

11/12/21

R.M. Will 11/12/2021

**Tentative Agreement**  
**November 5, 2021**

1. New Article 20(i):

To close negotiations for 2021-22, 2022-23, and 2023-24, effective July 1, 2021 (except where modified below), an 8.6493% annualized increase to the unit (the equivalent of \$1,277,0651,186,303.00), as detailed below.

The \$1,277,0651,186,303.00 will fund the following items:

- a. Effective ~~October 11, 2021~~ January 3, 2022, for the 2021-22, 2022-23, and 2023-24 school years only, the instructional day for all grade levels will increase by 12 minutes/day (60 minutes/week). ~~For the 2021-22 school year only, the length of the instructional day will be pro-rated at an increased amount (because prior to the date of implementation of this agreement the instructional day was not lengthened).~~

- i. In 2024-25, the instructional day for all grade levels will revert to status quo, as modified below in paragraph 3. The salary schedule will not be reduced to reflect the reduced instructional day.

- b. Effective July 1, 2021, the following salary increases:

- i. Modifications to the Teacher and SLP/School Nurse salary schedules (as described below and reflected on the attached).

1. Teacher Salary Schedule:

- a. Remove all A columns and column IB from the salary schedule.  
b. Band steps 1-2 together.  
i. Step 1, Class IIIB is the average between Step 1, Class IIB and Step 1, Class IVB.  
ii. Step 2, Class IIB is the average between Step 1, Class IIB and Step 3, Class IIB.  
c. Increase the salary schedule by ~~5.656.25~~ 5.656.25%.  
d. Unit members will remain placed uniformly per the requirements of Education Code § 45028.

2. SLP/School Nurse Salary Schedule:

- a. Increase the salary schedule by ~~5.656.25~~ 5.656.25%.  
b. Unit members will remain placed uniformly per the requirements of Education Code § 45028.  
c. A columns will remain on the salary schedule.

- ii. A ~~5.65~~6.25% increase to the Children's Center salary schedule, the Extra Duty salary schedule, and the rate of pay for hourly teachers (adult education and home and hospital teachers).

c. Effective ~~July-January~~ 1, 2022~~+~~, an increase to the monthly District contribution to health benefits in Article 9.2 by \$86~~7~~ to \$1,100~~+~~.

~~and~~ Retroactive payments will be made by the Dec. 2021 regular payroll, if ETA ratifies this agreement by 12/08/2021.

2. As previously agreed, the District will increase the special education stipend in Article 11.1.D. from \$1,000 to \$2,000, and will add a DECA stipend to Class III on Appendix B. These amounts are in addition to the 8.~~6403~~% (~~\$1,277,065+~~\$1,86,303.00) increase described above in Paragraph 1.
3. Effective ~~October 11, 2021~~January 3, 2022, common release time in grade levels TK-5 (reflecting a decrease in the current instructional day for grades 4-5 of 7 minutes, and an increase in the current instructional day for TK-3 of 18 minutes – notwithstanding the increase in instructional day described in Paragraph 1.a. above).
4. Agreement to the following language changes (as reflected below):
- a. Article 4 – Class Size;
  - b. Article 12 – Grievance Procedures;
  - c. Article 13 – Leaves;
  - d. Article 24 – Teacher Hours; and
  - e. Article 27 – Transfers and Assignments
5. All other articles previously signed as tentative agreements in mediation will be effective outside of mediation.
6. This and all other tentative agreements shall close negotiations for 2021-22, 2022-23, and 2023-24.

For the District:

For ETA:

Tentative Agreements Package  
November 4, 2021

1. The following articles shall be signed as tentative agreements, to be effective outside of mediation:
  - a. Article 1 – Agreement;
  - b. Article 11 – Extra Duty Compensation;
  - c. Article 13.5 – Differential Leave;
  - d. Article 22 – Calendar; and
  - e. Article 28 – Peer Assistance and Review.
2. All other articles previously signed as tentative agreements in mediation will be effective outside of mediation.

For the District:

*Renee McWili "10/4/21*

For ETA:

*Matt Malster 11/4/21*

#### ARTICLE 1: AGREEMENT

This is an agreement made and entered into this first (1<sup>st</sup>) day of July 20~~21~~<sup>18</sup> between the Eureka City Schools (hereinafter referred to as "District or ECS"), and the Eureka Teachers Association/California Teachers Association/National Education Association (hereinafter referred to as "Association or ETA").

Parties agree to a multi-year term for the Master Contract to expire June 30, ~~2024~~<sup>2024</sup>. Based on the Agreement reached on ~~September 24, 2018~~<sup>[date]</sup> and subsequently ratified by both parties, negotiations are closed for ~~2018-19~~<sup>2021-22</sup>, ~~2019-20~~<sup>2022-23</sup> and ~~2020-21~~<sup>2023-24</sup>.

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#### ARTICLE 4: CLASS SIZE

4.1. The maximum class size of report form classes shall not exceed the following:

A. **Elementary.** All elementary classes below may have one additional student permitted upon mutual consent of the teacher and principal:

1. 23 students for combination Kindergarten/1<sup>st</sup> grade.
2. 24 students for single grade or combination Transitional Kindergarten and Kindergarten classes.
3. 26 students for combination 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> grade classes.
4. 27 students for single grade 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> grade classes.
5. 267 students for combination 3<sup>rd</sup>/4<sup>th</sup> grade classes.
6. 30 students for combination 4<sup>th</sup>, 5<sup>th</sup> or 6<sup>th</sup> grade classes.
7. 31 students for single grade 4<sup>th</sup> and 5<sup>th</sup> grade classes ~~with one additional student permitted upon mutual consent of the teacher and principal.~~

B. **Middle.** All middle school classes below may have one additional student permitted upon mutual consent of the teacher and principal:

1. 31 students for multi-subject 6<sup>th</sup> grade classes ~~with one additional student permitted upon mutual consent of the teacher and principal.~~
2. 33 maximum ~~with one additional student permitted upon mutual consent of the teacher and principal~~ in 6-8 single subject classes.

C. Effective July 1, 2016, ~~secondary~~ high school (excluding continuation high schools) class size is 34 maximum with one additional student permitted upon mutual consent of the teacher and the principal.

D. Exempted from the maximums stated above are Physical Education, Performing Arts, Directed Reading and Student Government classes.

E. Rules for Counting Students for Class Size Purposes

1. A student counts toward class size limits (as calculated under Article 4) for that portion of the day that the student is in the class if the teacher:
  - a. Is a teacher of record (responsible for official school attendance record and/or assigns a grade);
  - b. Provides ongoing curriculum adjustment to either accommodate student or implement the student's IEP goals and objectives;
  - c. Is required by the student behavior plan to receive training or provide intervention;
  - d. Has a student who is in attendance for more than forty-five minutes.
2. No more than two students per teacher per day may be excluded from class size counts for any teacher. This does not apply to classes that do not have a class size maximum.

4. 2. The average size of sections of physical education each period shall be 40 to 1. Two additional students are permitted with the consent of the teacher. Site administrators and/or teachers are encouraged to attempt to balance the size of individual classes that period as much as is possible.
4. 3. Other than periods where the District is in the process of obtaining more work stations, a reasonable period while schedules are being adjusted but not more than ten (10) school days, or where the District is repairing existing work stations, the maximum size of any class shall not exceed the number of work stations available. In classes where it is difficult to determine what constitutes a work station, this determination shall be made by the general past practices as to student use.
4. 4. Special Education programs shall continue on an as is current practice basis as long as State funding for the programs continues including or except as follows:
  - A. Resource Specialist teacher's caseload maximums shall not exceed 28. If Resource Specialist Teachers are assigned more than one (1) site their caseload will be 26 or less.  
  
Part-time Resource Specialist Teacher's caseload shall be no more than pro-rata of the time employed.
  - B. Special Day Classes shall have a maximum class size of fourteen (14) unless:
    1. Every Special Day Class at the elementary level is at 14, then an additional student can be added to a special day class (15) with teacher compensation equal to \$55 (approximately equal to two hours of the intervention/summer school hourly rate) per day for the first added student.
    2. If the teacher volunteers to take the 16<sup>th</sup> student, the teacher is compensated at \$110 (or twice the daily rate in 1) per day.
    3. Compensation is for the over enrolled days.
  - C. Special Day Classes at the secondary level shall have a maximum class size of fourteen (14) students with any newly enrolled student being added to another site if at all possible. However, if:
    1. Every Special Day Class at a middle school or high school site is at 14 for any single period, then an (1) additional student can be added to that period (15) with teacher compensation equal to the intervention/summer school hourly rate for the over enrolled period.
    2. The Teacher volunteers to take the 16<sup>th</sup> student at double the hourly rate – this overrides 4.4.C.1.
  - D. Aide time shall be provided for all Special Education classes at a level of not less than as funded by the State.
  - E. Speech Therapists' caseloads shall be at a ratio of not more than 1 to 55.
  - F. Clerical assistance shall be provided to Speech Therapists for typing assessment summaries. Clerical assistance shall be provided to Resource Specialist teachers, Designated Instructional Services teachers, and Special Day teachers during Individualized

Education Program (IEP) meetings related to ~~Committee for Alternative Placement (CAP)~~, School Attendance Review Board (SARB); or suspension/expulsion.

- G. Special Services teachers shall have the privacy necessary to work effectively with students.

#### 4. 5 Home-Based Independent Study

The maximum caseload shall be twenty-eight (28) students.

The length and frequency of individual student contacts shall be as mutually determined by the teacher and the immediate supervisor.

At the request of the teacher and with the concurrence of the immediate supervisor, home-based students may be required to receive their instruction at a location other than their home, as mutually determined by the teacher and the immediate supervisor.

~~In the event that any of the students are CAP-referred students, the maximum shall be reduced by 1.5 for each CAP student.~~

Teachers will be provided by the District with all necessary instructional materials.

- 4. 6. Zoe Barnum class size maximum is twenty-one (21) with one additional student permitted upon mutual consent of the teacher and the principal except in Physical Education classes. In the event that any class exceeds this maximum, the class will be brought within the limit by the end of two (2) student days.

Zoe Barnum Independent Study/Transition program will be used for Zoe Barnum students referred because of attendance or academic problems and for new student orientation. The number of teacher preparations will be limited to what has been the general past practices for other Zoe Barnum teachers. Otherwise class size maximums, adjusted by the once per week meeting, shall prevail (i.e. shall not exceed 21 students per hour).

Class size balancing and compliance at the start of the school year shall be monitored by a committee which shall consist of the Director of Personnel Services (or other District level administrator) and one other administrator, ETA President and ETA Grievance Chairperson.

If attendance (ADA) is less than 18.0 during any month after November then enrollment may increase, not to exceed 23 for the remainder of the school year.

- 4. 7. To address health services, the district shall support the equalization of nursing time at all elementary sites. Nurses will have input on assignments within the district. District supported flextime shall be provided for each nurse for planned identified projects or needs such as: health screenings, special projects, immunization activities, staff development, and coordination activities. Nurses shall be granted 30 minutes of uninterrupted time per day in order to fulfill billing and organizational responsibilities. The district shall provide adequate private facilities for health services.
- 4. 8. Every nurse, speech and hearing specialist, or other itinerant shall have access to a computer at

each site.

- 4.9 The District will come into compliance with the class size requirements by the start of the first day of the third week of each school term.



9/9/21

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**Tentative Agreement  
September 9, 2021**

**ARTICLE 10: EVALUATION PROCEDURES**

*Effective July 1, 2019 Article 10 was revised, and the Addendum to Article 10 and current forms are available on the ECS website.*

Commented [SCLS1]: Agreed-upon language to be incorporated into CBA

10.1. The District shall meet with District teachers, including Association representatives, prior to any changes in the established standards of expected student achievement.

- A. Every probationary teacher shall be formally evaluated by the Principal or his/her designee in writing on District forms at least once each school year. The steps shall include:

Prior to November 1: A pre-evaluation conference where the teacher and evaluator shall meet and attempt to mutually agree to the elements upon which evaluation is to be based.

During the course of the evaluation period, mitigating circumstances may arise which require modification of the evaluation parameters. If the teacher being evaluated, or the evaluator, feels that modification of the evaluation elements is necessary, the teacher and the evaluator shall meet and mutually determine what changes, if any, should be made.

Prior to December 15: One (1) formal classroom observation to be followed by one conference to discuss the observation. A written report of the classroom observation shall be provided the teacher at the time of the conference.

Prior to March 1: At least one (1) additional classroom observation and at least one (1) more conference to discuss the second written observation report, which will be furnished to the teacher at the time of the conference, and the teacher's progress towards the objectives as outlined in the original plan.

Prior to March 15: Formal evaluation conference.

- B. Every permanent teacher shall be formally evaluated by the principal or his/her designee in writing on District forms at least every other year. Each permanent teacher shall be required to submit goals and objectives each year. For the duration of this agreement the evaluator and the evaluated teacher, by mutual agreement, may choose from the following approaches during their pre-evaluation conference; 1) Traditional 2) Portfolio 3) Group, Department, or Instructional Support team 4) Other by Agreement. The steps for the evaluation shall include:

Prior to November 1: A pre-evaluation conference in the year in which

evaluation will take place. The teacher and evaluator shall meet and attempt to mutually agree to the elements upon which evaluation is based.

During the course of the evaluation period, mitigating circumstances may arise which require modification of the evaluation parameters. If the teacher being evaluated feels that modification of the evaluation elements is necessary, the teacher and evaluator shall meet and mutually determine what changes, if any should be made.

Prior to January 20 for secondary and February 15 for elementary: A minimum of one (1) classroom visitation and, where appropriate, a conference.

Prior to March 15 if Deficiency Improvement Action Plan is utilized, May 15 for all others: Formal evaluation conference.

- C. Each evaluation observation shall last at least one (1) full period at the secondary level or 45 minutes at the elementary level.
- D. Any teacher who receives a negative observation report shall receive at least one (1) subsequent observation, report and conference.
- E. At least the first observation shall be arranged by the evaluator and the teacher at least two (2) days in advance of the observation.
- F. The teacher and evaluator shall take positive action to correct any cited deficiencies. The evaluator shall include specific recommendations for improvement and provision for assistance in implementing such recommendations.
- G. If subsequent remedial action eliminates a negative evaluation and/or the identified deficiencies, a statement of the improvement shall be made and attached to the negative statement.
- H. Teachers shall not be required to participate in the evaluation and/or observation of other teachers, nor shall teachers be required to assess their own performance.
- I. Should a teacher choose to assess his/her performance, he/she shall be notified before revealing the substance of such self-assessment that the matters contained therein may adversely affect his/her job security, and he/she is not required to reveal such self-assessment.
- J. The evaluator shall not include hearsay statements in his/her evaluation of a teacher.

- K. Special Education teachers receiving an unsatisfactory evaluation by a regular education administrator may request a reevaluation assisted by a special education administrator.

10. 2. General Procedures:

- A. A teacher's personal, political, organizational activities or preferences, or the introduction and open exchange of ideas, materials and positions which might be deemed to be unpopular or controversial shall not be the basis of negative evaluation.
- B. Grievances shall not be a basis of evaluation.
- C. Evaluations, other than the procedures set forth in this article, are not grievable.
- D. Evaluation forms are attached in Appendix E. Changes in current District evaluation forms shall be jointly developed by the Association and the District.

10. 3. Criteria for evaluation shall include one or more of the following:

- A. Engaging and supporting all students in learning.
- B. Creating and maintaining effective environments for student learning.
- C. Understanding and organizing subject matter for student learning.
- D. Planning instruction and designing learning experiences for all students.
- E. Assessing student learning.
- F. Performance of adjunct duties.
  - 1. Performance of adjunct duties will be separately evaluated on a separate form.
  - 2. The principal and his/her designee shall make every effort to assign adjunct duties at each school site equitably. (Time is the primary factor to be balanced.) Evaluation will be based on whether and how well assignments are carried out.
  - 3. Adjunct duties are defined as those non-instructional duties normally assigned to or participated in by teachers.

Teachers are encouraged to become familiar with the California Standards for the Teaching Profession's sixth standard: Developing as a professional educator.

10. 4. Pilot Evaluation Program

- A. The parties established a committee to explore options and develop recommendations regarding the evaluation process and forms for unit members. The committee included up to seven members selected by ETA and up to seven members selected by the District. The representatives selected by ETA represented the following groups: K-2; 3-5; and three from grades six through 12 (one from core subjects in Middle School and in the High School and one from electives; one from Special Education and one from Alternative Education).
- B. The Committee has co-chairs—one selected from the ETA team and the Assistant Superintendent of Educational Services. The co-chairs are responsible for setting agendas, planning meetings, running/facilitating the meetings, preparing final drafts and reporting results of the committee to the negotiating teams.
- C. A new evaluation system is being developed for full District implementation effective July 1, 2019. In preparation, the pilot program is implemented on a limited basis effective July 1, 2018 for the 2018-19 school year. During the course of 2018-19, the committee will meet to review the implementation and recommend modifications, if any, to the negotiation teams. The chairs of the committee will provide an update to the negotiation teams on or before March 1, 2019. The negotiation teams will meet in March and April, in order to finalize this article and the evaluation forms prior to May 1, 2019.
- D. On an annual basis, beginning August 2018 a 30-minute mandatory meeting will be held for all unit members who are scheduled to be evaluated that current school year to provide information on the new evaluation system. This meeting will be offered at each site prior to September 21<sup>st</sup> of each year during the duty day. Timelines and process will be reviewed.
- E. All probationary and temporary unit members at all sites shall participate in the pilot program.
- F. Permanent unit members at any site who are due for evaluation in 2018-19 have the option of being evaluated under the pilot program or under the current program in Article 10 above. Such unit members shall indicate their choices on or before September 21, 2018.
- G. The provisions of Education Code Section 44664 shall be available and allow the site administrator and individual unit member to agree to implement a five-year cycle for evaluation. Pursuant to the Education Code, either the site administrator or the unit member may subsequently withdraw consent for this cycle.
- H. The timelines and forms will be drafted by the evaluation committee and provided to the Association and District on or before September 21<sup>st</sup>, 2018. Adjustments to the forms, timelines and contract language will be done in 2019 March/April negotiations.

10.8 Nurses, SLPs, Librarians, and other non-traditional unit members will meet with their immediate supervisor to mutually agree upon an evaluation tool by the pre-evaluation conference. If they cannot mutually agree, the immediate supervisor will utilize the traditional evaluation process outlined in this Article.

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## ARTICLE 11: EXTRA DUTY COMPENSATION

Comment [SCLS1]: Numbering needs to be updated in CBA.

11.1. The following teachers shall receive compensation in addition to regular placement on the salary schedule:

- A. Department chairpersons shall receive compensation in addition to regular placement on the salary schedule as follows:

Tier 3 > 30 sections	\$3000
Tier 2 = 20 to 29 sections	\$2000
Tier 1 ≤ 19 sections	\$1000

Department Chairpersons shall be appointed at the High School in the areas of English, Mathematics, Social Science, Science, Special Education, World Languages, PE, Visual/Performing Arts, CTE/, and Agriculture.

Additional chair positions may be appointed at the High School as designated by the Principal. In the event that a department specified above has less than 15 sections, the appointment of a chairperson is at the discretion of the principal. If no chair is appointed, the principal shall assume the duties normally assigned to the chairperson including the ordering of supplies.

Chairperson appointments may be made at the middle school level using the same stipend allocation above for sections.

When department chairperson appointments are made outside those listed at either the high school or middle schools, the principal will clarify subjects/areas covered by that assignment. If no appointment is made, the principal of the site will assume all duties normally assigned to chairpersons including ordering of supplies.

This subsection shall not apply to Zoe Barnum High School.

- B. Librarians/Library Resource Teachers shall receive five (5) percent of their placement on the salary schedule for additional duty before and after the normal school year.

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- C. ~~Adult Education Leadership Teachers shall receive \$2,401, paid monthly, in addition to their regular hourly rate.~~
- D. Effective 7/1/18, Special Education Teachers assigned to teach a special education class shall be paid a ~~\$12,000~~ stipend (prorated for part time) on an annual basis, paid in June for previous year's service. This is to recognize special education teachers' efforts in addition to teaching and preparing for a class, including paperwork and attending IEP meetings.
- E. Effective 7/1/18 – District Athletic Trainer will receive \$16,000 annually to work with all three sports seasons. This is to include hydration testing. The District will pay for the testing supplies and any related lab fees. This stipend will be paid monthly.
- 11.3. The positions paid and amounts of payment for extra duty compensation under this contract shall be pursuant to the Extra-Duty Salary Schedule attached as Appendix B. Movement across the schedule shall be based upon one (1) step for each year served in the particular activity plus one (1) step for every three (3) years employment with the District. (For example, a coach who is on Step 7 of the salary schedule and is starting his/her sixth season in the coaching activity will be placed on Step 8.) It is additionally agreed:

Comment [SCL52]: Update the numbering.

The District will pay for such extra duty compensation services on the attached schedule as the District may authorize to be performed.

- 11.4.a. Eureka High School Class Advisors shall be paid according to the following schedule:

9<sup>th</sup> Grade Year - \$  
500 per year 10<sup>th</sup>  
Grade Year - \$1000  
per year 11<sup>th</sup> Grade  
Year - \$1500 per year  
12<sup>th</sup> Grade Year -  
\$2000 per year

The stipend may be divided evenly among (2 – 6) advisors. Class advisors are subject to the same duties as all other teachers. The advisors of a specific class have the discretion to add new advisors on an annual basis. Teachers need to declare their intention to advise by October 1 of the school year. The stipend is paid at the end of June.

Class advisor duties include Homecoming, Float building, Powder Puff, Senior Class Night, Senior Picnic, Junior and Senior Prom, fundraiser and class meeting supervision.

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- 11.4.b. Teachers may be required to perform up to a maximum of three (3) uncompensated extra duties, including Back-to-School Night. Teachers may fulfill this requirement by volunteering for available adjunct duties and signing up for them on a master chart provided at the beginning of the year. Teachers may volunteer and receive credit for (a) adjunct duties that involve student supervision - such as duty at dances, at homecoming float building activities, on rooters' buses, at the PTSA Fashion Show, at plays and concerts, and in the stands at athletic events, or (b) other specific identified adjunct duties - such as ticket seller, gate duty, clock operator, scorekeeper, announcer, concessions duty, stop watch operator, or pit crew supervisor. Teachers who do not fulfill this requirement by so volunteering may be assigned to the adjunct duties involving student supervision. Such teachers may indicate at the beginning of the year one type of duty to which they do not wish to be assigned. It is recognized that some of these duties may be reserved for club or class advisors.

Normally, such unspecified duties shall be no longer than two and one-half (2 ½) hours in length unless prior practice is less (e.g. one and one-half [1 ½] hours at the Middle Schools.) It is expressly understood that in the unlikely and unusual event that an event/activity/assignment runs longer than two and one-half (2 ½) hours at the High School or one and one-half (1 ½) hours at the Middle Schools, teachers will be required to complete the assignment. In the event that such occurrence requires attendance of fifty (50) percent or more time than the normal assignment of 2 ½ or 1 ½ hours, the teacher will be credited with an additional assigned duty.

The Parties to the Agreement concur that it is in their mutual best interest to maintain the best possible relations with the constituents of the District and it is expected that teachers will participate in Public Schools Week/Open House activities of the District.

- 11.4.c. Duties to Support District goals: With the purpose and goal of *addressing the goals and objectives of the District's LCAP*, all full time staff will provide 10 hours of school day supervision *and/or educational support* in the course of a full instructional year. Part-time unit members will provide a prorated amount of time. For the 2018-19 school year, each site administrator will develop a schedule prior to 11/2/2018 with slots of time and location for supervision. Prior to the 2019-20 school year and each year thereafter, each site administrator will develop a schedule prior to the start of the instruction year. Unit members will sign up for such time with the goal that the total is equitably divided among unit members at the site. This ~~may~~ include time after school as students leave school and board buses. Unit members may also sign up for additional support with agreement of site principal. The 10 hour total annual commitment is intended to be divided over the course of quarters or trimesters depending on the organization of each site. Site staff will be able to sign up for their preferred times in order of seniority. *Temporary and probationary teachers are only responsible for five hours each year to be served after January 1.* Notwithstanding this section, unit members are entitled to a thirty (30) minute duty free lunch.

Comment [SCLS3]: Renumber.

#### 11. 5. School Day Supervision



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- A. Bus and yard duty for elementary teachers shall not be assigned unless 11.4.c. applies.
  - B. Before and after school supervision at the secondary level shall not be assigned unless 11.4.c. applies.
  - C. Supplemental services will not be assigned during lunch.
  - D. If more supervision is requested during non-assigned time, the site administrator may ask for teachers to volunteer at the intervention/summer school hourly rate.
- 11.6. Extra duty compensation schedules herein shall be adjusted by the same factor as the Certificated Salary Schedule.
- 11.7. Teachers may occasionally cover classes during their preparation period with compensation at the current hourly rate. This may only be done when appropriate regular substitutes are unavailable and shall be voluntary for the teacher performing the extra duty. If several teachers with the same preparation period have volunteered, they should be used on a rotating basis. The District shall make every effort to hire additional qualified substitutes so that this practice will be unnecessary.
- This practice shall be for the term of this agreement. This agreement does not preclude utilizing teachers to cover the occasional period caused by unanticipated absences or single period absences without compensation as has been the practice.
- 11.8. When as a result of school construction, reorganization/reconfiguration or school closure, a teacher is required to pack, move and unpack their classroom at the request of the District the District will make available four (4) workdays, two for packing and two for unpacking. If it becomes necessary for the teacher to pack or unpack outside of the workday, then they shall be paid at the hourly rate for the time. The District will move any teacher's classroom without the teacher's assistance upon the teacher's request except for the teacher's personally paid for classroom materials and/or other items. Should the District pack and move the class, the teacher will not receive additional compensation to unpack beyond the two days and will not be compensated for any packing or moving. Paid time shall not exceed twenty-six (26) hours (6.5 x 4). The District and Association shall negotiate unique situations that may apply to labs, shops or other similar facilities.

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## ARTICLE 12: GRIEVANCE PROCEDURES

It is the desire of the Parties to resolve all grievances as expeditiously as possible. All time limits contained within the Article are intended as maximum limits, unless mutually waived and every reasonable effort will be made by the Parties to conclude the process as quickly as practicable.

The Association and the District recognize that there may be events that take place near the end of the unit member work year or during the summer period that may be the basis for a grievance but the unit member is not required to initiate the grievance until August or September due to the timelines in this Article. It is also recognized that both parties may be harmed by a delay in filing and options for resolution may change with the delay in filing. In such cases where the event or reasonable knowledge of the event occurs with less than 25 duty days left in the unit member's work year or during the summer break, the grievance must be initiated at Level 1 but filed with the District Office within 25 week days of the event or reasonable knowledge of the event. All other timelines of this article shall apply thereafter unless mutually modified by the parties. For example Level 2 would be processed based on duty days.

### 12.1. Definitions and General Provisions:

- A. A grievance is a formal written allegation by a grievant that he/she has been directly affected by a violation of the specific provisions of this Agreement.
- B. A grievant may be a unit member and/or the Association.
- C. A day is a unit member duty day unless otherwise specified in this Article.
- D. The "immediate supervisor" is the lowest level administrator (site administrator or director) having immediate jurisdiction over the grievant who has been designated to adjust grievances.
- E. The timelines for initiating a grievance shall commence the day after the act or occurrence giving rise to the grievance or when the grievant could have reasonably become aware of its occurrence.
- F. During all steps of the grievance process, the grievant may be represented by a person designated by the Association or by a person of the grievant's choice. In addition to a representative, the grievant may also be accompanied by a person of their choice (a conferee) who does not act in a representation capacity. Additionally individuals may be included upon mutual agreement of the parties.
- F.G. Any grievance which arises from a direct decision made by the Superintendent or the Cabinet-level District Office administrative staff shall begin at Level 2. Before commencing at Level 2, the grievant must have an informal level with the Superintendent or designee, for the purpose of resolving the alleged grievance at the earliest practicable level in an informal manner. As part of the informal process, the grievant must communicate the specific provisions of the Agreement at issue. The attempt to resolve the issue informally does not change the timeline for filing the Level 2 grievance, which must be filed within 25 days of the time specified in 12.1.E.

12. 2. Grievance Initiation (~~Level #1~~)

- A. In order to initiate a grievance, the grievant must file the grievance in writing with their immediate supervisor within 25 days of the time specified in E above. If it is not, the grievance is null and void.
- B. At the option of the grievant, the grievant may seek to meet with their immediate supervisor prior to initiating a Level 1 grievance, for the purpose of resolving the alleged grievance at the earliest practicable level in an informal manner. As part of the informal process, the grievance must communicate the specific provisions of the Agreement at issue. The attempt to resolve the issue informally does not change the timeline for filing a Level 1 grievance unless both the Superintendent or designee and Association agree in writing to an extension of time.
  - 1. When the grievant is not represented by the Association, no solution shall be implemented until the Association is given a statement in writing of the proposed solution and an opportunity to respond.
  - 2. It is expressly understood that all matters discussed at such conferences are intended only for informal use at this level and that this part of the grievance process will not be used as a device for discovery.

C. ~~Level #1 Process~~

Immediate Supervisor (Level 1)

- 1. Within ten (10) days of filing a grievance, the immediate supervisor shall meet with the parties to the alleged grievance prior to rendering his/her decision. The grievant and the immediate supervisor may mutually agree to waive this meeting.
- 2. The immediate supervisor shall communicate his/her decision, including reasons and rationale, to the grievant and the Association Grievance Chairperson, in writing, within ten (10) days after the meeting or within 15 days after the filing of the grievance, if there is no meeting.

~~3.1 Any grievance which arises from a direct decision made by the Superintendent or the District Office administrative staff shall begin at Level 2. Before commencing at Level 2, the grievant must have an informal level with the Superintendent or designee, for the purpose of resolving the alleged grievance at the earliest practicable level in an informal manner. As part of the informal process, the grievant must communicate the specific provisions of the Agreement at issue. The attempt to resolve the issue informally does not change the timeline for filing the Level 2 grievance, which must be filed within 25 days of the time specified in 12.1.E.~~

12. 3. Superintendent's ~~Level~~ (Level 2)

- A. The grievant may appeal, in writing, a Level ~~1~~ decision to the Superintendent or his designee within ten (10) days after receiving it. The Superintendent or his designee shall investigate the details of the alleged grievance and confer with the grievant within ten (10) days.
- B. The Superintendent or his designee shall communicate his/her decision including reasons and rationale to the immediate supervisor and the grievant and the Association Grievance Chairperson, in writing, within ten (10) days after the conference.

12. 4. ~~Level 3~~-Mediation (Level 3)

- A. If the grievant is not satisfied with the level 2 decision, the grievant has five (5) days after the filing of the written decision to notify the District, in writing, that the grievance is proceeding to mediation. If this timeline is not met, the decision is final.
- B. Within 10 days of the notice to move to mediation, the District and Association will notify the State Mediation and Conciliation Service of the need for a mediator. Alternative dispute resolution programs may be used as mutually agreed to by the parties. Any costs of the mediator shall be shared equally by the Association and the District. All other costs will be the burden of the party incurring them.
- C. The date(s) for mediation shall be by mutual agreement.
- D. If an agreement is reached in mediation, the agreement and resolution of the grievance will be confirmed in writing and signed by all parties. The parties can *mutually agree to determine* on a case-by-case basis whether the settlement is precedent setting.
- E. If no agreement is reached to resolve the grievance in mediation, the Association may decide to move the matter to arbitration. The Association's intent to proceed to arbitration shall be made within 10 days of the last date of mediation and shall be communicated within that timeframe, in writing to the Superintendent.

12.5 Arbitration (Level 4) (1, at Association request)

- 1. Within ten (10) days of receiving notification of the Association's decision to go to arbitration, the representative of the Association will contact the State Mediation and Conciliation Service and request a list of seven (7) arbitrators from the state Conciliation Service. The District will be copied on the request.
- 2. Within ten (10) days of the receipt of the State Conciliation Service list, the Association representative and the District representative will consider candidates until the selection of an arbitrator is accomplished by mutual consent or by using the strike off method. Formal request for the services of the selected arbitrator will be made at this meeting. The dates for the arbitration hearing shall be determined by mutual agreement of the parties and selected arbitrator.

3. The arbitrator will take such time as is necessary to collect facts regarding the specific grievance. The report of the arbitrator will be submitted to the Superintendent or his/her designee and Association and the grievant.
- ~~3.4.~~ The arbitrator shall be empowered to rule on arbitrability issues prior to hearing and ruling on the merits of the case.
- 4.5. The arbitrator's decision on the dispute shall be final and binding on the parties. The arbitrator's decision will be limited to only those alleged violations and facts raised at Levels 1 and 2 of this grievance procedure. The arbitrator shall have no power to alter the parties' agreement.
- 5.6. All costs of the arbitrator shall be shared equally by the Association and the District. All other costs shall be the burden of the party incurring them.

#### 12.6 General Provisions

- A. Should grievances be settled prior to Level 3, any resolution will remain tentative for fifteen (15) days if the grievant was not represented by the Association. The Association will be notified before this time begins and will have an opportunity to make a response. The tentative resolution becomes final and binding at the conclusion of the fifteen (15) day period.
- B. The performance of an act which is allegedly subject to grievance does not necessarily compromise the unit member's position.
- C. Every effort will be made to schedule meetings for the processing of alleged grievances at times which will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as a witness, conferee or grievant in such meeting or hearing, shall be released from the regular duties without loss of pay for a reasonable amount of time. Two days of advance notice for such release time is required to allow the District to find appropriate coverage.
- D. All steps of the grievance procedure will be processed on forms provided by the District and sent by email. See Appendix H. (Forms to be confirmed after agreement on language.) All written levels of the grievance process shall be copied to the Director of Personnel.
- E. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, if left unresolved at the beginning of the school year, could result in harm to either party, the time limits set forth herein will be reduced so that the procedure may be executed—except for the arbitration level—prior to the end of the school year or as soon as is practicable but no later than June 30.
- F. A teacher may present alleged grievances and have them adjusted without the intervention of the employee organization at Level I.
- G. The grievant may terminate the grievance at any time by giving written notice to his/her

immediate supervisor or his/her designee. The Association may not continue an alleged grievance on behalf of a teacher unless a decision has been rendered at Level 2. In such cases, the Association may appeal the decision at Level 3-Mediation.



@ 11/12/21

RmWill 11/12/2021

### Article 13: LEAVES

#### 13.18. Personal Necessity/No-Tell Leave

A. ~~Seven (7) days of sick leave may be used (per contract year) by a teacher upon prior confirmation for Personal Necessity. Such days shall be~~ at the discretion of the teacher ("no-tell" days).

A.B. ~~No-tell days may not be used to extend a weekend or holiday with less than 2 weeks notice unless the unit member secures substitute coverage for each day/period absent using the District substitute system (currently AESOP). This sub-section only (13.18.B) will sunset upon ratification of the parties' 2024 successor agreement, unless negotiated otherwise.~~

~~No tell days may not be used on non-instructional duty days.~~

B.C. A unit member shall make his/her request in advance except in these cases:

1. Death or serious illness of a member of the immediate family as defined in 13.3 "Bereavement Leave".

2. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family, as defined in 13.3 "Bereavement Leave".

"Member of the immediate family" means mother, mother-in-law, father, father-in-law, spouse, son, daughter, brother, sister, grandchild, grandmother or grandfather of the employee or spouse; aunt, uncle, son-in-law or daughter-in-law of the employee, any relative living in the immediate household of the employee, or any person who the teacher can verify has acted as a substitute for one of the above.

D. It is the understanding of the parties that any work stoppage or "concerted activity" would invalidate the use of this section. ~~This article shall be reviewed yearly and continuation must be mutually agreed to by the parties; otherwise the parties agree to reinstate previous contract language.~~

#### 13.20. Sick Leave

Every teacher shall be entitled to twelve (12) days of paid sick leave annually. Children's Center teachers shall receive fifteen (15) days of paid sick leave annually.

If the teacher does not take the full amount of sick leave allowed in any one school year, the amount not taken shall be cumulative.

For absences that are not pre-scheduled, unit members must notify the site as soon as possible once the need for the absence is known, but in no case later than at least 7:00 am 90 minutes prior to the start of the unit member's duty day the day of the absence, unless some compelling reason exists for later notification.

Comment [SCL51]: Already TA'd.

In addition, any teacher who has used no more than 2 days of sick leave in the preceding school year shall be advanced an additional day of sick leave for the following school year.

~~In addition to leave under 13.18, a unit member may use up to 60 work days of a unit member's current/accrued sick leave (paid at their current FTE) may also be used by a teacher~~ in cases of accident, death or serious illness of a member of the immediate family, as defined in 13.3 "Bereavement Leave".

A teacher shall make his/her request in advance except in these cases:

1. Death or serious illness of a member of the immediate family.
  2. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
- A. At the beginning of each school year, every teacher shall be advanced a sick leave credit equal to his/her sick leave entitlement for the school year. The teacher may use his/her credited sick leave at any time during the school year. Should the teacher leave the District prior to the end of the school year, he/she shall reimburse the District for any expended sick leave which was used exceeding the credit of one (1) day for every employment month worked.
- B. Hourly teachers shall be entitled to sick leave at the rate of one (1) hour for each eighteen (18) hours served with credit recorded as earned.
- C. Hourly teachers may at their discretion utilize any sick leave accumulated during their regular contractual assignment.
- D. For absences over five (5) consecutive days, the employee may be required to provide medical verification and a release to return to work.
- E. ~~At the beginning of each school year, teachers will be provided with a form that may be used to request total accrued sick leave days to date.~~

Comment [SCLS2]: Already TA'd.



R MW 11/04/21

msm 11/4/21

Tentative Agreements Package  
November 4, 2021

### Article 13: LEAVES

#### 13. 5. Extended Illness Leave (5-Month Differential Pay)

If a teacher has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid, or what would have been paid, to the substitute during the period of absence. (The amount deducted will be the lowest rate applicable to that type of substitute (day-to-day or long-term), based on the District's substitute pay scale.) The five (5) months or less period during which the above deductions occur shall not begin until all other paid sick leave provisions for which he/she is eligible have been exhausted. This leave is limited to one (1) five (5) month period for the same illness or accident and one (1) five (5) month period per year. When extended illness leave overlaps into the next fiscal year, the teacher shall be entitled to only the amount of unused leave due him/her for the same illness or accident. However, a teacher would still be entitled to one (1) five month period in the next fiscal year for a different illness or accident.

W 9/9/21

PMWill 9/09/2021

**Tentative Agreement\***

**\*Except for 13.5, 13.18, and portions of 13.20**

**September 9, 2021**

**ARTICLE 13: LEAVES**

**13.1. Absences - Act of God**

If a teacher is unable to get to work from his/her home due to impossible travel conditions resulting from an Act of God, e.g., flood, his/her absence shall be nondeductible; however, if he/she is returning from a trip, unless the trip was assigned as school business, the absence shall be deductible from personal necessity leave.

**~~13.2. Adoption Leave~~**

~~A. — The Board recognizes that a teacher may wish to take an unpaid leave of absence from his/her job for reasons related to child adoption.~~

~~The teacher requesting such leave of absence shall do so in writing as soon as possible but in no case later than four (4) weeks prior to the expected date of arrival/adoption.~~

~~The length of such leave shall be up to eight (8) weeks, as requested by the teacher.~~

~~Teachers may, at their option, utilize up to forty (40) work days of earned, accumulated sick leave for this purpose. FMLA runs concurrently with such leave. If both parents work for the District, total combined use of sick leave shall not exceed forty (40) days of accumulated leave.~~

~~The health insurance benefits of the teacher shall be continued for the duration of the leave, up to a maximum of eight (8) weeks. Except as may otherwise be noted in this sub-section, short-term (up to eight [8] weeks) adoption leave shall otherwise be treated in the same manner as other paid leaves of absence.~~

~~B. — At the request of the teacher, unpaid leave will be extended up to a maximum of twenty-one (21) continuous calendar months. If any of the extended time occurs under the FMLA or other federal or state leave that would entitle the teacher to benefits, then those terms shall apply to that portion of the extended time.~~

~~At the option of the teacher, he/she may continue enrollment in the health insurance programs of the District at his/her expense, for the duration of such leave.~~

13.3. Bereavement Leave

Commented [SCLS1]: Renumber remainder of article

A teacher shall be granted necessary leave of absence, not to exceed five (5) days, in the event of death of any member of the immediate family. Such leave will be without loss of pay or deduction from other types of leave.

"Member of the immediate family" means spouse, mother, father, son, daughter, brother, sister, grandchild, grandmother, grandfather of the employee or spouse; aunt, uncle, son-in-law, or daughter-in-law of the employee; any relative living in the immediate household of the employee; or any person who the teacher can verify has acted as a substitute for one of the above.

13.4. FMLA/CFRA

It is the intent of this section to make available to employees, upon request, leave under the Federal Family Leave Act (FMLA) or the California Family Rights Act (CFRA) (Government Code Section 12945.2). This section shall be applied and interpreted in accordance with state and federal law and regulations. Such leave may run concurrently with other leaves provided in this Article.

13.5. Extended Illness Leave (5-Month Differential Pay)

If a teacher has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid to the substitute during the period of absence. The five (5) months or less period during which the above deductions occur shall not begin until all other paid sick leave provisions for which he/she is eligible have been exhausted. This leave is limited to one (1) five (5) month period for the same illness or accident and one (1) five (5) month period per year. When extended illness leave overlaps into the next fiscal year, the teacher shall be entitled to only the amount of unused leave due him/her for the same illness or accident. However, a teacher would still be entitled to one (1) five month period in the next fiscal year for a different illness or accident.

13.6. Health Leave

Unpaid leaves of absence may be requested in instances where a teacher is physically unable to work. A substantiating statement from a licensed physician may be required.

13.7. Industrial Accident/Illness Leave

Leaves of absence by reason of industrial accident or illness shall be governed by these provisions:

- A. Allowable leave shall be for not more than sixty (60) 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 the District in any one fiscal year for the same accident.
- B. Allowable leave shall not be accumulated from year to year.
- C. Industrial accident or illness leave shall commence on the first day of absence.
- D. When a teacher employed in a position requiring certification qualifications 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, will result in payment to him/her of not more than his/her full salary.
- E. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absences regardless of a temporary disability indemnity award.
- F. When an industrial accident or illness leave overlaps into the next fiscal year, the teacher shall be entitled to only the amount of unused leave due him for the same illness or injury.

For these purposes a teacher's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the teacher 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.

The Superintendent or designee may, by rule or regulation, provide for such additional leave of absence for industrial accident or illness as it deems appropriate.

During any paid leave of absence, the teacher shall 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 teacher appropriate salary warrants for payment of the teacher's salary and shall deduct normal retirement and other authorized contributions.

Any teacher receiving benefits shall, during periods of injury or illness, remain or reside within the State of California unless the Superintendent or designee authorizes travel outside the state.

#### 13. 8. Job Sharing Leave

- A. Job sharing leave is a plan whereby two (2) teachers share the full responsibilities for one (1) identifiable full-time position.
- B. Mutual agreement between the two (2) teachers, the immediate supervisor and the Superintendent or his designee shall be required by March 1 prior to the end of the current school year before the plan can be implemented.
- C. Salaries of participants shall be paid on a basis which is proportional to full-time service. The District will pay "Employee Benefits" proportionate to full time status of each employee with a combined total not to exceed the benefits paid for one full-time employee as limited by Article 9-Employee Benefits.
- D. Job sharing situations may be mutually agreed upon on a year-to-year basis. Should the job sharing arrangement be terminated by the teachers involved after the first year, they may revert to full-time status if an opening exists. Should the job sharing arrangement be terminated for any other reason, the teachers shall revert to the full or part-time status held prior to such job sharing.
- E. In the event that one (1) of the two (2) participants vacates the position for any reason, the remaining participant shall have the option of converting to full-time in that position.

13.9. Legal Leave

A teacher shall be entitled to as many days of paid leave as are necessary if he/she is called to serve on a jury or for court appearances in which the teacher does not have personal interest or for job related court hearings or legal proceedings. An employee called for jury duty or for court appearances in which they have no personal interest shall receive his/her full pay provided he/she reimburses the District the amount of fees received or offered for serving as a juror or witness, including travel allowances, if these duties are performed during normal working hours. This may be done either by endorsing his/her jury duty or witness fee check to the District or by remitting an equal amount in cash or personal check to the District. An employee who fails to reimburse the District the fees offered or received for serving as a juror or witness, shall not be entitled to receive their regular rate of pay from the District. If the employee is released from jury duty/court appearance prior to noon, that employee shall return to his/her assigned work site and contact the supervisor or designee. The teacher may return to his/her teaching duties, or with the mutual consent of the administration, do another task.

13.10. Legislative Leave

A teacher who is elected to the County Board of Supervisors, the State Legislature, or

Congress shall be entitled to an unpaid leave of absence for the length of his/her term or terms of office. He/she shall not receive credit for annual salary increments, nor shall he/she receive teacher benefits.

- A. The teacher on such leave shall notify the Superintendent or designee of his intended return at least nine (9) weeks in advance.
- B. The teacher on such leave shall be entitled to return to employment at the end of the leave.

13.11. ~~Maternity Leave~~Pregnancy Disability Leave (Unpaid)

The District shall provide for leave of absence from duty ~~for up to four (4) months~~ for any ~~teacher~~unit member of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and/or a ~~related medical condition~~recovery there from. The length of the leave of absence, including the date on which the leave shall commence and the date on which the teacher shall resume duties, shall be determined by the ~~teacher-unit member~~ and the ~~teacher's unit member's~~ physician.

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

Except as provided herein, the written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.

~~The unit member shall use current and accumulated illness/injury leave during any period of pregnancy disability leave. The unit member may also elect to use other accrued leave for which they are eligible during the unpaid pregnancy disability leave.~~

This section shall be construed as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury or disability.

The teacher requesting a leave of absence shall do so in writing as soon as the pregnancy has been diagnosed. Such request shall be accompanied by a letter from a licensed physician indicating the date of the expected birth.

~~Pregnancy disability leave under this section shall run concurrently with FMLA. It is the intent of this section to implement the terms and conditions of Government Code 12945, and further interpretations of this law will apply.~~



13.12. Maternity/Paternity/Parental/Child Bonding Leave

1. 12 Weeks Parental/Bonding Leave (Paid)

- a. Unit members with at least 12 months of service with the District are eligible to take up to 12 workweeks of paid parental/child bonding leave within the 12-month period following the birth of a child of the unit member or the placement of a child with the unit member in connection with adoption or foster care.
- b. Unit members accessing paid parental leave under this section shall use all current and accumulated illness/injury leave during the 12 workweek period, except for three (3) days if the unit member will be returning to work in the same school year that the bonding leave is used. Upon exhaustion of current and accumulated illness/injury leave (except for the 3 days, if so chosen), the employee will receive the difference between his/her regular salary and the substitute's salary, or the salary a substitute would have received, or 50% of the employee's regular salary, whichever is greater. The employee shall continue to receive health and welfare benefits. No unit member will receive both regular and differential pay. Unit members employed by the District may be granted a leave for maternity/paternity/child bonding reasons. Such leave allows bonding time with a new child and shall be completed within one year of the child's birth or arrival. Leave in this section is separate and distinct from sick leave under Section 13.11.
- e.b. The unit member shall provide the District with at least eight (8) weeks advance notice of the expected date of delivery signed by a health care provider, or with the expected date of placement of the child in the home of the unit member in the case of adoption or foster care. If this period of advance notice is not possible, the unit member shall notify the District of the expected date of birth or placement as soon as possible.
- d.c. If both parents are employees of the District, each shall be entitled to 12 workweeks of leave under this section, unless the law requires more.
- d. Parental leave under this section shall run concurrently with baby bonding leave under CFRA. It is the intent of this section to implement the terms and conditions of Education Code section 44977.5 and

Government Code section 12945.2, and further interpretations of these laws will apply.

- e. Following the 12 workweek period of parental/bonding leave, the unit member may request, and the Board in its sole discretion may grant, an additional unpaid child rearing leave in accordance with the other provisions of this Article;
- f. It is the intent to implement the terms and conditions of Education Code Section 44977.5 and Government Code Section 12945.2 and further interpretations of these laws will apply.
- g. Intermittent use of such leave is subject to applicable law and regulations;
- g. This leave shall be granted in accordance with the provisions of the Education Code and other applicable law subject to the following conditions:
- h. Effective July 1, 2016 eligible unit members may request and be approved for up to 12 school weeks of leave for child bonding. During this approved leave the employee must use all remaining sick leave except for three days if the unit member will be returning to work in the same school year that the bonding leave is used. Upon exhaustion of accumulated sick leave, the employee will receive the difference between his/her regular salary and the substitute's salary, or the salary a substitute would have received. The employee shall continue to receive health and welfare benefits. No unit member will receive both regular and differential pay.
  - 1) It is the intent to implement the terms and conditions of Education Code Section 44977.5 and Government Code Section 12945.2 and further interpretations of these laws will apply;
  - 2) If both parents are employees of the District, total entitlement for leave shall cumulatively not exceed 12 weeks between the two employees unless otherwise provided by law;
  - 2) Eligibility for this leave shall be in accordance with the above noted statutes and applicable regulations;
  - 2) An employee requesting such leave must make the request at least 8 weeks before the anticipated commencement of such leave. In the event that a specific date or time frame is not known (for example in the case of some adoptions or foster child placements) the employee will notify the site supervisor and District Office of the



~~possible need for leave and potential timeframes as much in advance as possible. Notice of the actual dates must be provided to the District once known.~~

~~2) Intermittent use of such leave is subject to applicable law and regulations.~~

## 2. Extended Parental/Child Bonding Leave

- A. The Governing Board recognizes that a ~~unit member-teacher~~ may wish to take a leave of absence from his/her job due to the birth or placement of a child in connection with the employee's adoption or foster care, for reasons which are not the result of medical disabilities. Such leave may be taken in accordance with the FMLA or CFRA. Time under the FMLA and/or CFRA will include District benefit contributions consistent with FMLA and/or CFRA as applicable.
- B. Extended ~~parental~~/child-bonding leave without pay or benefits (unless covered by FMLA or CFRA) ~~may will~~ be granted to a ~~unit member teacher~~ upon request in conjunction with child-bonding leave, not to exceed a total of twenty-one (21) calendar months or twenty-three calendar months for ~~unit members teachers~~ at a year-round schools, with the total to include the length of ~~pregnancy disability maternity leave and convalescence~~ approved and taken for these purposes and/or any leave taken for ~~parental~~/child bonding as set forth in Education Code Section 44977.5 and any applicable leave such as FMLA and CFRA. At the option of the employee, he/she may continue enrollment in the health insurance programs of the District at his/her own expenses for the duration of the leave.

### 13.13. Organizational Leave I

Officials of the Eureka Teachers Association shall be released from their regular calendar duty assignments to conduct ETA business for up to thirty-six (36) at the cost of the substitute. Any days utilized beyond the first thirty-six (36) will be charged at the full per diem rate for the teacher(s) on leave.

This leave shall not include absences due to grievances, unfair hearings, PAR, State Council, Curriculum Committee, or where release is authorized under SB160 (to conduct negotiations) between ETA and the District.

### 13.14. Organizational Leave II

Leave authorized by Education Code Section 44987: Shall be taken and paid for by the CTA/NEA in accordance with that code section.

### 13.16. Personal Leave for Compelling Personal Reasons

A teacher may request personal leave for compelling personal reasons, scheduling subject to a supervisor and Superintendent/designee approval. However, in cases of

extreme medical emergency, advance request and approval is not required.

- A. The teacher will be charged the cost of the substitute against his/her per diem rate for a period of up to 30 work days per school year.
- B. If the leave under Section 13.16 has been exhausted, a teacher may request further leave under this section for up to ten (10) working days with full per diem deduction.

13.17. Personal Leave - Unpaid, Long-Term

Any teacher may request a one (1) or two (2) semester unpaid leave of absence or extension leave of absence for no more than one (1) additional one-year period. The District Administration will consider each request based upon its individual merit. Leaves of absence requested or extensions must be requested before March 1 prior to the leave. During unpaid leaves of absence, no fringe benefits will be provided by the District, but the District shall permit the teacher to purchase the fringe benefits from the District.

13.18. Personal Necessity Leave

Seven (7) days of sick leave may be used (per contract year) by a teacher upon prior confirmation for Personal Necessity. Such days shall be at the discretion of the teacher. It is the understanding of the parties that any work stoppage or "concerted activity" would invalidate the use of this section. This article shall be reviewed yearly and continuation must be mutually agreed to by the parties; otherwise the parties agree to reinstate previous contract language.

13.19. Sabbatical Leave In accordance with the current Education Code.

13.20. Sick Leave

Every teacher shall be entitled to twelve (12) days of paid sick leave annually. Children's Center teachers shall receive fifteen (15) days of paid sick leave annually.

If the teacher does not take the full amount of sick leave allowed in any one school year, the amount not taken shall be cumulative.

For absences that are not pre-scheduled, unit members must notify the site as soon as possible once the need for the absence is known, but in no case later than at least 7:00 am 90 minutes prior to the start of the unit member's duty day the day of the absence, unless some compelling reason exists for later notification.

In addition, any teacher who has used no more than 2 days of sick leave in the preceding school year shall be advanced an additional day of sick leave for the following school year.

Sick leave may also be used by a teacher in cases of accident, death or serious illness of a member of the immediate family.

A teacher shall make his/her request in advance except in these cases:

1. Death or serious illness of a member of the immediate family.
2. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.

"Member of the immediate family" means mother, mother-in-law, father, father-in-law, spouse, son, daughter, brother, sister, grandchild, grandmother or grandfather of the employee or spouse; aunt, uncle, son-in-law or daughter-in-law of the employee, any relative living in the immediate household of the employee, or any person who the teacher can verify has acted as a substitute for one of the above.

- B. At the beginning of each school year, every teacher shall be advanced a sick leave credit equal to his/her sick leave entitlement for the school year. The teacher may use his/her credited sick leave at any time during the school year. Should the teacher leave the District prior to the end of the school year, he/she shall reimburse the District for any expended sick leave which was used exceeding the credit of one (1) day for every employment month worked.
- C. Hourly teachers shall be entitled to sick leave at the rate of one (1) hour for each eighteen (18) hours served with credit recorded as earned.
- D. Hourly teachers may at their discretion utilize any sick leave accumulated during their regular contractual assignment.
- E. For absences over five (5) consecutive days, the employee may be required to provide medical verification and a release to return to work.

~~F. At the beginning of each school year, teachers will be provided with a form that may be used to request total accrued sick leave days to date.~~

#### 13.21. Miscellaneous

- A. A teacher on extended leave shall notify the District, in writing, prior to March 1 of his/her intention to return the next school year. If the teacher fails to notify, the District shall send notice of pending action by registered mail to last known address on file. Failure to respond within ten (10) days will result in the position being classed as vacant.

An employee on extended leave shall be entitled to:

1. Return to the same, a similar, or mutually agreed upon position as that which he/she held immediately before commencement of the leave, provided, however, that such a teacher shall be subject to the same terms and conditions of employment as if no leave had been taken.
  2. Receive credit for annual salary increments provided during this leave provided that a cumulative total of at least seventy-five (75%) of the duty days were worked unless otherwise provided in this article.
  3. Receive during his/her leave all other teacher fringe benefits including, but not limited to insurance benefits to the extent not expressly prohibited by law.
  4. A teacher requesting extension of a leave beyond one (1) year shall not be entitled to return to the same position and shall not receive credit for a second annual salary increment, or be entitled to benefits unless he/she makes advance payment to the District for such benefits. Extension is limited to an unpaid status only.
- B. Unpaid Leave of Absence: Unless otherwise provided in this article, a teacher on an unpaid leave of absence shall not receive credit for annual salary increments but shall be entitled to:
1. If the unpaid leave is for one (1) year or less, the teacher shall be entitled to return to the same, a similar, or mutually agreed upon position as that which he/she held immediately before commencement of the leave.
  2. If the unpaid leave is for more than one (1) year, or extended more than one (1) year, or extended beyond one (1) school year, the teacher is entitled to return to a position of equal FTE status with the position being determined by the District.
  3. A teacher on unpaid health leave or "Extended ~~Parental/Child Bonding~~ Maternity Leave ~~Extended Adoption Leave~~", which is necessitated by medical conditions of the newborn child (as verified by a physician), shall receive the fringe benefits described in Article 9 of this agreement.
  4. A teacher on unpaid study leave where the leave directly relates to the teacher's curricular assignment or when the leave relates to the curricular needs of the District, shall receive during his/her leave the fringe benefits described in Article 9 of this agreement.
  5. Except as covered in Sections 3 and 4 preceding, a teacher on unpaid leave who is not entitled to fringe benefits may continue to participate in the current employee benefits program, if desired, with payments

made by the teacher.

W 9/9/21

RMW 9/9/2021

**Tentative Agreement  
September 8, 2021**

**ARTICLE 18: PAYROLL DEDUCTIONS**

18.1 The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues. The Association shall provide the District with payroll authorization cards from unit members authorizing dues deductions, after which the District will begin deducting union dues. Association dues, upon formal written request to the District from the Association, shall be increased or decreased without re-solicitation and authorization from unit members.

18.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.

18.3 The District shall deduct one-eleventh (1/11) of the Association dues and fees from the regular salary check each month. Deductions for unit members who sign authorization cards after the commencement of the school year shall be appropriately pro-rated to complete payment by the end of the school year.

18.4 The District will direct unit member inquiries to cancel or change dues deduction to the Association. Any dispute about the unit member's right to end dues deduction will be solely between the individual member and ETA/CTA/NEA. The governing board shall rely on information provided by ETA regarding whether deductions were properly canceled or changed, and ETA shall indemnify the District for any claims made by the employee for deductions made in reliance on that information.

Commented [SCLS1]: Added back in.

18.5 In accordance with Government Code section 3546(e), the Association shall indemnify and hold the District harmless against any legal fees, legal costs, and settlement of judgment liability arising from any court or administrative action relating to the District's compliance with this Article or reliance on the Association for the information provided pursuant to Article 18.1.

Commented [SCLS2]: The above language added back in contingent on ETA agreement to this language.

Delete Article 17 and renumber remaining articles.

RMW 11/04/21

msu 11/4/21

Tentative Agreements Package  
November 4, 2021

**Article 22: SCHOOL CALENDAR**

Status quo.



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#### ARTICLE 24: TEACHER HOURS

24.1.a. An on-site teacher duty day is defined as six hours and 45 minutes. ~~(Effective January 3, 2022, for the 2021-22, 2022-23, and 2023-24 school years, the duty day will be extended by the same amount the instructional day is extended pursuant to Paragraph 1.a. of the parties' [date] November 5, 2021 Tentative Agreement.)~~ Unit members will be on site during this time unless prior notice is given via email to the site principal and his/her secretary. In addition, full time unit members shall receive at least a 30-minute duty free lunch.

Except for staff teaching a zero period, the duty day will not begin before 8 am nor end after 3:45 pm unless otherwise provided in this Agreement. ~~(Effective January 3, 2022, for the 2021-22, 2022-23, and 2023-24 school years only, the duty day will not begin before 7:58:00 am nor end after 3:50-55 pm, the duty day will not begin before 7:45 am nor end after 4:00 pm.)~~ If a start time is adjusted, then the end time will be adjusted by the same amount of time. A start time (and thus the end time) shall not be adjusted by more than fifteen minutes. The District will provide written notice of start and end times for the upcoming school year to all unit members on or before June 1<sup>st</sup>.

Teachers agree to be available for pupil conferences as needed during and after their normal school day and parent conferences, upon prior request.

~~24.7 Physical education teachers in grades 7-12 are expected to coach athletic teams for two (2) seasons per year as part of their teaching assignments. It is expected that they will serve as the Head Coach for one (1) season and the Head Coach or Assistant Coach for a second season each school year. PE teachers are entitled to the applicable coaches stipend for the season(s) coached. No current coach who is a ECS staff member will be bumped by a PE teacher in the application of this section. This section is applicable to teachers hired on or after May 19, 2021.~~



9/10/21

Mediator's Proposal  
September 10, 2021

R. M. Will 9/10/2021

#### ARTICLE 24: TEACHER HOURS

- 24.1.a. An on-site teacher duty day is defined as six hours and 45 minutes. Unit members will be on site during this time unless prior notice is given via email to the site principal and his/her secretary. In addition, full time unit members shall receive at least a 30-minute duty free lunch.

Except for staff teaching a zero period, the duty day will not begin before 8 am nor end after 3:45 pm unless otherwise provided in this Agreement. If a start time is adjusted, then the end time will be adjusted by the same amount of time. A start time (and thus the end time) shall not be adjusted by more than fifteen minutes. The District will provide written notice of start and end times for the upcoming school year to all unit members on or before June 1<sup>st</sup>.

Teachers agree to be available for pupil conferences as needed during and after their normal school day and parent conferences, upon prior request.

- 24.1.b. Part-time hours for secondary:

A part-time teacher will report for teaching at least ten (10) minutes before teaching assignment. Start and end time shall be mutually agreed upon by teacher and site administrator and must be within the full time work day (except for Zero {0} Period) given the following:

20% = 1 teaching period within 1 hour and 27 minutes  
40% = 2 teaching periods within 2 hours and 54 minutes  
60% = 3 teaching periods within 4 hours and 21 minutes  
80% = 4 teaching periods within 5 hours and 48 minutes

24. 2. Under special circumstances, a teacher may request a temporary modification of his/her duty day. Requests shall be filed with the principal at least twenty-four (24) hours in advance on forms provided by the District. Modification must receive approval in advance by the building principal. Such modification will insure the equivalent minimum duty time to be spent on site and may include some flexible arrangement within a three-day period of the day to be affected by the modification.

24. 3. Elementary classroom teachers (TK-6 grade) shall have preparation time for individual preparation and planning purposes, teacher/student conferences, teacher/parent conferences, and student-related meetings as follows:

- A. The period from the end of the student contact day to the end of the work day; and  
B. An additional 75 minutes per week during the instructional day. The

itinerant coverage schedules will not be modified during partial weeks.

- C. Preparation time as specified above shall be provided through the hiring of additional student contact teachers in CORE Academic/Elective curricular areas as determined by the programmatic needs of the District and/or the talents available in the labor market.¶

- 1) If 6<sup>th</sup> grade is located on a middle school campus, 6<sup>th</sup> grade teachers shall receive the same preparation period as 7<sup>th</sup> and 8<sup>th</sup> grade teachers.

- C. Itinerant teachers may be used to release classroom teachers to provide intervention services during the instructional day. Teachers will not be required to provide intervention services during preparation time as specified in paragraph B, above.

- 24. 5. Secondary classroom teachers shall have assigned preparation periods to be used for individual preparation and planning purposes, teacher/student conferences, teacher/parent conferences, student related meetings and for covering another teacher's class, as has been past practice.
- 24. 6. Regular full-time contract secondary classroom teachers shall have five (5) teaching periods and one (1) preparation period, except for Zoe Barnum teachers, who have six (6) teaching periods and two (2) preparation periods, as is current practice. Schedule includes a thirty (30) minute duty free lunch.
- 24. 7. Student contact on minimum days for elementary grades shall not exceed 4 hours and 50 minutes.
- 24. 8. At the discretion of the Administration, and with the agreement of the teacher, a six (6) period teaching day the first semester, and a four (4) period teaching day the second semester, could be utilized. Payment schedules are to be arranged between the teacher and the District.
- 24. 9. At the discretion of the Administration, and with the agreement of the teacher, a teacher may teach six (6) periods in a semester or school year. During the semester the teacher teaches six (6) periods, payment will be based on a 1.165 formula. If the affected teacher resumes a five (5) period teaching day the following semester or year, payment would revert to the 1.0 formula on a teacher's placement on the salary schedule.

The Administration determines if such an arrangement is mutually beneficial and how long it would continue on a semester by semester (or year by year) basis.

24.10 The instructional schedule shall include Monday collaboration time. The collaboration time will be scheduled at the end of the day and will contain the following elements:.

1. Collaboration shall be every Monday of the instructional year.
2. Each Monday the organization of the collaboration time will alternate: one will be administratively planned and the next will be planned by an on-site committee. Prior to the start of work year the site administrator will inform staff of the dates of the administratively planned Mondays. When a Monday is a non-instructional day, such as a holiday or break, that day will not count in the rotation.
3. The on-site committee will have at least 3 and not more than 6 unit members and include the site administrator. The purpose of this committee is to plan and designate activities for the teacher planned collaboration time.
4. The purpose of collaboration time includes but is not limited to: carrying out the goals outlined in the District's Local Control and Accountability Plan; examining student assessment systems and data; grade level, department/subject matter, and site-wide meetings; discussion of intervention/modification/differentiation possibilities; and implementation of District and site initiatives.

Effective with the 2021-22 school year, the Mondays designated for administrative planning shall be 60 minutes in length.

5. The alternating Mondays will be 60 minutes in length and planned by the on-site committee outlined in 24.10.3 above.

24.11 Advisory period at Middle School -

A committee will be developed at each Middle School site to determine the parameters of the Advisory period and will meet by January 15, 2022. Each committee will consist of two (2) unit members chosen by ETA and two (2) management employees chosen by the District.

These committees will be tasked with developing the Advisory periods for the Middle Schools. Each committee's decision will apply beginning in 2022-23 and will be rendered no later than May 15, 2022. In the event a committee is unable to reach a majority in favor of a particular Advisory period model, then the options under discussion by the committee shall be submitted to the unit members at the school site for a vote, and the school site shall adopt the option receiving the most votes for the following school year. Either the Association or the District may request a reconvening of this committee by April 1 for the following school year. If the committee does not reconvene, the current year's schedule shall be implemented for the following school year.

At the discretion of this committee, grades and attendance may or may not be required during the Advisory period, and whatever schedule(s) are determined by the committee shall not be considered an additional period. The Advisory period shall not reduce or increase the number of instructional minutes at the sites.

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## ARTICLE 27: TRANSFERS AND ASSIGNMENT

A transfer refers to an action which results in the movement of a teacher from one school to another school. A transfer may be teacher-initiated or administratively initiated. Assignment refers to movement of a teacher within a school.

### 27.1. Teacher Request for Transfer

- A. Notification of a teacher vacancy shall be posted via an all user email. The specific qualifications and characteristics of the opening shall be listed in the posted notification.
- B. A teacher may submit a transfer request letter that includes the desired grade level, site, reasons for the transfer, and the teacher's qualifications to the District Personnel Office. Requests remain valid until the tenth (10th) day following the opening of school.
- C. All teachers in the District who apply for a unit member opening shall receive an interview. The site supervisor shall be available to consult on the qualifications and characteristics desired.
- D. Voluntary transfers shall be based on the applicant's qualifications. If two District teachers are fairly equal in qualifications, seniority will be the deciding factor.
- E. Vacancies will be filled by District volunteers unless such placement would be disruptive to the educational program of the affected schools.
- F. Whenever a teacher's request for transfer is denied, the Superintendent or designee shall, upon written request, give such teacher a clear written explanation of the actual and specific reason(s) for such denial.

### 27.2. Teacher-Initiated Transfer based on over/under staffing

- A. Following the assessment of the District's educationally related needs and staffing patterns, the District shall determine that a teacher vacancy exists. Notification of the vacancy shall be via an all certificated user email. The notification shall be as specific as possible, including the anticipated subject area(s) (secondary) or anticipated grade level(s) (elementary) and whether traditional or year-around calendar.  
  
If at the time of posting, a school or schools in the District is/are determined in the judgment of the Superintendent or his designee to be overstaffed, such notice will identify the overstaffed school(s) and will state that volunteers from the overstaffed school(s) will receive first consideration.
- B. A teacher may submit a transfer request letter that includes the desired grade level, site, reasons for the transfer, and the teacher's qualifications to the District Personnel Office. Requests remain valid until the tenth (10th) day following the opening of school.
- C. Voluntary transfers shall be based on the applicant's qualifications.

- D. Vacancies will be filled by volunteers unless such placement would be disruptive to the educational program of the affected schools.
- E. Whenever a teacher's request for transfer is denied, the Superintendent or designee shall, upon written request, give such teacher a written statement of the reason(s) for such denial.
- F. If no qualified teacher(s) voluntarily applies for transfer, the District shall actively seek volunteers. If a qualified volunteer(s) is/are not found, the Superintendent or his designee ~~shall implement section 27.3 below, may administratively transfer teachers to positions which meet the identified needs.~~

27. 3. Involuntary Transfer or Reassignment of Teachers based on over/under staffing

- A. The Superintendent or designee shall determine which school(s)/program(s) is/are over or under staffed, if it is not already listed on the vacancy notice. The preliminary determination of under/over staffing will be made by May 31.

- 1. In making involuntary transfers, all teachers at the over or under staffed schools/programs (e.g. CIS, HHI) with the following qualifications for the vacancies will be placed in an eligibility pool:

- a. Appropriate credential
- b. Education/Training/Experience

Secondary vacancy: Major/Minor or reasonable equivalent thereof in post graduate study in the vacancy subject area. This includes, but is not limited to, a series or combination of classes/workshops for which units are claimed for advancement on the District salary schedule; and/or present/recent/previous teaching experience of a non-incidental nature in the subject matter vacancy. Teacher would have to meet HQT/NCLB requirements as well as California (CCTC) assignment credential requirements.

Elementary vacancy: Recent primary or intermediate grade level experience. NOTE: if the vacancy is a 3/4 combination, any teacher with present/recent teaching experience in grades 2-5, inclusive, shall be considered in the pool.

- c. Any other specialized qualifications required by the vacancy notice.
- 2. From this list of qualified teachers, the teacher with the least district-wide seniority will be transferred to the vacant position unless the Superintendent or designee determines that the transfer of that teacher

would be unduly disruptive to the educational program of the over or under staffed school. In such event, the next least senior will be transferred.

3. Seniority shall be determined as required by the Education Code for layoffs.
4. The Superintendent or ~~his~~-designee shall meet with the teacher to be involuntarily transferred to explain the reason for the transfer. For involuntary transfers ~~or reassignments~~ to take place in the subsequent school year, notice shall be given ~~by May 31 as soon as possible of the prior year~~ to the teacher potentially to be transferred, for transfers related to the over or under staffing determination.
5. Upon request, the reasons for transfer decisions shall be supplied to the teacher, in writing, within three (3) days.
6. Teachers transferred after the last day of school but before five (5) weekdays prior to the first duty day shall be given two (2) days of release time or two (2) days of pay at their per diem rate (for preparation during non-duty time) to prepare.
- 6.7. Teachers transferred after 5 weekdays before the first duty day of the school year shall be given ~~two~~four (24) days of release time or four (4) days of pay at their per diem rate (for preparation during non-duty time) to prepare.
- 7.8. Teachers to be involuntarily transferred shall have the right to request a transfer for any other opening for which they are qualified.
- 8.9. An involuntarily initiated transfer of a teacher shall not result in a reduction of the teacher's regular salary, seniority or any fringe benefits.
- 9.10. For implementation of a vacancy pool for the elementary level, every 3/4 grade combination teacher shall declare, in writing, to the District, whether or not they consider themselves a primary or intermediate grade level teacher. Such designation is to remain in effect for the term of the contract.
- B. If under or over staffing occurs at a school site after May ~~15-31~~ the Superintendent or designee shall meet inform with the ETA ~~pPresident or designee to demonstrate the District's need to involuntarily transfer the impacted unit member(s) and discuss any potential alternatives and the provisions of Section 28.4 shall be applicable.~~
- C. The unit member will be given first consideration to return to any vacancy in the original or substantially similar assignment during the school year of the transfer and the following school year, upon written request by February 1st, except where the District would be unable to fill the resulting vacancy. Denial of such a request shall be



accompanied by a clear explanation of the actual and specific reasons for the decision.

#### 27.4 District Initiated Involuntary Transfers

If the District Superintendent determines that an involuntary transfer is necessary to meet the educational needs of the District outside of the provisions of 27.3.A, the District may transfer a certificated unit member where Article 27.3.A does not apply.

In exercising this section of the contract, the District must consider the credential needs, special skills or experience, and environmental changes/needs at the site. The District may transfer involuntarily under this section up to four (4) unit members in a fiscal year. The District may not exercise this right arbitrarily or capriciously, or to discriminate or retaliate against any unit member.

~~Unless extended by mutual agreement, Section 27.4 shall sunset on June 30, 2021. It shall not form the basis for status quo ante in the absence of mutual agreement to extend it.~~ Notice of an involuntarily initiated transfer shall be made as soon as possible. If notice is given ~~in after~~ July 1 or August, the unit member transferred will be given ~~four~~ (4) two days of pay at their daily rate to prepare for the new assignment and assistance in moving.

The District will notify the Association President in writing when this section is used, and provide the Association with written reasons for the transfer upon request.

Teachers involuntarily transferred under this section shall not be transferred in the following 36 months under the provisions of 27.4.

#### 27.5. Assignment

- A. A concerted effort will be made at least every five (5) years to honor a teacher's request for assignment to another grade level. Denial of such a reassignment request shall be accompanied by a clear explanation of the actual and specific reasons for the decision.

Teachers affected by reassignment shall be informed of such decisions as soon as possible.

- B. Involuntarily initiated assignment which results in movement of a teacher into a new subject area within the same school shall be conditional upon the following:
- I. Teachers with general Secondary Credentials shall teach within their major or minor areas, or areas of previous teaching experience, or areas in which the teacher has, since district employment, obtained unit credit which has been used for salary advancement, unless the teacher agrees to teach outside those areas. Career Education may be assigned to any

holder of General Secondary credential. Teacher would have to meet HQT/NCLB requirements as well as California Commission on Teacher Credentialing (CCTC) assignment credential requirements.

2. Teachers who are assigned to teach subjects in which they have had no recent experience shall be notified of that assignment as soon as reasonably possible to allow for preparation.
- C. Teachers shall be informed of their preliminary schedule—grade level for elementary/self-contained and classes for secondary by June of the previous school year and by December for the spring semester classes. If changes must be made, the teacher will be informed of what circumstance required the change.
- a. In the event that the preliminary schedule results in a change in the duty day, the teacher shall be notified by June 1 for the fall semester or by December 15 for the spring semester unless the District has an unanticipated subsequent vacancy. The Superintendent or designee shall meet with the teacher to explain the reason for the change in duty day.

Q 11/12/21

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Tentative Agreements Package  
November 4, 2021

**ARTICLE 28: PEER ASSISTANCE AND REVIEW PROGRAM**

Status quo.

RMW/ell 9/10/2021

9/10/21

District Counter  
September 10, 2021

#### ARTICLE 29: SPECIALIZED INSTRUCTIONAL SERVICES

- 29.1. In hourly Adult Education Community Services classes supported by fees, the teachers shall receive compensation based on the following formula.

##### HOURLY RATE

	<u>7/01/15-6/30/18</u>	<u>7/1/18-6/30/19</u>	<u>7/1/19-6/30/20</u>	<u>7/1/20-7/1/21</u>
25 or more students	\$31.24	\$32.18	\$32.50	\$32.82
22-24 student	\$27.47	\$28.29	\$28.58	\$28.86
18-21 students	\$21.32	\$21.96	\$22.18	\$22.40

Teachers may elect not to teach an hourly Community Service class if the number of student enrolled is less than that providing the top pay rate. In that case a new teacher will be selected or the class will be canceled.

At such times as the amount paid hereunder is increased, the District, at its option, may adjust the number of students required for each of the six (6) above divisions of students per class as may be required to maintain what the District believes is an appropriate student fee level. These increases will be applicable prospectively in each year so that they will apply in each year only to new classes where no fees have yet been set.

- 29.2. ~~As of July 1, 2018, Summer School and other hourly teachers shall be paid \$28.97 per hour. Effective July 1, 2019 through June 30, 2020 the hourly rate will be \$29.26. Effective July 1, 2020 through June 30, 2021 the hourly rate will be \$29.55. As of July 1, 2021, the Summer School teacher rate and the hourly teacher rate shall be \$35.00 per hour.~~
- 29.3. Regular Adult Education teachers shall be given preference in Adult Education summer school hiring.

29.4 Home and Hospital teachers shall be paid according to the following schedule.

HOURLY RATE

<u>STEP</u>	<u>7/1/16-6/30/18</u>	<u>7/1/18-6/30/19</u>	<u>7/1/19-6/30/20</u>	<u>7/1/20-6/30/21</u>
1	\$28.13	\$28.97	\$29.26	\$29.55
2	\$29.55	\$30.44	\$30.74	\$31.05
3	\$31.04	\$31.97	\$32.29	\$32.61
4	\$32.58	\$33.56	\$33.90	\$34.23
5	\$34.22	\$35.25	\$35.60	\$35.96
6		\$36.25	\$36.61	\$36.98
7		\$37.25	\$37.62	\$38.00
8		\$38.25	\$38.63	\$39.02
9		\$39.25	\$39.64	\$40.04
10		\$40.25	\$40.65	\$41.06

To qualify for a service increment (step) on the Home and Hospital schedule, teachers shall work at least 800 hours in one year or at least 400 hours in each of two years.

Home and Hospital teachers shall be entitled to dental, medical, and vision benefits if they teach 550 hours in one school year (Article 9: Employee Benefits, No. 7). At least two (2) Home and Hospital teachers shall receive full District-paid benefits for the entire year and shall receive at least 800 hours work each year. Teachers eligible for these "full time" (800 hour) positions shall be the five (5) teachers who have worked the most hours during the previous two years. For the initial selection one position shall be filled by application and District selection; one position shall be filled by seniority. Subsequent vacancies shall be filled by application. (Seniority shall be determined by the total number of hours worked in the previous two years.) The method of assigning students and hours shall not be arbitrarily changed unless mutually agreed upon by the administrator and teacher.

Home and Hospital teachers shall have two (2) hours of paid time for preparation and teacher consultation to initiate each new student assignment.

When students miss scheduled Home and Hospital teacher visits, the teacher shall return to his/her home base to perform appropriate alternative activities and shall be paid for the scheduled time.

29.5 Teachers on Special Assignment as Instructional Coaches (IC)

- a. In accordance with the job description for this position, individual unit members assigned as an IC will work with other unit members for the purpose of providing information and assistance on curriculum, model lessons, academic and instructional support and professional development either on an individual or group basis.
- b. An IC shall have no authority over, direct or evaluate other unit members.
- c. An IC will not provide feedback to administration or any third party regarding the work of a unit member with whom the IC is working as a coach.

- d. At the request of a unit member, the IC will provide written and/or verbal feedback to the unit member regarding work process, recommendations and on the unit member's progress and development on issues being worked on with the IC.
  - e. An IC will not perform administrative functions as part of their IC assignment, except when designated Administrator on Duty (Admin Designee) during times the site Principal is not on campus.
- 29.6 Contract adult school teachers shall have no more than thirty (30) hours of student contact per week. (moved from Article 25.7)

TA @ 9/9/21

## 2020-2021 Extra Duty Salary Schedule (effective 1/1/2020)

RM Will 9/09/2021

	Step	1	2	3	4	5	6	7	8	9	10	11	12
CLASS I													
Basketball, Boys 6th Grade	MS												
Basketball, Boys 7th Grade	MS												
Basketball, Boys 8th Grade	MS												
Basketball, Girls 6th Grade	MS												
Basketball, Girls 7th Grade	MS												
Basketball, Girls 8th Grade	MS												
Cheerleaders	MS												
Cheerleaders, Asst. Soph/Frosh, Basketball	SH												
Cheerleaders, Asst. Soph/Frosh, Football	SH												
Music Director (Y)	MS	\$ 1,728	\$ 1,761	\$ 1,796	\$ 1,832	\$ 1,865	\$ 1,901	\$ 1,935	\$ 1,967	\$ 2,004	\$ 2,037	\$ 2,073	\$ 2,107
ROTC Drill Team/Rifle Team (Y)	SH												
Soccer, 7th Grade	MS												
Soccer, 8th Grade	MS												
Student Gov't Advisor Extra Curric (Y)	MS												
Track, Boys	MS												
Track, Girls	MS												
Volleyball Girls 7th Grade	MS												
Volleyball Girls 8th Grade	MS												
Yearbook & Journ. Within Curric (Y)	MS												
Yearbook & Journalism (Y)	ZOE												
CLASS II													
Baseball, Junior Varsity	SH												
Basketball, Frosh Boys	SH												
Basketball, Frosh Girls	SH												
Drill Team	SH												
Football Frosh	SH	\$ 1,930	\$ 1,968	\$ 2,009	\$ 2,048	\$ 2,086	\$ 2,123	\$ 2,162	\$ 2,201	\$ 2,240	\$ 2,277	\$ 2,317	\$ 2,355
Football Assistant, Junior Varsity	SH												
Softball, Junior Varsity	SH												
Soccer, Junior Varsity Boys	SH												
Soccer, Junior Varsity Girls	SH												
Yearbook & Journ Extra Curric (Y)	MS												
CLASS III													
Basketball Assistant	SH												
Basketball, Junior Varsity	SH												
Cheerleaders Head, Varsity Basketball	SH												
Cheerleaders Head, Varsity Football	SH												
FFA	SH												
Journalism (Y)	SH												
Soccer Assistant	SH	\$ 1,972	\$ 2,010	\$ 2,050	\$ 2,090	\$ 2,129	\$ 2,168	\$ 2,206	\$ 2,246	\$ 2,286	\$ 2,326	\$ 2,365	\$ 2,403
Student Gov't aAdv/Activity Director (Y)	SH												
Track Assistant	SH												
Volleyball Assistant	SH												
Wrestling Assistant	SH												
Yearbook (Y)	SH												
Volleyball, Junior Varsity													
DECA													
CLASS IV													
Cross Country	SH												
Football Head, Junior Varsity	SH												
Golf, Boys	SH												
Golf, Girls	SH	\$ 2,422	\$ 2,469	\$ 2,516	\$ 2,567	\$ 2,613	\$ 2,662	\$ 2,712	\$ 2,760	\$ 2,808	\$ 2,856	\$ 2,905	\$ 2,953
Summer AG	SH												
Swim	SH												
Tennis, Boys	SH												
Tennis, Girls	SH												
CLASS V													
Baseball, Head	SH												
Forensics (Y)	SH												
Football Assistant, Varsity	SH												
Instrumental Music (Y)	SH												
Softball, Varsity	SH												
Soccer, Head Boys	SH	\$ 2,714	\$ 2,767	\$ 2,823	\$ 2,876	\$ 2,932	\$ 2,984	\$ 3,040	\$ 3,092	\$ 3,146	\$ 3,203	\$ 3,256	\$ 3,311
Soccer, Head Girls	SH												
Theater Arts (Y)	SH												
Track, Head	SH												
Vocal Music (Y)	SH												
Volleyball, Head	SH												
Wrestling, Head Boys	SH												
Wrestling, Head Girls	SH												
CLASS VI													
Football, Head	SH	\$ 3,039	\$ 3,099	\$ 3,160	\$ 3,219	\$ 3,280	\$ 3,343	\$ 3,402	\$ 3,463	\$ 3,525	\$ 3,585	\$ 3,646	\$ 3,707
Basketball, Head Boys	SH												
Basketball, Head Girls	SH												
CLASS VII													
Athletic Director (Y), Middle School	SH	\$ 3,399	\$ 3,468	\$ 3,537	\$ 3,603	\$ 3,671	\$ 3,741	\$ 3,808	\$ 3,875	\$ 3,943	\$ 4,012	\$ 4,073	\$ 4,148
CLASS VIII													
Athletic Director (Y)	SH	\$ 5,439	\$ 5,509	\$ 5,577	\$ 5,643	\$ 5,712	\$ 5,781	\$ 5,848	\$ 5,916	\$ 5,983	\$ 6,052	\$ 6,113	\$ 6,188
Athletic Trainer (Y)	SH	\$16,321 (paid over 10 months)											
		Includes hydration testing. District pays for supplies and related lab fees.											

(Y) Year round position-To be compensated at end of year; all other positions to be compensated at end of assignment.

Movement across the schedule shall be based upon one (1) step for each year served in the particular activity plus one (1) step for every three (3) years employment with the District. (For example, a coach who is on step 3 of the salary schedule and is starting his/her fourth season in the coaching activity will be placed on Step 5.)

ECS employees who work 0.5 FTE or more who provide a stipend service will receive an additional 5% of the stipend amount.

Board Approved January 16, 2020



Eureka City Schools Certificated Represented Staff as of 2-1-21

<b>STEP</b>	<b>Class IIB</b>	<b>Class IIIB</b>	<b>Class IVB</b>
<b>1</b>	44,627	46,135	47,643
<b>2</b>	45,204	46,897	50,062
<b>3</b>	45,780	49,129	52,482
<b>4</b>	47,827	51,366	54,902
<b>5</b>	49,874	53,599	57,320
<b>6</b>	51,924	55,832	59,740
<b>7</b>	53,971	58,066	62,161
<b>8</b>	56,018	60,299	64,581
<b>9</b>	58,066	62,532	66,998
<b>10</b>	60,112	64,767	69,422
<b>11</b>	62,161	66,998	71,840
<b>12</b>	64,207	69,236	74,260
<b>13</b>	64,207	69,236	74,260
<b>14</b>	64,207	69,236	74,260
<b>15</b>	66,559	71,772	76,988
<b>16</b>	66,559	71,772	76,988
<b>17</b>	66,559	71,772	76,988
<b>18</b>	68,746	74,136	79,525
<b>19</b>	68,746	74,136	79,525
<b>20</b>	68,746	74,136	79,525
<b>21</b>	70,933	76,500	82,064
<b>22</b>	70,933	76,500	82,064
<b>23</b>	70,933	76,500	82,064
<b>24</b>	73,309	79,064	84,814
<b>25</b>	73,309	79,064	84,814
<b>26</b>	73,309	79,064	84,814
<b>27</b>	75,766	81,712	87,656

NOTE: This does **not** include WCC or H&H and EAS Hourly Teachers.

NOTE: This does not include Nurses and SLPs

**School Nurse and Speech Language Pathologist Salary Schedule**  
**Proposed New Schedule Reflecting 6.25% Increase**

Step	Teacher's Basic Salary Sched Step	Class IA BA/BS Degree	Class IB Degree	Class IIA BA/BS Degree +45 Units	Class IIB Degree	Class IIIA BA/BS Degree +60 or +45 Inc Master's	Class IIIB Degree +75 or +60 Inc Master's	Class IVA BA/BS Degree +75 or +60 Inc Master's	Class IVB Degree
1	8	49,783	51,736	53,896	56,018	58,011	60,299	62,129	64,581
2	9	51,573	53,599	55,866	58,066	60,160	62,532	64,453	66,998
3	10	53,362	55,459	57,834	60,112	62,307	64,767	66,780	69,422
4	11	55,151	57,320	59,803	62,161	64,453	66,998	69,105	71,840
5	12-14	55,151	57,320	61,771	64,207	66,601	69,236	71,432	74,260
6	15-17	55,151	57,320	64,029	66,559	69,040	71,772	74,052	76,988
7	18-20	55,151	57,320	66,130	68,746	71,312	74,136	76,493	79,525
8	21-23	55,151	57,320	68,236	70,933	73,582	76,500	78,931	82,064
9	24-26	56,999	59,241	70,521	73,309	76,050	79,064	81,577	84,814
10	27	58,909	61,226	72,883	75,766	78,595	81,712	84,309	87,656