

**AGREEMENT**

**BETWEEN**

**THE**

**Board of Education of**

**Eureka City Schools**

**AND THE**

**Eureka Teachers Association/CTA/NEA**

**Agreement of July 1, 2021**

**To**

**June 30, 2024**

## TABLE OF CONTENTS

| ARTICLE     | TITLE   | PAGE |
|-------------|---|------|
| ARTICLE 1:  | AGREEMENT   | 1    |
| ARTICLE 2:  | BASIC MANAGEMENT RIGHTS                               | 1    |
| ARTICLE 3:  | CHILDREN'S CENTER                                     | 1    |
| ARTICLE 4:  | CLASS SIZE  | 2    |
| ARTICLE 5:  | COMPLAINTS AGAINST TEACHERS                           | 5    |
| ARTICLE 6:  | CONSULTATION RIGHTS                                   | 6    |
| ARTICLE 7:  | EARLY RETIREMENT                                      | 7    |
| ARTICLE 8:  | EFFECT OF AGREEMENT                                   | 10   |
| ARTICLE 9:  | EMPLOYEE BENEFITS                                     | 10   |
| ARTICLE 10: | EVALUATION PROCEDURES                                 | 12   |
| ARTICLE 11: | EXTRA DUTY COMPENSATION                               | 14   |
| ARTICLE 12: | GRIEVANCE PROCEDURES                                  | 18   |
| ARTICLE 13: | LEAVES  | 22   |
|             | <u>Absences - Act of God</u>                          | 22   |
|             | <u>Bereavement Leave</u>                              | 22   |
|             | <u>FMLA/CFRA</u>                                      | 21   |
|             | <u>Extended Illness Leave</u>                         | 22   |
|             | <u>Health Leave</u>                                   | 23   |
|             | <u>Industrial Accident/Illness Leave</u>              | 23   |
|             | <u>Job Sharing Leave</u>                              | 24   |
|             | <u>Legal Leave</u>                                    | 24   |
|             | <u>Legislative Leave</u>                              | 25   |
|             | <u>Pregnancy Disability Leave</u>                     | 25   |
|             | <u>Parental/Child Bonding Leave</u>                   | 26   |
|             | <u>Organizational Leave I</u>                         | 27   |
|             | <u>Organizational Leave II</u>                        | 27   |
|             | <u>Personal Leave for Compelling Personal Reasons</u> | 27   |

|   |    |
|---|----|
| <u>Personal Leave - Unpaid, Long-Term</u>             | 28 |
| <u>Personal Necessity/No-Tell Leave</u>               | 28 |
| <u>Sabbatical Leave</u>                               | 28 |
| <u>Sick Leave</u>                                     | 28 |
| <b>ARTICLE 14: MAINTENANCE OF STANDARDS</b>           | 31 |
| <b>ARTICLE 15: NEW TEACHER SUPPORT</b>                | 29 |
| <b>ARTICLE 16: NON-DISCRIMINATION</b>                 | 32 |
| <b>ARTICLE 17: PAYROLL DEDUCTIONS</b>                 | 32 |
| <b>ARTICLE 18: RECOGNITION</b>                        | 33 |
| <b>ARTICLE 19: SALARY SCHEDULE NOTES</b>              | 34 |
| <b>ARTICLE 20: SAVINGS PROVISION</b>                  | 39 |
| <b>ARTICLE 21: SCHOOL CALENDAR</b>                    | 39 |
| <b>ARTICLE 22: SUPPORT OF AGREEMENT</b>               | 39 |
| <b>ARTICLE 23: TEACHER HOURS</b>                      | 40 |
| <b>ARTICLE 24: TEACHER SAFETY</b>                     | 43 |
| <b>ARTICLE 25: TEACHER TRAVEL</b>                     | 44 |
| <b>ARTICLE 26: TRANSFERS AND ASSIGNMENT</b>           | 44 |
| <b>ARTICLE 27: PEER ASSISTANCE AND REVIEW PROGRAM</b> | 48 |
| <b>ARTICLE 28: SPECIALIZED INSTRUCTIONAL SERVICES</b> | 50 |

## **APPENDICES**

|            |  |
|------------|--|
| APPENDIX A | CHILDREN’S CENTER SALARY SCHEDULE  |
| APPENDIX B | EXTRA DUTY SALARY SCHEDULE   |
| APPENDIX C | TEACHER’S BASIC SALARY SCHEDULE  |
| APPENDIX D | SCHOOL NURSE AND SPEECH LANGUAGE PATHOLOGIST<br>SALARY SCHEDULE                        |
| APPENDIX E | REQUEST FORM FOR APPROVAL OF WORKSHOP CREDIT<br>FOR ADVANCEMENT ON THE SALARY SCHEDULE |
| APPENDIX F | EVALUATION FORMS   |
| APPENDIX G | SCHOOL CALENDARS   |
| APPENDIX H | BENEFIT PLAN DESCRIPTIONS – MEDICAL, DENTAL &<br>VISION                                |
| APPENDIX I | GRIEVANCE FORM   |

## **ARTICLE 1: AGREEMENT**

This is an agreement made and entered into this first (1<sup>st</sup>) day of July 2021 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. Based on the Agreement reached on November 12, 2021 and subsequently ratified by both parties, negotiations are closed for 2021-22, 2022-23, and 2023-24.

## **ARTICLE 2: BASIC MANAGEMENT RIGHTS**

It is understood and agreed that the District retains all authority to direct, maintain and operate the District to the full extent of the law, except as limited by the specific and express terms of this Agreement, and then only to the extent such terms are in conformity with law.

## **ARTICLE 3: CHILDREN'S CENTER**

- 3.1 The length of the Children's Center teacher work year shall be 221 work days.
- 3.2 The length of the Children's Center teacher work day shall be eight (8) hours which shall include a 30-minute duty-free lunch period.
- 3.3 In addition to other days designated in the Children’s Center Calendar, the Children's Center shall be closed on such days as the District Administrative offices are closed.
- 3.4 Substitutes will be provided and paid by the District for the Children's Center teachers attending in-service training as required by the District during their regular work day.
- 3.5 Days worked beyond the regular teaching year (221 days) shall be compensated at the daily rate of pay.
- 3.6 Children's Center teachers shall be paid according to the salary schedule attached as Appendix A.
- 3.7 In the event the Director is not on site for one (1) hour or more, the Children's Center lead teacher shall receive eight (8) percent differential of their placement on the Children’s Center salary schedule. Hours to be paid will be rounded to nearest half hour (up or down).
- 3.8 Prior to July 1, each Children’s Center teacher will be given an opportunity to specify their work calendar for the upcoming fiscal year in accordance with their contractual number of workdays and work hours. In the event that more teachers wish to work a certain period than is determined by the schedule developed by the Director, the Director will consult with the impacted teachers. If

no agreement is reached then, the teacher with the greatest seniority in the Children's Center program shall have first preference.

- 3.9 Provisions of the following Articles do not apply to Children's Center teachers unless there is a specific and express inclusion noted therein: Articles 4, 11, 15, 19, 22, 24, 27, 28.

#### **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. 26 students for a 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.
- 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.
  - 2. 33 maximum in 6-8 single subject classes.
- C. Effective July 1, 2016, 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 (1) 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 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.

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.

## **ARTICLE 5: COMPLAINTS AGAINST TEACHERS**

- 5.1 Unless otherwise required by law, any parent or citizen complaint about a unit member shall be reported to the unit member by the immediate supervisor receiving the complaint, within five (5) workdays of receipt, if the complaint has the potential for disciplinary action against the unit member.
- 5.2 In consultation with the unit member, if the immediate supervisor believes the concerns may be constructively reviewed and addressed in a meeting with the member and the complaining party, the immediate supervisor shall work to arrange such a meeting. Either the unit member or the complaining party may decline to participate in such meeting. At the request of the unit member, an Association representative may be present at the meeting.
  - 5.2.1 The immediate supervisor shall work to schedule the meeting within ten (10) working days of agreement of the parties to meet. However, the meeting shall be scheduled by mutual agreement. If the parties cannot agree on a mutual date within fifteen (15) work days then the immediate supervisor shall proceed to process the complaint without a meeting between parties.

5.2.2 If a meeting is held, the immediate supervisor will facilitate a conversation whereby the concerns of the complaining party are presented and discussed and the interests and perspectives of both parties are heard and discussed. If as a result of the meeting, the matter is resolved, the immediate supervisor will confirm in writing the outcome of the meeting.

5.2.3 If the matter is not resolved, then the immediate supervisor will proceed to further process the complaint after setting forth in writing the immediate supervisor's understanding of the complaint. This will be provided to the unit member and the complaining party. Alternatively, the complaining party will be given an opportunity to formalize their complaint in writing and a copy will be given to the unit member upon District receipt.

5.2.4 The unit member shall be given time during a duty day without salary deduction to review the complaint and prepare responsive comments should they wish to do so.

5.3 Based on the nature of the complaint, the immediate supervisor will determine the appropriate policy/procedure by which the complaint will be reviewed and advise the unit member and the complaining party. Depending on the nature of the complaint, the District may use outside investigative services to process the complaint. Whenever the District undertakes a review of the complaint, the unit member shall be given an opportunity to respond verbally and in writing to the allegations. In addition, the unit member shall have the right to engage Association representation to assist them in responding.

5.4 Once the immediate supervisor has completed the review and/or investigation of the complaint, both the unit member and the complaining party will be advised in writing of the immediate supervisor's determinations.

5.5 Complaints which are determined to be without merit shall not be placed in the unit member's personnel file nor utilized in any evaluation, assignment or disciplinary action taken against the unit member.

5.5.1 In the event that documentation is placed in the unit member's personnel file, the unit member shall have the opportunity to respond in writing during the duty day without loss of pay and such response will be included in the unit member's personnel file and attached to the documentation in the personnel file.

5.6 All information or proceedings regarding any complaint shall be kept confidential by the unit member and District representatives to the extent provided by law.

5.7 Nothing in this article is intended to waive any statutory due process rights of the unit member.

- 5.8 If the unit member believes the complaint is false or based on hearsay, he or she may file a grievance in accordance with Article 12 to determine validity of the complaint.

## **ARTICLE 6: CONSULTATION RIGHTS**

The Board recognizes the Association's right to consult on the definitions of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law as per Educational Employment Relations Act (Government Code 3543.2). Normally, the Association's right to consult shall be exercised through the District Curriculum Committee, with teacher members appointed by the Association, as is current practice.

At such times as the District contemplates taking action upon a matter that the Association has a right to consult upon under the Education Employment Relations Act and such action is not a matter to be reviewed by the District Curriculum Committee, then the Superintendent or his designee shall advise the Association of the matter in writing.

Within five (5) District office business days after the Association president or designee has received the notification, the Association may request in writing a meeting to consult. Should the Association do so, a consultation meeting will take place with the Superintendent or his designee within five (5) District office business days thereafter.

### **6.1 Paraprofessionals**

If a paraprofessional is to be assigned to assist a teacher, the teacher may, at his/her request, participate, in an advisory capacity, with the appropriate administrator in the selection of the paraprofessional. It is expressly understood that such participation, if elected by a teacher, is voluntary and advisory in nature.

## **ARTICLE 7: EARLY RETIREMENT**

### **7.1 Retirement-Reducing Workload at Age 55**

To be eligible to request partial employment prior to retirement, an employee must:

- A. Have reached the age of 55.
- B. Have been employed full-time in a position requiring certification for at least ten (10) years, of which the immediate preceding five (5) years were full-time employment with Eureka City Schools.

The option of part-time employment is initiated by the teacher and may be granted by the Board of Education following its evaluation of the needs of the District. Teachers are strongly encouraged to submit written applications to the District Personnel Office by March 1 of each year in order to facilitate the District's staffing planning process. Such status may be revoked only by mutual consent of the employer and the teacher.

#### Compensation:

- A. Minimum part-time employment shall be equal to one-half ( $\frac{1}{2}$ ) the number of days of service required by regular teachers. The teacher shall receive the same salary he/she would have earned in full-time service, pro-rated according to the hours or periods employed. Sick leave and health or other benefits shall be provided as specified in this Agreement and Board policy. Retirement benefits shall continue as if the teacher were employed full-time.
- B. The teacher shall receive credit toward retirement the same as if he/she had been on full-time employment. The district shall pay a full share and the teacher shall pay a full share of the retirement costs.

#### Service:

The minimum part-time employment shall be the equivalent of one-half ( $\frac{1}{2}$ ) the number of days of regular service required by the agreement. Specific activities of the teacher will be mutually agreed upon by the teacher and the Director of Personnel. If under unusual circumstances the District finds it necessary to request the teacher to take assignments other than those mutually agreed upon, it is understood that the teacher has the right to return to regular full-time service. If the teacher and the Director of Personnel cannot agree upon the specific activities of the teacher, the teacher will be assigned activities by the Board of Education. If these activities are not agreeable to the teacher, the teacher has the right to return to regular full-time employment.

This service may include, but is not limited to: substitute teaching, teaching one semester, assistance and development of curriculum, evaluation of instructional programs, assistance in the improvement of teaching strategies, assistance to new or experienced teachers, development of instructional materials, or programs continuing research projects. Early retirement programs shall be for a period not to exceed five (5) years or to the age of sixty-five (65) whichever comes first. Applications should be in the District office prior to March 1 of each year. Applications submitted after March 1 shall be less likely to receive Board approval.

## 7.2 Retirement - Part-Time Teaching for Retired Teachers

Under this program, the District shall provide teachers the opportunity to retire early and receive a yearly allowance in exchange for rendering service to the District. To be eligible for this option the

teacher must have reached the age of 55. Teachers are strongly encouraged to notify the District of interest in this program by March 1st in order to facilitate the District's staffing planning process.

#### Compensation and Service:

Teachers contracted to render service to the District in positions generating ADA income or replacing teachers in current positions shall be paid a daily rate equal to the current daily salary rate for their step and column at the time of retirement. Teachers contracted to render service to the District in other positions may negotiate an hourly rate not less than the hourly rate specified in Article 28, number 2 for a minimum number of hours, and for a specific number of years. Compensation for service better suited to a stipend payment may also be negotiated in that form. District paid benefits shall continue to be provided. Total payments (excluding the cost of benefits) shall not exceed the maximum earnable amount for one (1) year as determined by the State Teachers Retirement System.

The areas of assignment shall be mutually agreed upon by the teacher, immediate supervisor and the Assistant Superintendent of Human Resources. Such assignments, by definition, shall be in the best interests of the District.

The option of early retirement under this section is initiated by the teacher and may be granted by the Board of Education following its evaluation of the needs of the District. Written application will be made by the teacher through the District Personnel Office.

#### 7.3.a Retirement - Health Benefits for Early Retirees

Teachers prior to the age of 65 shall receive the amount toward health benefits provided to current employees of the District if they meet the following qualifications:

- A. Have reached the age of 55.
- B. Qualify for service or disability retirement under the State Teacher's Retirement System and be drawing retirement pay there from.
- C. Years of service to the District combined with age is greater or equal to 80 (i.e. 25 years of service in the District + 55 years old = 80).
- D. For employees with a first day of paid service on or after July 1, 2018, years of service in the District combined with age must be greater or equal to 85.

#### 7.3.b Retirement-Health Benefits for Early Retirees that do not meet qualification 7.3.a.C.

Teachers shall receive an amount toward the health benefits provided to current employees equivalent to the percentage of years of service in the District combined with age (i.e. 15 years of

service in the District + 55 years old = 70%). To be eligible, the unit member must have a minimum of 10 years of certificated service in the District immediately prior to retirement.

Health benefits shall be for a period not to exceed ten (10) years or to age sixty-five (65) whichever comes first.

At age sixty-five (65), the retired teacher may continue to receive the same health benefits provided to regular employees of the District if an advance payment of the total cost of the premium is made to the District by the retiree and coverage is available under the District's health plans.

At age sixty-five (65), the retired teacher may, at his/her option, purchase supplemental health insurance from the District insurer provided that he/she has met the program's requirements for enrollment into Medicare, should such a program exist.

The option of health benefits for early retirees under this section is initiated by the teacher. Written application will be made by the teacher through the District Personnel Office.

Should the age of Medicare eligibility change, this article may be reopened.

## **ARTICLE 8: EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by the State law and that in the absence of specific provisions in this Agreement such District practices and procedures are discretionary. Individual teacher contracts shall be subject to and consistent with the term of this Agreement.

## **ARTICLE 9: EMPLOYEE BENEFITS**

### **9.1 Dental Insurance**

The District shall continue to fully pay for the current plan of benefits for teachers and dependents for dental insurance, with a yearly maximum of \$2,000 for the duration of the Agreement. Effective July 1, 2018, there is an increase to the lifetime Orthodontic Maximum for Child, from \$500 to \$1,000. See appendix for plan description.

### **9.2 Health Insurance**

Effective with the July 1, 2018 payroll the District shall contribute a maximum amount of \$1,014 per month towards an employee's monthly cost of health benefits. Employees will have to pay the monthly difference, if any, between \$1,014 and the actual monthly cost of the plan.

Effective January 1, 2021, the District shall contribute a maximum amount of \$1,100 per month toward an employee's monthly cost of health benefits. Employees will have to pay the monthly difference, if any, between \$1,100 and the actual monthly cost of the plan.

The plan options are set forth in the appendix.

### 9.3 Vision Insurance

The District shall contribute the full premium cost during the term of the agreement for vision insurance for teachers and dependents for the duration of the agreement. Effective July 1, 2018, there is a change from the 12/24/24 \$120 Frame Allowance Plan to 12/12/12 \$140 Frame Allowance Plan. See appendix for plan description.

### 9.4 Future Increases

The parties agree that the District is not required to automatically assume any cost increases on or after the end of the term of this agreement, except where the District and Association so agree during collective bargaining for the school year or years following the expiration of this Agreement.

### 9.5 Medicare Option

The District agrees to allow teachers hired prior to April 1, 1986 to elect individually whether they shall become eligible for Medicare coverage as provided for by AB 265, and Government Code Section 22009.03 et. seq.

### 9.6 Insurance Committee

Two members selected by the Association and two members selected by the District shall meet when necessary as an Insurance Committee. The purposes of this Committee will be to keep the Association apprised of insurance provider activity, to exchange information, for the employer to receive input and to select plan options for the subsequent year.

This Committee shall be activated only upon the written request of the Association and/or District. However the Committee shall meet within 30 days of the release of the plan rates for the next year to review plan options.

### 9.7 All teachers employed (full or part-time) prior to July 1, 1986, will continue to qualify for full dental, medical and vision benefits at the rate stated in Nos. 1, 2, and 3 above. Teachers employed 60% or less of a full-time teaching assignment on or after July 1, 1986, shall have the benefits entitlement provided pro-rated with the District paying that percentage of the benefit subject to insurance provider restrictions. For example, a teacher working 60% of a full-time equivalent position will receive 60% of the total benefit package; provided that the teacher contributes the

balance of the benefit cost and the insurance provider will allow participation. If the medical insurance provider does not allow participation by the part-time teacher, then the part-time teacher may apply the prorated District benefits contribution toward dental and vision benefits through the District plans.

If a part-time teacher works for another school district and the insurance provider of either district will allow the teacher to participate, the District will provide its pro-rated contribution toward benefits either through the District's provider or the other school district's provider.

9.7.1 In the event a full-time teacher, who is entitled to receive full health benefits, requests and is granted an unpaid leave for 50% or less of a duty day while continuing to work the remaining portion of each duty day during the contractual year, that unit member would continue to receive the full-time benefits contribution (health, dental, and vision) paid by the District for the approved leave. This is separate from FMLA and CFRA leave.

9.8 New teachers hired on or before September 1, shall be covered for the above named insurances effective September 1. New teachers hired after September 1 shall be enrolled in the insurance programs effective with the first day of the next calendar month.

#### **ARTICLE 10: EVALUATION PROCEDURES**

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. **Temporary and probationary teachers** shall be formally evaluated by the Principal or his/her designee in writing on District forms at least once each school year.

**Permanent teachers** shall be formally evaluated by the Principal or his/her designee in writing on District forms at least every other year.

Upon mutual agreement with evaluator, **Permanent teachers** employed for ten years with the district and having received three (3) consecutive positive evaluations shall be formally evaluated by the Principal or his/her designee in writing on District forms at least every five (5) years.

The steps shall include:

Prior to September 21: Notification of evaluation process. All teachers being evaluated for the first time will attend a mandatory evaluation orientation on site during the duty day. Teacher and administrator establish common understanding of evaluation procedures, including rubrics, timelines, and evaluation options.



Prior to October 1: Administration will provide teachers with student data to analyze and reflect upon student data. Teacher and Administrator reflect upon student learning using data (e.g. Classroom Profile, Grades, Common Assessments, Standardized Test Results, etc.). This information may be used to establish the goal(s) for the year.

Prior to October 15: Preliminary Goal Setting. Teacher completes Self-reflection. Non-observed teachers set goal(s) for the year. Observed teachers set preliminary goal(s) for the year.

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.

Prior to December 15: **Observed teachers** will have 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 February 15: Permanent teachers notified of possible *Unsatisfactory* evaluation. Initiate a Deficiency Improvement Action Plan (DIAP) before the second observation occurs. During the meeting, a follow-up observation and post-observation conference date will be scheduled.

For certificated employees not meeting proficiency standards the evaluator **must** contact the Director of Personnel when a Deficiency Improvement Action Plan (DIAP) is being considered **prior** to initiating a written plan.

Prior to March 1: **Temporary and Probationary teachers** will have 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 May 15: **Observed teachers** not on a DIAP will have formal evaluation conference which may be combined with conference for second observation.

Prior to June 1: All Teacher Evaluations must be submitted to the Personnel Office by the evaluating administrator.

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.

- B. Observations:  
**Secondary evaluation observations** shall last at least one (1) full period.  
**Elementary evaluation observations** shall last at least 45 minutes.
- C. Any teacher who receives a negative observation report shall receive at least one (1) subsequent observation, report and conference.
- D. At least the first observation shall be arranged by the evaluator and the teacher at least two (2) days in advance of the observation.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. The evaluator shall not include hearsay statements in his/her evaluation of a teacher.
- J. 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. Developing as a professional educator.

10.4 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.

#### **ARTICLE 11: EXTRA DUTY COMPENSATION**

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.
- C. Effective 7/1/18, Special Education Teachers assigned to teach a special education class shall be paid a \$1,000 stipend (prorated for part time) on an annual basis, paid in June for previous year's service. Effective 7/1/2021 this stipend is increased to \$2,000 annually. This is to recognize special education teachers' efforts in addition to teaching and preparing for a class, including paperwork and attending IEP meetings.
- D. 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.

- 11.2 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:

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

- 11.3.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.

- 11.3.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.

- 11.3.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.

#### 11.4 School Day Supervision

- A. Bus and yard duty for elementary teachers shall not be assigned unless 11.3.c applies.
- B. Before and after school supervision at the secondary level shall not be assigned unless 11.3.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.

#### 11.5 Extra duty compensation schedules herein shall be adjusted by the same factor as the Certificated Salary Schedule.

#### 11.6 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.

#### 11.7 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.

### **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.
- G. Any grievance which arises from a direct decision made by the Superintendent or the Cabinet-level 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 matter. 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

- 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. 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.

#### 12.3 Superintendent (Level 2)

- A. The grievant may appeal, in writing, a Level I 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 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.
- 4. The arbitrator shall be empowered to rule on arbitrability issues prior to hearing and ruling on the merits of the case.

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.
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.

## **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 Bereavement Leave**

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.

### **13.3 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.

### **13.4 Extended Illness Leave**

If a teacher has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of 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.

### 13.5 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.

### 13.6 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.

### 13.7 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.

### 13.8 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.

### 13.9 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.

### 13.10 Pregnancy Disability Leave (Unpaid)

The District shall provide for leave of absence from duty for up to four (4) months for any unit member who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and/or a related medication condition. 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 unit member and the 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 concurrent 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.

### 13.11 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.

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.

- 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.
- 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. 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 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 be granted to a unit member 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 at a year-round school, with the total to include the length of pregnancy disability leave 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.

### 13.12 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.

### 13.13 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.

### 13.14 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.

#### 13.15 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.

#### 13.16 Personal Necessity/No-Tell Leave

- A. Seven (7) days of sick leave may be used (per contract year) at the discretion of the teacher (“no-tell” days).
- 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. This sub-section only (13.16.B) will sunset upon ratification of the parties’ 2024 successor agreement, unless negotiated otherwise.
- 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 13.2 “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 13.2 “Bereavement Leave”.
- D. It is the understanding of the parties that any work stoppage or “concerted activity” would invalidate the use of this section.

#### 13.17 Sabbatical Leave

In accordance with the current Education Code.

### 13.18 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 at least 90 minutes prior to the start of the unit member's duty day, 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.

In addition to leave under 13.16, a unit member may use up to 60 work days of a unit member's current/accrued sick leave (paid at their current FTE) in cases of accident, death or serious illness of a member of the immediate family, as defined in 13.2 "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.

"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.

- 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.

13.19 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 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.

#### **ARTICLE 14: MAINTENANCE OF STANDARDS**

The Association retains the right to bargain any change in the status quo regarding items within the mandatory scope of collective bargaining under the Educational Employment Relations Act (EERA) of 1976.

#### **ARTICLE 15: NEW TEACHER SUPPORT**

The District shall make every effort to provide the following assistance to teachers new to the district:

- No combination classes for two (2) years
- A start-up budget
- Workshop support
- A general site orientation/welcome
- No room changes for two (2) years at the secondary level
- A limited number of preparations at the secondary level
- Buddy stipends and release days

#### **15.1 EMPLOYEE INFORMATION**

- a) “Newly hired employee” or “new hire” means any employee new to the District or rehired by the District who is eligible to be represented by ETA, as outlined in Article 18, 18.1 of the Collective Bargaining Agreement (CBA) between Eureka Schools and ETA. This includes employees who were previously not represented by ETA and hired into positions which are now represented by ETA.

- b) Within 30 days of hire or by the first pay period of the month following hire, the District will provide ETA with the following contact information for all newly hired employees: name, job title, department, work location, work telephone number, and home, personal cellular telephone numbers, personal email address on file with the District, and home address, unless the employee has submitted a written request to the District not to disclose his/her home address, home telephone number, personal cellular telephone number, or personal email address, to ETA, in accordance with Government Code section 6254.3(c).

The District will provide this information to ETA in accordance with Government Code sections 6254.3 and 6207, and in compliance with the employee privacy requirements in applicable law.

- c) Periodic update of Contact Information: Each year by September 15, and upon written request, but in no event more frequently than every 120 days, the District will provide ETA with the information in subsection (b) above for all unit members.

The District will provide this information to ETA in accordance with Government Code sections 6254.3 and 6207, and in compliance with the employee privacy requirements described in applicable law.

## **15.2 NEW EMPLOYEE ORIENTATION**

- a) “New employee orientation” means the onboarding process of a newly hired employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, and any other employment-related matters. As such, the District will hold a “new employee orientation” session one time per year, on or about August.
- b) The District agrees to provide ETA access to its “new employee orientation” session, subject to the following provisions.
  - i. ETA shall receive not less than ten (10) days’ notice by e-mail in advance of the orientation to the lead negotiator and Association president.
  - ii. As part of new employee orientation, the District agrees to provide ETA with up to 30 minutes of time on the day of District orientation to conduct an ETA orientation, ten (10) minutes of which will be allowed for questions and answers without an administrator present.

- iii. The new employee(s) attending ETA orientation shall be on paid time at the standard teacher hourly rate. Union representatives attending such meeting on behalf of ETA are not on paid status for the meeting.

## **ARTICLE 16: NON-DISCRIMINATION**

The District shall not discriminate against any teacher in violation of any applicable State or Federal law which prohibits discrimination nor based on the exercise of the rights granted hereunder.

## **ARTICLE 17: PAYROLL DEDUCTIONS**

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 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 17.1.

## **ARTICLE 18: RECOGNITION**

- 18.1 The District confirms its recognition of the Association as the exclusive representative for that unit of teachers recognized by the District per its motion dated May 18, 1976, which reads in part:

"...The Eureka Teachers Association/California Teachers Association/National Education Association...the exclusive representative for a unit of all certificated teachers excluding management, confidential, supervisory, counselors, psychologists and substitutes...."

- 8.2 As used in this Agreement, "teacher" refers to all members of the bargaining unit represented by the Association unless the context clearly indicates that the term refers to less than all bargaining unit members.
- 18.3 It is agreed that day-to-day substitutes are not a part of the ETA unit and will be paid based upon salary schedules adopted pursuant to the Education Code.
- 18.4 Temporary teachers are part of the ETA unit. Temporary teachers are teachers serving under a contract which identifies the employment as being temporary in nature and who are temporarily taking the place of a probationary or tenured teacher who is on leave. Temporary employees shall be paid a salary based upon the same salary schedule as probationary and permanent teachers.
- A. The District will fill vacancies caused by the absence from service of probationary or permanent teachers with temporary employees where the absent probationary or permanent teacher is: (1) known not to return to service for the entire school year; or (2) is known not to return for either the entire first half of the school year or the entire second half of the school year; or (3) where the absent teacher leaves active service during the first half of the school year with at least 50 percent of the teacher duty days in the first half of the school year remaining unserved, and it is known that the absent teacher will not return during the balance of the school year.
- B. When the foregoing criteria are met, the District will post an announcement or vacancy for a temporary teacher with a posting time of five (5) days. The vacancy will be filled from available qualified applications within five (5) days of the end of the posting period. Should there be no qualified applicants; the posting period shall be repeated until the position is filled. During that period of time that follows the creation of the vacancy and until the position is filled with a temporary employee, the position may be filled with a day-to-day substitute. ("Qualified" means that an applicant meets all legal requirements for the posted position.)
- 18.5 Vacancies caused by the transfer, resignation, retirement or death of probationary or tenured employees or vacancies caused by the need to hire new probationary employees may be temporarily filled by non-bargaining unit day-to-day substitutes while replacements are being sought. If, however, these vacancies are not filled within 25 school attendance days of their creation, on the 26th day and each day thereafter, the day-to-day substitute shall be paid a daily rate calculated upon the certificated salary schedule plus an additional factor of 5% of the amount paid as salary in lieu of benefits which will not be provided (State Teachers Retirement System {STRS} will be charged as required by law). This use of day-to-day substitutes will not continue past the latter of the first day of the semester next following or three calendar months.

## ARTICLE 19: SALARY SCHEDULE NOTES

- 19.a The teachers' basic salary schedule is attached as Appendix C. Effective July 1, 2013 the salary schedule shall be increased by an ongoing 3%.
- 19.b Effective July 1, 2014 through June 30, 2015, the salary schedule shall be increased by 3%. This increase shall be removed from the schedule except as otherwise agreed in paragraph 19.c of Article 19.
- 19.c Effective July 1, 2015, the 3% increase described in 19.b will remain on the salary schedule on an ongoing basis.
- 19.e Effective July 1, 2018, the salary schedule shall be increased by 3.0%.
- 19.f Effective July 1, 2019, the salary schedule shall be increased by 1.0%.
- 19.g Effective July 1, 2020, the salary schedule shall be increased by 1.0%.\*

\* Note: Considering the state of California and District budgets, the District proposed, and the Association agreed, to add the 1% increase to the salary schedules and rates of pay six months early. The 1% increase was applied January 1, 2020 in place of the 1% increase scheduled to take place July 1, 2020, resulting in an additional six months at the increased rate.

- 19.h Effective July 1, 2021:
  - a. The teacher salary schedule shall be modified as follows:
    - i. Remove all A columns and column IB from the salary schedule;
    - ii. Band steps 1-2 together;
    - iii. Step 1, Class IIIB is the average between Step 1, Class IIB and Step 1, Class IVB;
    - iv. Step 2, Class IIB is the average between Step 1, Class IIB and Step 3, Class IIB; then
  - b. Increase the salary schedule by 6.25%.
  - c. Increase the SLP/Nurse salary schedule, 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) by 6.25%.

### 19.1 Professional Growth.

Credit for the following shall be accepted for advancement on the salary schedule: workshops and programs sponsored by the Office of the County Superintendent of Schools, university or college courses, District and local school workshops, institutes, grade-level or subject-area committee meetings, District and Association committees, curriculum study groups, conventions, cultural programs, conferences, travel courses, etc. For school nurses, continuing education units sanctioned by the Board of Registered Nursing (BRN) shall be accepted and are equivalent to



college course credits. In addition, the District may grant enhanced units to teachers for taking courses which enable them to provide District training.

Except for credits earned from college, university and BRN courses, the teacher shall complete a Credit for Advancement form and submit it, before beginning the course or program, to the District Personnel office for approval for professional growth and for assignment of unit value. Professional growth shall be granted pursuant to the requirements of the California State Education Code concerning placement of teachers on the salary schedule.

When professional growth is approved, the District shall assign a unit credit for salary schedule advancement equivalent to the designated unit of the institution or agency offering the course or program. If a unit designation has not been determined by the institution or agency, the District shall assign a unit credit for salary schedule advancement.

The provisions of this article shall be equitably applied to all teachers.

#### 19.2 Placement on the Salary Schedule-Initial

- A. New teachers placed on the Teacher's Basic Salary Schedule may be granted credit up to a maximum of ten (10) years of out-of-district experience unless the application of 19.3 allows more credit.
- B. Teachers with a start date on or after July 1, 2015 with active military service in the United States Armed Forces and honorable discharge therefrom shall be granted one (1) step on the Teacher's Basic Salary Schedule for three to five (3-5) years of active service or two (2) steps for six or more years of active service. To receive service credit, verification of active military service must be filed in the Office of the Superintendent by September 15 or within fifteen (15) days of employment if employment is after September 1. Years of service credit under 20.3 B may apply in addition to years calculated under 19.3.A or 19.3.C.
- C. Teachers who have previously taught in the Eureka City Schools and are re-employed after service in another school district shall be granted full credit for years taught in the Eureka City Schools plus up to five (5) years of experience in other school districts.
- D. Contract teachers who are employed on a part-time basis shall be placed on the Teacher's Basic Salary Schedule on a pro-rata basis.
- E. Career and Technical Education teachers will be placed on the Teacher's Basic Salary Schedule.

#### 19.3 Placement on Salary Schedule

A. Teachers employed for less than a full school day shall be responsible for class preparation and a pro-rated share of extra-curricular activities as described in Board policy.

B. FULL TIME

If a teacher is required by Board of Education action to serve in his/her regular assignment for a period in excess of the days of service specified as his/her normal work year, he/she shall be reimbursed for those days at his/her regular daily rate. The daily rate will also be used in determining the amount to deduct from any employee's warrant for each day of unexcused absence or absence in excess of authorized leave. The teacher's daily rate is determined by dividing his/her annual contract by the total number of days in the working year. The working year is defined as the total number of days the teacher is required by the governing board to be present for professional assignments.

C. PART TIME

In determining the salary of part-time teachers, other than those employed irregularly or on a part-time, hourly basis, as needed (i.e., adult education, hourly; or home and hospital instruction, hourly; G.A.T.E. teachers, hourly.), the following salary proration's shall be used:

1. Secondary (7-12)

A ratio that the total number of teaching periods or hours taught bears to the total number of teaching periods or hours taught by full-time teachers.

2. Elementary (K-6)

A ratio that the total number of teaching hours taught bears to the total number of teaching hours taught by full-time teachers in the applicable grade level.

Teachers employed to teach daily during the school year at their assigned grade level for a minimum day or more shall be paid full salary in accordance with Section 45024 of the Education Code.

Certificated teachers not otherwise provided for in this Agreement shall be paid according to the Salary Schedule listed as Appendix C.

D. COLUMN MOVEMENT ON THE SALARY SCHEDULE AND APRIL 1 DEADLINE

All unit members, expecting to move over in salary class because of units, or to add English Language Learners Authorization, must inform the Personnel Office no later than April 1 of each year on the provided district form.

Experience increments for full-time teachers are granted at the beginning of a fiscal year (July 1). One (1) increment, or step, on the salary schedule shall be granted for each year of service in the Eureka City Schools.

Teachers serving two (2) semesters in two (2) years or 75 percent or more of the days in which school is in session during any one (1) school year, qualify for a service increment on the salary schedule for the ensuing school year.

In cases of unforeseen circumstances where it was difficult for a teacher to reasonably expect that he/she would qualify for a class change, and the teacher did not submit the intent to move over by April 1 of the year, the teacher may request class movement no later than the first teacher work day of each year. This request will be reviewed by the ETA President and the Superintendent's designee, who will jointly recommend to the Superintendent who will render the final decision. The major basis of the decision will be whether the teacher would have known by April 1 of the opportunity to earn said units. Failure to meet the deadline due to being unaware of the deadline or a lack of planning does not constitute an "unforeseen circumstance."

Units must be completed prior to the first day of school and verification of units earned on official transcripts must be submitted to Personnel no later than December 1 of each year.

$2/3 \times \text{quarter unit} = \text{semester unit}$ .

#### 19.4 Work Year

- A. Librarians/Library Resource Teachers serving grades 6-12 shall report for duty one (1) week before other teachers are required to report for duty and remain one (1) week following the closing of school and are allowed all legal and local holidays between the first day teachers are required for duty in the fall and the last duty day in the spring.
- B. National Naval Defense Cadet Corps (NNDCC) or Navy Junior Reserve Officer Training Corps (NJROTC) instructors will work the regular teacher school year, plus any time necessary of the supervision and management of the NNDCC/ NJROTC Program, including field trips and summer cruises; however, they will be granted at least thirty (30) days leave period during the summer recess.

NNDCC/NJROTC instructors shall receive a \$2,572 yearly stipend, paid monthly. At no time may the salary of an NNDCC/NJROTC instructor exceed the highest salary on the certificated teacher's salary schedule.

Salary increases and adjustments granted to teachers of the Eureka City Schools in no way effect the salaries of NNDCC/NJROTC instructors.

#### 19.5 Method of Salary Payment

Teachers shall be paid at each teacher's option either: 1) in eleven (11) monthly installments beginning in August of one (1) year to and including June of the following year; or 2) in eleven

(11) monthly installments beginning in August of one (1) year to and including June of the following year, with 8.33% of the teacher's net pay to be deferred each month payable in one (1) additional warrant in June.

19.6 Effective July 1, 2016, Steps 24 and 27 shall be added to the Salary Schedule.

19.7 For 2016-17—the work year is to be reduced to 184 days. The day that is eliminated will be the one day of staff development previously organized by each teacher. The Salary schedule will remain the same with no deduction except as noted below. The District will add a day in 2016-17 for a total of 185 ongoing work days. This added day will be a district directed staff development day that promotes LCAP. For 2016-17 the day shall be scheduled for the week of August 22, 2016—specific date to be confirmed with discussions with ETA. In future years it is the intent of the parties to schedule this day during the course of the school year (around Halloween). In consideration of these terms and the March 31, 2016 settlement as a whole:

A. Increase each cell of the salary schedule by \$1325.00 effective January 1, 2016.

B. Increase District contribution for health benefits to \$1,000 (\$14 per month increase) effective January 1, 2016. *This increase is also stated in Article 9.*

19.8 Off-Schedule Bonus for Hard to Fill Positions

A. The District may provide a sign-on bonus in the form of a gradually forgiven 0% interest loan for the purpose of employing persons to assume the duties of “hard to fill” positions. Such off-schedule bonus shall be available to unit members hired on or after November 1, 2015 in designated “hard to fill” positions. These positions will be designated by the District in advance after consultation with ETA designee except as herein provided. Advertisements for eligible positions will include notice of the bonus. Current “hard to fill” positions include school nurse, math, and special education positions, and any position that is not filled after the initial recruitment process. The bonus will be in the form of an interest-free “loan” that is waived with continued service. The bonus shall not exceed \$6,000 and may be paid in increments over a period of time not to exceed 3 years.

B. The person receiving the bonus and the District shall enter into an agreement with the terms specified including amount of bonus, number of years of satisfactory service before loan is forgiven and other terms. The number of years of satisfactory service required for full forgiveness of the loan shall not exceed three (3) years.

## **ARTICLE 20: SAVINGS PROVISION**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force.

## **ARTICLE 21: SCHOOL CALENDAR**

The school calendar shall include one hundred eighty-two (182) teacher duty days plus four (4) Professional Development days or the equivalent. The Professional Development days are mandatory.

Each “day” will total 7 hours and 15 minutes with appropriate lunch and breaks. Each teacher will be required to sign in and out of each session. Part-time teachers shall work the full day at the full per-diem rate. Leave provisions of this contract shall apply except that it is agreed by the parties that leave provisions shall be limited to serious situations such as personal illness of a staff member, the illness of an immediate family member which requires the presence of the teacher, accident involving his or her person, or member of the immediate family, bereavement leave, or jury duty. It is the expectation of the parties to include professional development days as part of future calendar agreements.

Calendar negotiations will begin no later than the month of January, approximately 18 months in advance of the calendar year to be negotiated. The calendar will be agreed upon by April 1, approximately 15 months in advance if its implementation. When agreement is reached upon the calendar, it shall be separately approved as a binding agreement, independent of negotiations on other contract changes for the school year.

## **ARTICLE 22: SUPPORT OF AGREEMENT**

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear or cause members to appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiate process except by mutual agreement of the District and the Association.

## **ARTICLE 23: TEACHER HOURS**

23.1.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 instructional day for all grade levels will increase by 12 minutes/day (60 minutes/week). In 2024-25, the instructional day for all grade levels will revert to status quo (decrease by 12 minutes/day).

Effective January 3, 2022 grades TK -5 will have a common release time by decreasing the instruction day for grades 4-7 by seven (7) minutes and increasing the instruction day for grades TK – 3 by 18 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. (Effective January 3, 2022, for the 2021-22, 2022-23, and 2023-24 school years only, the duty day will not begin before 8:00 am nor end after 3:55 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.

#### 23.1.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

23.2 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.

23.3 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.

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.

- D. 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.

- 23.4 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.
- 23.5 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.
- 23.6 Instructional time shall be provided to maintain the SB 813 Expanded Day requirements. The instructional minutes shall remain the same as provided in the 2017-18 school year.

2017-2018 Instructional Minutes:

|                         |                                     |                |
|-------------------------|-------------------------------------|----------------|
| Elementary:             | Kindergarten:                       | 36,000 Minutes |
|                         | 1 <sup>st</sup> -3 <sup>rd</sup> :  | 50,400 Minutes |
|                         | 4 <sup>th</sup> & 5 <sup>th</sup> : | 54,000 Minutes |
| Middle School:          | 6 <sup>th</sup> – 8 <sup>th</sup>   | 54,000 Minutes |
| High School:            | 9 <sup>th</sup> – 12 <sup>th</sup>  | 64,800 Minutes |
| Alternative High School | 9 <sup>th</sup> – 12 <sup>th</sup>  | 33,480 Minutes |

Lunch, recess and break include passing times.

Student contact on minimum days for elementary grades shall not exceed 4 hours and 50 minutes.

- 23.7 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.
- 23.8 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.

- 23.9 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.
  5. Effective with the 2021-22 school year, the Mondays designated for administrative planning shall be 60 minutes in length.
  6. The alternating Mondays will be 60 minutes in length and planned by the on-site committee outlined in 23.9.3 above.

23.10 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.

## **ARTICLE 24: TEACHER SAFETY**

- 24.1 The District shall provide safe working conditions.
- 24.2 Safety related repairs or maintenance to the physical facilities of the District shall receive primary consideration.
- 24.3 Teachers shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety or well-being, should an official of a Public Health and Safety Office or a public agency of competent jurisdiction indicate that a potential problem exists.
- 24.4 It is the responsibility of the teacher to call any such conditions to the attention of their immediate supervisor. Such notice will be in writing and a copy will be provided to the Association. The District will provide the teacher with a response within ten (10) days of receipt. A copy of the District's response will be sent to the Association.
- 24.5 Teachers who are assigned students with special needs shall be informed in advance of those needs and provided appropriate training to handle such needs.
- 24.6 Any teacher who is asked to receive or who is assigned a student with known behavior problems or known violence-related behavior; or whose parent(s) or guardian(s) are known to have shown similar actions, shall be immediately informed of the facts known to the District.
- 24.7 Teachers have the right to suspend pupils for causes as permitted by the Education Code for the day of and the following day for each infraction.
- 24.8 In the interest of teacher safety, the District will make provisions for communication systems in all newly constructed facilities. Communication systems for existing schools will be requested on the basis of one school each year if the parties mutually agree that funds are available.
- 24.9 The District will neither request nor assign classroom teachers to health and/or medically related duties for which they are not credentialed or licensed.

Nothing in this section will prevent classroom teachers from voluntarily assisting students with health and medical procedures with which the teacher is familiar.

## **ARTICLE 25: TEACHER TRAVEL**

- 25.1.a Teachers authorized, as a part of their regular teaching assignment, to travel in their vehicles from one district work site to another, shall be reimbursed. Reimbursement shall be based upon monthly reports of mileage traveled at the rate recognized by the Internal Revenue Service for tax purposes. Changes in said rate shall begin January 1 of the calendar year following the Internal Revenue Service change.
- 25.1.b Every effort shall be made to avoid split assignments for secondary (Middle School/High School) teachers that require teacher travel between two secondary sites. A split assignment is defined as teaching at least one period at two different sites. When a secondary teacher has a split assignment, they will be compensated for travel at \$1000 per semester in lieu of monthly mileage claim.

## **ARTICLE 26: 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.

### **26.1 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.

## 26.2 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 designee shall implement section 26.3 below.

## 26.3 Involuntary Transfer of Teachers based on over/under staffing

- A. The Superintendent or designee shall determine which school(s)/programs 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. Center for Independent Study, Home & Hospital-) 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 designee shall meet with the teacher to be involuntarily transferred to explain the reason for the transfer. For involuntary transfers to take place in the subsequent school year, notice shall be given as soon as possible 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.
7. Teachers transferred after 5 weekdays before the first duty day of the school year shall be given four (4) days of release time or four (4) days of pay at their per diem rate (for preparation during non-duty time) to prepare.

8. Teachers to be involuntarily transferred shall have the right to request a transfer for any other opening for which they are qualified.
  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.
  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 31 the Superintendent or designee shall meet with the ETA President or designee to demonstrate the District's need to involuntarily transfer the impacted unit member(s) and discuss any potential alternatives.
- 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 1<sup>st</sup>, 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.

#### 26.4 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 26.3.A, the District may transfer a certificated unit member where Article 26.3.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.

Notice of an involuntarily initiated transfer shall be made as soon as possible. If notice is given after July 1, the unit member transferred will be given four (4) 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 26.4.

## 26.5 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:
1. 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.

## **ARTICLE 27: PEER ASSISTANCE AND REVIEW PROGRAM**

Effective July 1, 2018 application of this article is suspended until the parties agree to reinstate it.

## JOINT COMMITTEE

- 27.1 The Joint Committee will consist of seven (7) members. Members of the Joint Committee will include the Association President, or designee, three (3) other members selected by ETA, the Director of Personnel, and two (2) other administrators appointed by the District.
- 27.2 Term of service will be two years with the exception of the first year. During the first year two teachers will be selected to serve two-year terms and two teachers will serve three-year terms. One administrator will serve a two-year and two administrators will serve a three-year term. It is our intent to have new committee members on a regular basis.
- 27.3 The Joint Committee will establish its own internal operating procedures of the Joint Committee including the method of selection of a Chairperson. The chairperson will serve a one (1) year terms and shall alternate between teachers and administrators.
- A. The Joint Committee will establish a meeting schedule. To hold meetings five (5) of the seven (7) members of the Joint Committee must be present. A quorum must include at least 3 teachers. Such meetings may take place during the regular work day in which event teachers who are members of the Joint Committee will be released from their duties without loss of pay.
- B. The Joint Committee will adopt guidelines for implementing the provisions of this Article. These guidelines shall be consistent with the provisions of the agreement and the law, and to the extent that there is an inconsistency, the agreement will prevail, and to the extent the Agreement is inconsistent with the law, the law shall prevail. A copy of the adopted rules and procedures will be distributed electronically on an annual basis to all bargaining unit members and administrator. It is the intent of the Joint Committee to reach consensus.
- 27.4 The Joint Committee shall receive a yearly stipend of \$4,000 for services on the Joint Committee. This stipend is for the first organizational year and shall be renegotiated for the second year.
- 27.5 The Joint Committee shall be responsible for selecting Consulting Teachers. Written confirmation of participation in the Peer Assistance and Review Program will be provided by the Joint Committee to Participating Teachers, referred teachers, principals or immediate supervisors and Consulting Teachers.
- 27.6 All proceedings and materials related to administrator conducted evaluations, reports and other personnel matters shall be strictly confidential. (Limited to the Joint Committee and the Consulting Teacher).
- 27.7 The Joint Committee will approve trainers and/or training providers for the Consulting Teachers.
- 27.8 The Joint Committee will review the final report prepared by the Consulting Teacher and forward a final report to the Board. The Consulting Teacher's final report will not be evaluative in nature

and will be an anecdotal record of times met, topics discussed, etc., by the Consulting Teacher and Referred Participating Teacher.

- 27.9 The final administrative re-evaluation of the Referred Participating Teacher will follow the completion of the Consulting Teacher's final report. The administrator will submit a report to the Joint Committee recommending the Referred Participating Teacher continue in the Peer Assistance and Review Program or be exited from the Peer Assistance and Review program.
- 27.10 The Joint Committee shall annually evaluate the impact of the Peer Assistance and Review Program in order to improve it. The Joint Committee may submit recommendations for improving the Program to the Governing Board and the Association.
- 27.11 The Joint Committee will determine the number of Consulting Teachers in any school year guided by and subject to such factors as the number of Referred, Voluntary, and Beginning teachers and available funds not to exceed the funded amounts pursuant to AB1X minus the allowance for administrative expenses permitted by law. The parties agree that in light of the above-mentioned factors the number of Consulting Teachers may vary from year to year. Continuation in the Peer Assistance and Review program is subject to continued funding of AB1X.
- 27.12 It is the intent of the Joint Committee that the Consulting Teacher meet with the administrator who completed the Referring Participating Teacher's evaluation summary (Appendix B, page 4) for the purpose of clarifying the nature of the deficiency noted. The Referred Participating Teacher may attend this meeting and may have union representation present if the Referred Participating Teacher desires.
- 27.13 Participants shall include all Referred Participating Teachers and probationary teachers. Voluntary participation shall be dependent on availability of funds and consulting teachers.
- 27.14 The Joint Committee will be afforded clerical support for distributing minutes, typing reports, recommendations, etc.

## **ARTICLE 28: SPECIALIZED INSTRUCTIONAL SERVICES**

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

### **HOURLY RATE**

|                     | <u>1/1/20-7/1/21</u> | <u>7/01/21-6-30-24</u> |
|---------------------|----------------------|------------------------|
| 25 or more students | \$32.82              | \$34.87                |
| 22-24 student       | \$28.86              | \$30.66                |
| 18-21 students      | \$22.40              | \$23.80                |



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.

- 28.2 As of July 1, 2021, the Summer School teacher rate and the hourly teacher rate shall be \$35.00 per hour.
- 28.3 Regular Adult Education teachers shall be given preference in Adult Education summer school hiring.
- 28.4 Home and Hospital teachers shall be paid according to the following schedule.

#### HOURLY RATE

| <u>STEP</u> | <u>7/1/20-6/30/21</u> | <u>7/01/21-6/30/24</u> |
|-------------|-----------------------|------------------------|
| 1           | \$29.55               | \$31.40                |
| 2           | \$31.05               | \$32.99                |
| 3           | \$32.61               | \$34.65                |
| 4           | \$34.23               | \$36.37                |
| 5           | \$35.96               | \$38.21                |
| 6           | \$36.98               | \$39.29                |
| 7           | \$38.00               | \$40.38                |
| 8           | \$39.02               | \$41.46                |
| 9           | \$40.04               | \$42.54                |
| 10          | \$41.06               | \$43.63                |

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.

#### 28.5 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.

#### 28.6 Contract adult school teachers shall have no more than thirty (30) hours of student contact per week. (moved from Article 25.7)

**This reflects the full agreement of the parties and, closes negotiations for 2021-22, 2022-23, and 2023-24.**

The foregoing is agreed to by the Association and the Eureka City Schools Board of Education.

ETA/CTA/NEA

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ETA Bargaining Chair

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Date

Eureka City Schools

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Director of Personnel Services

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Date

28.5 Teachers on Special Assignment as Instructional Coaches (IC)

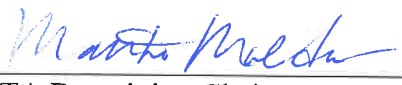
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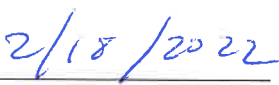
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ETA/CTA/NEA

  
\_\_\_\_\_  
ETA Bargaining Chair

  
\_\_\_\_\_  
Date

Eureka City Schools

  
\_\_\_\_\_  
Director of Personnel Services

  
\_\_\_\_\_  
Date