 1,612 |
| GATE COORDINATOR Site Funded | 1,339 |
| SHADY CREEK ADVISOR can be divided by multiple staff | 1,355 |
| SHADY CREEK TEACHERS each attending teacher | 752 |

| Burchfield Primary School | Stipend |
|--|----------------|
| CLUSTER LEADER SCHOOL HAS DESCRETION OF USING FUNDING 1 POSITION | 1,612 |
| SITE FUNDED COMMITTEE POSITIONS 6 X \$768** | 4,838 |
| MUSIC COORDINATOR | 920 |

| Districtwide | Stipend |
|---|----------------|
| TCIP SUPPORT PROVIDERS | 2,000 |
| INTERN MENTOR TEACHER | 2,000 |
| TECH STIPEND (per site)(can be divided by multiple staff) | 2,000 |
| Stipend does not increase without separate Board Action | |

*Per 2019.20 TA, ESA Stipend will remain \$2,504 through 6/30/21. Discussion for possible increase will take place during full contract renewal (currently due 7.1.2021). The ESA Stipend amount will only be changed when negotiated every 3rd year.

Appendix C

COLUSA UNIFIED SCHOOL DISTRICT
745 Tenth St.
Colusa, CA 95932

2020 - 2021 SCHOOL CALENDAR

| S | M | T | W | Th | F | S | S | M | T | W | Th | F | S | | | | |
|------------------|------|----|------|------|------|-----|-----------------|------|------|------|------|------|----|--|----------------------------|--|--|
| July | | | | | | | August | | | | | | | | | | |
| | | | 1 | 2 | 3 | 4 | | | | | | | 1 | | | | |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | | | |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | 9 | {10} | {11} | 12 | 13 | 14 | 15 | August 10-11: Preservice Days | | | |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | August 12: First Day of School | | | |
| 26 | 27 | 28 | 29 | 30 | 31 | | 23 | 24 | 25 | 26 | 27 | 28 | 29 | | | | |
| | | | | | | | 30 | 31 | | | | | | | | | |
| | | | | | | | | | | | | | 14 | | | | |
| September | | | | | | | October | | | | | | | | | | |
| | | | 1 | 2 | 3 | 4 | 5 | | | | | | 1 | 2 | 3 | September 7: Labor Day | |
| 6 | {7} | 8 | 9 | 10 | 11 | 12 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | | | | |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | | | | |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | October 30: Parent/Teacher Conf. K-6 | | | |
| 27 | 28 | 29 | 30 | | | | 25 | 26 | 27 | 28 | 29 | {30} | 31 | 7-12 In-service | | | |
| | | | | | | 21 | | | | | | | | | | | |
| November | | | | | | | December | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | | | | 1 | 2 | 3 | 4 | 5 | November 11: Veterans' Day | | |
| 8 | 9 | 10 | {11} | 12 | 13 | 14 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | November 25-27: Thanksgiving Break | | | |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | 13 | 14 | 15 | 16 | 17 | <18> | 19 | | | | |
| 22 | 23 | 24 | {25} | {26} | {27} | 28 | 20 | {21} | {22} | {23} | {24} | {25} | 26 | December 18: Minimum Day | | | |
| 29 | 30 | | | | | | 27 | {28} | {29} | {30} | {31} | | | December 21 - January 3: Winter Break | | | |
| | | | | | | 17 | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| January | | | | | | | February | | | | | | | | | | |
| | | | | | | {1} | 2 | | | | | | | | | January 18: Dr. Martin Luther King Day | |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 | 1 | 2 | 3 | 4 | 5 | 6 | | | | | |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | | | | |
| 17 | {18} | 19 | 20 | 21 | 22 | 23 | 14 | {15} | {16} | {17} | {18} | {19} | 20 | February 15: President's Day | | | |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | February 16: Lincoln's Birthday (observed) | | | |
| 31 | | | | | | | 28 | | | | | | | February 15-19: No School | | | |
| | | | | | | 19 | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| March | | | | | | | April | | | | | | | March 30 - May 6: State Testing Window | | | |
| | | | | | | | | | | | | | | 1 | <2> | 3 | |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 | 4 | {5} | {6} | {7} | {8} | {9} | 10 | April 2: Minimum Day | | | |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | April 5 - April 9: Spring Break | | | |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | | | | |
| 28 | 29 | 30 | 31 | | | | 25 | 26 | 27 | 28 | 29 | 30 | | | | | |
| | | | | | | 25 | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| May | | | | | | | June | | | | | | | | | | |
| | | | | | | 1 | | | | | | | | | | | |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 | | | | 1 | 2 | 3 | 4 | 5 | May 31: Memorial Day | | |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | | | | |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | May 27: Home School/CAHS/EMS Graduation | | | |
| 23 | 24 | 25 | 26 | <27> | <28> | 29 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | May 28: Last day of school/CHS Graduation | | | |
| 30 | {31} | | | | | | 27 | 28 | 29 | 30 | | | | June 3-6: Colusa County Fair | | | |
| | | | | | | 18 | | | | | | | | | | | |

| | | | |
|--------------------------------------|----------------------------------|---------------------------------------|---------------------|
| REQUIRED CLASSIFIED HOLIDAYS: | | | LEGEND: null |
| July 4: Independence Day | Dec 24: Christmas Eve | Jan 18: Dr. Martin Luther King Day | / / Legal Holiday |
| Sept 7: Labor Day | Dec 25: Christmas Day | Feb 15: President's Day | [] Break |
| Nov 11: Veterans' Day Observed | Dec 31: In Lieu of Admission Day | Feb 16: Lincoln's Birthday (observed) | { } Preservice Day |
| Nov 25-27: Thanksgiving | Jan 1: New Year's Day | May 25: Memorial Day | <> Minimum Day |

*Board Approved: 5/20/19

SALARY UNITS REQUIREMENTS

All Units Requests:

1. Must be submitted and approved by the Units Committee (comprised of one teacher from each site and two representatives from Management Team) prior to taking a course or participation in a continuing education activity.
2. During summer only, principals/cusd business can approve unit's requests prior to taking the course.

What meets the requirement for class advancement on the salary schedule?

Credits taken at an accredited college or university.

1. Graduate or Upper Division courses taken after the Bachelor's degree (or equivalent) has been granted provided they:
 - a. Fulfill requirements for an advanced degree or;
 - b. Fulfill requirements for an additional credential or;
 - c. Are related to the teaching assignment.
2. Salary units may be granted to entry level or lower division classes in Spanish only.

Continuing Education hours to include conferences, workshops, institutes, academies, symposia.

1. Acceptable workshops and programs include ones whose purpose is to increase the professional knowledge, competence, performance, or effectiveness in education of the participants.
2. Recorded clock hours must be restricted to time spent in those portions of the conferences, workshops, or programs that contribute to participants' professional knowledge, competence, performance, or effectiveness in education. Time spent in "business" meetings of the sponsoring organization or time spent following up projects or assignments may not be recorded.
3. Continuing Education Units (15 Hours = 1 Semester Unit) to be credited for the employee's advancement on the salary schedule are:
 - a. To be **completed outside of contracted employment hours and at no expense to the district.**
 - b. In the event that such CEUs/hours (@ the current CSU, Chico CEU rate) completed and receive salary schedule credit.
4. Documentation need for pre-approval of CEUs includes a completed unit's request form with information about the conference, institute, academy, symposium or activity, including provider's contact information.
5. Verification of CEUs/hours must be documented by the sponsoring organization through (a) a letter address to the Units Committee, or (b) a certificate of completion which lists total CEUs/hours with a provider's contact name and telephone number.

To receive credit for units approved by the Units Committee, teachers must (1) submit a readable copy of their transcript to cusdbusiness, which states whether the units are quarter or semester, or (2) submit a letter or certificate to document continuing education activities which lists the total CEUs/hours completed and the provider's contact name and phone number.

Deadline for submitting transcripts or CEUs/hours for movement on the salary schedule each year: October 10 or the Monday following, if October 10 falls on a weekend. Units submitted after this deadline will be posted for salary growth the following year. Courses must be completed prior to the first day of school to be posted to the salary schedule that fall.

REQUESTS FOR UNITS APPROVAL

University credits or Continuing Education units must be submitted to the Units Committee prior to taking a course with one exception. During the summer only, principal can approve units requests provided they are submitted prior to taking the course or participating in the continuing education activity.

Name: _____ School: _____ Date: _____

| | | | |
|---|------------------|--------------------------|----------|
| College or University where credits will be earned: _____ | | | |
| Course Title: _____ | | | |
| Course #: | Code: | Number of Credits: _____ | |
| Select One: | Semester Credits | Quarter Credits | |
| Course Level: | Lower Division | Upper Division | Graduate |

OR

| |
|---|
| Continuing Education Provider: _____ |
| Contact Person Name: _____ |
| CEU* Hours: _____ |
| Advancement on the Salary Schedule is based on Semester Credits. CEU's will be converted to semester credits at the following rate: 15 hours = 1 Semester Credit) |
| *Minimum of 5 hours per application |

Brief description of Course or CEU Activity (attach course description of information flyer for CEU Activity).

Reason for taking course or pursuing continuing education activity. Explain how the activity applies to your teaching position.

Method of Verification: (Select one)

Transcript

Certificate

Letter of verification (stating number of hours and provider's contact information).

DO NOT WRITE BELOW THIS LINE

Date Received by Units Committee Member:

Units Committee Member Signature: _____

Date Approved by Units Committee:

Signature of Committee Chair: _____

Date Submitted to Personnel Office:

Teacher Evaluation

Teacher: _____ Position: _____

Administrator: _____ Date: _____

Purpose and Procedures

The purpose of evaluation is the ongoing improvement of professional performance. By October 15th the teacher and evaluating administrator will meet and agree on elements and techniques to be used in the teacher's evaluation. For each element, the teacher will write at least one goal, specifying performance indicator(s) and evidence to be used in determining goal attainment.

Probationary teachers are to be evaluated annually on all six elements specified below. At the administrator's discretion, permanent teachers may be evaluated annually or given the opportunity to establish a multi-year evaluation plan relating to at least three elements, with a written report at least every other year.*

To help assess student progress and goal attainment, probationary teachers are asked to keep a portfolio which includes representative work samples. Permanent teachers also are encouraged to use portfolios in evaluation on a voluntary basis.

Each probationary teacher is to be formally observed at least twice per year and permanent teachers, who are being evaluated, observed at least once. Informal drop-in observations will be conducted for all teaching staff as needed. For summative evaluation of both probationary and permanent teachers, the administrator will write a performance narrative based on the mutually agreed upon goals for the elements addressed from the list below. Post observation conferences will be held within ten school days following each observation. End of the year written evaluations shall be given to teachers no later than 30 calendar days before the last instructional day with a conference to follow.

**Beginning in 2005-06, permanent teachers with at least 10 years in the district and are deemed Highly Qualified by No Child Left Behind Act standards may have the option of being evaluated every 5 years with mutual agreement of their immediate supervisor.*

Colusa Unified School District

Teacher Evaluation

Teacher: _____ Position: _____

Administrator: _____ Date: _____

- A. The administrator will write a performance narrative for teachers based on mutually agreed upon goals for the Standards for the Teaching Profession. Tenured teachers will be evaluated on at least three standards. Probationary teachers will be evaluated on their goals for all six standards.

Evaluation Agreement:

1. Engaging and Supporting all Students in Learning
2. Creating and Maintaining Effective Environments for Student Learning
3. Understanding and Organizing Subject Matter for Student Learning
4. Planning Instruction and Designing Learning Experiences for all Students

5. Assessing Student Learning

6. Developing as a Professional Educator

- B. At the conclusion of the evaluation, the administrator will prepare a performance narrative based on the evaluation.

The following techniques will be used for the evaluation:

1. Classroom Observation Date(s):

2. Unplanned Observations:

3. Others:

- C. This teacher qualifies for the 5-year evaluation cycle and requests this Option beginning with the _____ school year. Teacher initials here _____.

Teacher

Administrator

Date

Date