

AGREEMENT
BETWEEN THE
ASSOCIATION OF
CORONADO TEACHERS
AND
THE CORONADO UNIFIED
SCHOOL DISTRICT
EFFECTIVE JULY 1, 2018
THROUGH
JUNE 30, 2020

Table of Contents

Pages	Title
Article I: 1-3	Agreement
Article II: 1-2	Recognition
Article III: 1-3	Definition of Terms
Article IV: 1	Negotiations Procedures
Article V: 1	Maintenance of Standards
Article VI: 1	Non-Discrimination
Article VII: 1	Savings Clause
Article VIII: 1	Statutory Changes
Article IX: 1	Miscellaneous Procedures
Article X: 1-9	Grievance Procedure
	Level I2
	Level II.....2
	Level III3
	Level IV.....4
	Level V5
	Time Limits6
	General Considerations.....8
Article XI: 1-2	Dues Authorization
Article XII: 1-3	Association Rights
Article XIII: 1-5	Transfer and Reassignment
	Definitions.....1
	Notification of Interest1
	Voluntary Reassignments2
	Voluntary Transfers3
	Part-time Unit Members3
	Involuntary Transfers4
	Involuntary Reassignments.....5
	Members Returning from Leave.....5

Article XIV: 1-5

Evaluation Procedure

Personnel Files3
Complaints.....5

Article XV: 1-5

Unit Member Hours/Adjunct Duties

Work Year1
Support Services2
Workday2
Emergency Situation3
Preps.....3
Relief Brake5
Duty Free Lunch5
Lunch Supervision.....5
Early Release5
Travel between Sites5
Release Time.....5
Extended Day, Non-Athletic Activities5

Article XVI: 1-2

Safety Conditions of Employment

Article XVII: 1-15

Leaves

Sick Leave.....1
Personal Business.....3
Industrial Accident/Illness3
Bereavement.....4
Personal Necessity.....5
Maternity7
Uncompensated8
Judicial/Jury Duty9
Educational.....10
Legislative.....10
Sick Leave Bank.....11
Family Care Leave.....14

Article XVIII: 1-3

Health and Welfare

Article XIX: 1-8

Salary Provisions

Extended Day General1
Athletic Extended Day.....3
Non-Athletic Extended Day4
Salary Schedule.....5
Supervision Pay.....7
Stipends.....8
Buy Back Days8
Extended School Year8

Article XX: 1	Class Size
Article XXI: 1-2	Laws Regarding Special Education
Article XXII: 1-10	Peer Assistance and Review
Article XXIII: 1-3	Professional Growth
Article XXIV: 1-4	Just Cause Discipline
Article XXV: 1-2	Committee on Assignment
Article XXVI: 1	Calendar
Appendix A: 1-3	Extended Day
Appendix B: 1	Salary Schedule
Appendix C: 1	Calendar
Appendix D: 1-10	Teacher Evaluation Procedures
Appendix E: 1	Sick Leave Bank Donation Request Form
Appendix F: 1	Sick Leave Bank Withdrawal Request Application
Appendix G: 1	Catastrophic Illness or Event Notification Process
Appendix H: 1	Comparison Districts
Appendix I: 1-39	Historical Section

ARTICLE I
AGREEMENT
July 1, 2018 – June 30, 2020

1.1 Term of the Agreement

1.1.1 The Articles and provisions contained herein and the appendices attached hereto constitute a bilateral and binding agreement ("Agreement") by and between the Board of Education of the Coronado Unified School District ("Board") and the Association of Coronado Teachers (ACT)/California Teachers Association (CTA)/National Education Association (NEA) ("Association"), an employee organization.

1.1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Educational Employment Relations Act.

1.1.3 Term

This Agreement shall commence on July 1, 2017, and continue in effect until June 30, 2020. For each school year covered by this agreement, each party shall have the right to reopen three articles of the Agreement.

1.2 Effect of Agreement

1.2.1 This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, rules, or regulations concerning matters covered herein.

1.2.2 The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by law from compromise through negotiations; and the understandings and agreements arrived at after the exercise of the right and opportunity are set forth herein.

Except for (1) the exercise of reopening rights, (2) negotiations arising from programs initiated by District management which impact negotiable terms

and conditions of employment, or (3) legislative enactments impacting negotiable matters during the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- 1.2.3 All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District and the Association.
- 1.2.4 This Agreement shall be subject to change, amendment, or supplement, at any time by mutual consent of the parties. Any such change, amendment, supplemental agreement shall be reduced to writing, signed by the parties, and submitted to the Board of Education and members of the Association for ratification. When the memberships of the Association and the Board of Education have ratified the Agreement, it shall be implemented in accordance with its terms.
- 1.2.5 There shall be two (2) signed copies of the final Agreement for record keeping purposes. One (1) shall be retained by the District and one (1) by the Association.
- 1.2.6 Within one (1) month of ratification of this Agreement by both parties, the District agrees to print and provide, without charge, fifteen (15) copies of the Agreement to the Association. In addition, a copy will be supplied to all administrators, association representatives, and new certificated employees. Copies shall also be available at each unit member work site/department. The Agreement shall be posted on the District's website.
- 1.2.7 Improvements in statutory benefits for unit members, which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall be incorporated into this Agreement.

1.2.8 Reduction or elimination of statutory benefits for unit members which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten (10) days of such amendment or repeal to set a date to negotiate for the purpose of restoring such benefits in this Agreement to the extent the law permits.

1.2.9 **Non-Reduction of Benefits**

Negotiable benefits provided in this Agreement shall not be removed or reduced during the term of this agreement unless mutually agreed upon, and in compliance with the Act.

ARTICLE II RECOGNITION

2.1 Recognition

- 2.1.1 The Board hereby recognizes the Association of Coronado Teachers, Incorporated, ("Association") an affiliate of the California Teachers Association and the National Education Association, as the Exclusive Representative for those employees described in Section 3.1.2 of this Agreement.
- 2.1.2 No other group or organization, or representative thereof, shall be permitted to engage in any meeting or negotiating with the District on behalf of any employee included in the unit.
- 2.1.3 The Association recognizes the Board as the duly elected representative of the electors of the District, and the Association agrees to negotiate only with the Board or duly authorized representatives designated by the Board to act in its behalf.
- 2.1.4 The Association agrees further that neither it nor any of its agents shall attempt to negotiate privately or individually with any Board member or administrator regarding this Agreement.
- 2.1.5 The Association on behalf of the unit members hereby retains and reserves unto itself all powers, rights, duties, and responsibilities conferred upon and vested in it by the law, the Constitution of the State of California, and the Constitution of the United States.
- 2.1.6 The Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities of the State of California, and the Constitution of the United States, including, but without limiting the generality of the foregoing, the following rights:

- (a) To determine and administer policy.
- (b) Subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and to promote and to transfer all employees.
- (c) To determine the number and kinds of personnel necessary for the efficient operation of the District and to direct their activities.
- (d) To determine the curriculum.
- (e) To build, move, or modify the facilities.
- (f) To develop and administer the budget.
- (g) To determine the methods of raising revenue.
- (h) To contract out work.
- (i) To take action on any matter in the event of a natural or human emergency.
- (j) To delegate to the Superintendent and other legally appointed officers the operation of the school system, its properties and facilities, including but not limited to, innovative and experimental exploration in the field of education, experimental and innovative uses of District facilities, and experimental and pilot investigation of new educational programs.

2.1.7 The exercise of the foregoing powers, rights, authority, decisions and responsibilities by the District; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with law. It is not the intention of the parties, in setting forth the foregoing rights, to detract or diminish in any way the rights of unit members or the Association as expressly set forth in this Agreement.

ARTICLE III
DEFINITION OF TERMS

3.1 Definitions

- 3.1.1 The term “ACT” means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title 1 of the Educational Employment Relations Act of the State of California.
- 3.1.2 The Term “Unit Member” refers to any regular certificated employee of the District covered by this Agreement. Temporary, probationary or permanent, part-time or full-time classroom teachers including, but not limited to, psychologists, nurses, speech and language pathologists, education specialists, school counselors, adapted physical education teachers, reading specialists, teachers on special assignment, and career/technical education (CTE) teachers considered to be unit members.
- 3.1.3 Substitute teachers, non-unit member summer school teachers, adult education teachers, and the positions of Superintendent, Associate Superintendent, Assistant Superintendent, Senior Director of Human Resources, Senior Director of Learning, Director of Technology, Principals, and Assistant Principals are not considered unit members.
- 3.1.4 A full-time employee means one who is assigned under contract for one semester or more to work the entire day for all of the duty days in that semester as provided in this agreement.
- 3.1.5 A part-time employee means one who is assigned under contract for one semester or more to work less than the regular full-time employee as defined in this agreement.
- 3.1.6 The term “association” means the Association of Coronado Teachers.
- 3.1.7 The term “board” means the Board of Education of the Coronado Unified School District.

- 3.1.8 The term “district” means the Coronado Unified School District.
- 3.1.9 The term “duty days” means the days on which unit members are required to perform services for the district.
- 3.1.10 The term “school days” means the days students are required to be in attendance.
- 3.1.11 The term “exclusive representative” means the Association of Coronado Teachers.
- 3.1.12 The term “fiscal year” or “school year” means the one-year period from July 1 to June 30.
- 3.1.13 The term “certificated employee” means a unit member.
- 3.1.14 The term “per diem” rate of pay means the unit member’s annual salary divided by the unit member’s annual number of contractual duty days.
- 3.1.15 The “hourly per diem” rate of pay for a full time unit member means the per diem rate of pay divided by seven hours, thirty-five minutes. For part-time unit members, the per diem rate of pay will be prorated as described in Article 19.3.4. This rate shall include compensation for curriculum development, collaborative planning, and District-mandated professional development that occurs outside of the unit member’s regular work day.
- 3.1.16 The “non-per diem” hourly rate of pay for a unit member means the rate listed in Article 19.1.2. This rate shall include compensation for training (outside of the unit member’s regular work day), break and lunch supervision, and district authorized and organized after-school student support/activities, or attendance at individualized education plan (IEP) or section 504 plan meetings during a unit member’s planning period, except when a unit member is performing duties pursuant to their extended day assignments.
- 3.1.17 When compensation is appropriate, district administration will

communicate, prior to the event, the per diem rate that will be paid.

- 3.1.18 The term “temporary employee” means one who is assigned under contract for one or more semesters to replace a teacher on a leave of absence or one whose position is funded by short-term funding sources.
- 3.1.19 A Memorandum of Understanding (MOU) is defined as an agreement between ACT and the District. A valid MOU contains the following components:
- a) A clear description of the agreement/understanding between ACT and the District
 - b) An implementation date.
 - c) A statement regarding the effective term of the MOU, i.e. an end date or a statement that the MOU will be included in the Collective Bargaining Agreement (CBA).
 - d) If the MOU is to be included in the CBA, the MOU will include the appropriate Article, Section, and a date by which the CBA will be updated to contain the MOU. Once the CBA is updated, the District website’s CBA will be updated within ten (10) days.
 - e) At least two (2) ACT members and one (1) District administrator will sign an MOU.

**ARTICLE IV
NEGOTIATIONS PROCEDURES**

4.1 Commencement of Negotiations

Unless mutually agreed otherwise, on or about October 15, but not later than December 15 of the contract year in which specific elements of the Agreement expire (i.e., salary, health and welfare benefits, calendar), the Association shall present to the Board during a public session, in writing, all new proposals regarding items that are to be negotiated for the successor Agreement. The Board shall present its proposals for the successor Agreement no later than the first Board meeting following presentation of the Association proposal. Dates may be modified by mutual agreement.

4.2 Negotiation Team

Neither the Association nor the District shall have more than a total number of seven (7) representatives, consultants, counsel, advisors, or other persons in attendance at negotiation sessions or negotiations-related meetings without mutual consent. Each unit member representative shall receive a reasonable number of release hours per negotiation sessions.

4.3 Tentative Agreements

During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties. Negotiating sessions will be at mutually agreed upon times and places.

4.4 Financial Information

4.4.1 Within five (5) duty days of Board approval, the District shall furnish the Association President and Bargaining Chair with an electronic version and two (2) hard copies of all relevant county and state required reports, and copies of non-confidential information it produces that are necessary for the Association to fulfill its role as the exclusive bargaining representative.

4.4.2 Not later than November 1, the District shall furnish the Association Bargaining Chair with a placement of personnel on the respective salary schedules as of October 1. Not later than February 1, the District shall provide the Association Bargaining Chair with a report which shows the placement of unit members and their dependents in each health and welfare benefit program.

ARTICLE V
MAINTENANCE OF STANDARDS

5.1 Non-Reductions of Benefits

The Board shall not reduce or eliminate any benefits or professional advantages embodied in this Agreement as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement.

**ARTICLE VI
NON-DISCRIMINATION**

6.1 Personal Non-Discrimination

6.1.1 The District and ACT shall not illegally discriminate against any unit member on the basis of race, color, national origin, religion, sex, sexual orientation, age, disability, marital status, pregnancy, creed, political affiliation not prohibited by law, domicile, membership in an employee organization, participation in the activities of an employee organization, or the exercise of rights contained in this Agreement.

6.1.2 Nothing in this article shall prohibit the District from abiding by local, state, and federal statutes, orders, or directives.

6.1.3 Further, nothing in this article shall constitute a unit member's rights to process a discrimination claim through an appropriate government agency, or a court of competent jurisdiction.

6.1.4 No grievance shall be processed through the grievance procedure involving this provision if the unit member pursues any other available legal course of action.

6.2 Membership Non-Discrimination

Teacher application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

**ARTICLE VII
SAVINGS AND SEVERABILITY**

7.1 Safety and Severability

Should any article, clause or section of this Agreement be declared illegal in a final decision by a court of competent jurisdiction, said article, clause or section, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, clauses and sections shall remain in full force and effect for the duration of the Agreement.

7.2 Renegotiation Time Limit

The parties shall meet not later than fifteen (15) duty days after such court decision to renegotiate the provision or provisions affected, to the extent the law permits.

ARTICLE VIII STATUTORY CHANGES

8.1 Statutory Changes Incorporation

Improvements in statutory benefits for unit members, which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall be incorporated into this Agreement.

8.2 Restoration of Benefits

Reduction or elimination of statutory benefits for unit members which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten (10) duty days of such amendment or repeal to set a date to negotiate for the purpose of restoring such benefits in this Agreement to the extent the law permits.

**ARTICLE IX
MISCELLANEOUS PROVISIONS**

9.1 Individual Contracts

There shall be no contracts regarding matters covered by the terms of this Agreement between individual unit members and the Board with the exception of any mutual agreement reached pursuant to Section 9.4 below.

9.2 Interpretation of Agreement

The provisions of this Agreement shall not be interpreted or applied in an arbitrary, capricious, or discriminatory manner.

9.3 Resignation

In accordance with Board Policy #4217.17, the Superintendent has the authority to accept the resignation of an employee on behalf of the Board.

9.4 Unit Member Copyrighted Material

The rights of unit members who participated in the production of copyrighted material during the course and scope of their employment with the District shall be determined with reference to federal copyright laws. The only exception shall be when a unit member, the District and the Association reach and sign a mutual agreement related to the copyright of specified material.

ARTICLE X
GRIEVANCE PROCEDURE

10.1 Definitions

10.1.1 Grievance

A grievance is a claim of one or more unit members or the Association acting by permission of the unit member that there has been a violation, misinterpretation or misapplication of a provision of this Agreement, or a violation, misapplication or misinterpretation of the Education Code or Board Policy as it bears upon some aspect of this Agreement.

10.1.2 Aggrieved Person

An aggrieved person is the person or persons, including the Association or representatives thereof, acting by permission of a unit member making the claim.

10.1.3 A Party in Interest

A party in interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

10.1.4 Representative

A representative is another unit member, an agent of the Association, or legal counsel who shall represent any party in interest at his or her election.

10.1.5 Claim

A claim is the assertion of a grievance by one (1) or more unit members or by the Association acting by permission of the unit members.

10.2 Purpose

The purpose of a grievance procedure is to secure at the lowest possible administrative level, equitable solutions to problems, which may from time to time arise regarding interpretation or application of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

10.3 Procedure

10.3.1 Level I: School Principal

10.3.1.1 No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty (20) duty days after the aggrieved person knew, or reasonably should have known, of the act or condition and its aggrieving nature that form the basis of the grievance; and if not so presented, the grievance will be considered as waived. An aggrieved person will first discuss the grievance with the appropriate principal or principal's designee with the objective of resolving the matter informally. The aggrieved person may have a representative(s) present at this informal meeting. If the aggrieved person is not satisfied with the disposition of the grievance, he or she may file the grievance in writing with the principal and may also file with the President of the Association. If the aggrieved person has not filed a claim within ten (10) duty days after speaking with the principal informally, the grievance will be deemed to have been waived.

10.3.1.2 Upon receipt of the written grievance, the principal shall render within five (5) duty days a written decision and the reasons therefore to the aggrieved person and the President of the Association.

10.3.2 Level II: Superintendent or Designee of the Superintendent

10.3.2.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level I or if no written decision has been rendered within five (5) duty days after the principal receives the written grievance at Level I, the aggrieved person may within five (5) duty days, forward the written grievance to the Superintendent.

- 10.3.2.2 Within five (5) duty days after receipt of the written grievance by the Superintendent, the Superintendent or the Superintendent's designee shall meet with the aggrieved person, the Association representative, and another representative selected by the aggrieved person if desired, in an effort to resolve the matter.
- 10.3.2.3 Within ten (10) duty days after meeting with the aggrieved person, the Superintendent shall submit in writing a proposed resolution to the aggrieved person and to the President of the Association.
- 10.3.2.4 Within ten (10) duty days after receipt of the Superintendent's proposed resolution, the Association representative and the aggrieved person shall transmit to the Superintendent a written response. Such response shall indicate agreement or disagreement with the Superintendent's proposed resolution. Supporting rationale shall accompany a position of disagreement.
- 10.3.2.5 Following completion of Level II, if the aggrieved person wishes to pursue the grievance, he/she shall have the option of proceeding next to either Level III or Level IV. However, both Levels III and IV must be completed before proceeding to Binding Arbitration.

10.3.3 Level III: Board of Education

- 10.3.3.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level II or the time limits expire without issuance of the Superintendent's written reply, the aggrieved person may submit the grievance to the Board for consideration. Such action must be taken no later than fifteen (15) duty days after the Superintendent's written decision has been rendered or the time limits for said decision have expired. The Board shall consider the grievance in Closed Session.

The aggrieved person, his or her representative, and a representative of the Association may present a written or oral argument to the Board during the Closed Session. The Board shall consider only those evidentiary materials which have been presented at Levels I and II.

10.3.3.2 Written notification of the Board's decision shall be made to the parties in interest within ten (10) duty days after the Closed Session in which the parties in interest presented the grievance. If the Board fails to provide said written notification, the grievance shall be granted in favor of the aggrieved. The Board shall see that appropriate action is expeditiously implemented.

10.3.4 Level IV: Advisory Mediation

10.3.4.1 If the grievant is not satisfied with the decision at Level II or Level III, the Association may within five (5) duty days submit a request, in writing, to the Superintendent for advisory mediation of the dispute. The Association shall then make a written request to the California Conciliation Services for the services of a mediator. A copy of such request will be provided to the Superintendent. Mediation proceedings will be conducted within a reasonable time, but not less than five (5) duty days following the availability of a mediator.

10.3.4.2 All expenses attendant to the mediation shall be borne by the party incurring them.

10.3.4.3 The mediator shall, as soon as possible, hear evidence and arguments from the parties, and shall endeavor to assist them in drafting a mutually satisfactory settlement agreement. If no agreement is reached, the mediator shall render an advisory decision on the issue or the issues submitted, as provided in Section 10.3.4.5. If the parties cannot agree upon a submission agreement, the mediator shall determine the issues by referring to the written grievances and the answers thereto at each step.

- 10.3.4.4 The mediator shall have no power to add to, subtract from, or modify the terms of the Agreement.
- 10.3.4.5 Within ten (10) duty days following the mediation proceedings, the mediator will submit a written statement of findings and recommendations to all parties.
- 10.3.4.6 The Superintendent or Board will then have five (5) duty days to consider the mediator's recommendation and to inform the Association and the aggrieved person in writing of the decision regarding its disposition.
- 10.3.4.7 If the aggrieved party and/or the Association is not satisfied with disposition of the grievance at the previous highest level or if no disposition has occurred within five (5) duty days of receipt of the mediator's recommendation, the aggrieved party may request the Association to submit the grievance to arbitration. Such request shall be submitted to the Association President in writing within ten (10) duty days of receipt of the disposition at Level IV.

10.3.5 Level V: Binding Arbitration

- 10.3.5.1 If the aggrieved party is not satisfied with the decision at the previous levels, within ten (10) duty days of receipt of that decision, the grievant may request that the Association proceed to Binding Arbitration. If the Association decides to proceed to arbitration, it shall notify the District in writing, within ten (10) duty days of receipt of the aggrieved person's request for arbitration. Within ten (10) duty days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall request a list of arbitrators from American Arbitration Association/California Conciliation Services.

The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

10.3.5.2 The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusion of the issues submitted. The arbitrator will be without power or authority to make any decision that requires of the commission an act which is prohibited by law or which violates the terms of this Agreement. However, it is agreed that the arbitrator's award may include a remedy that will restore (i.e. make whole) the injured party but will not include any punitive damages. The decision of the arbitrator will be submitted to the Association and the Superintendent and will be final and binding upon the parties. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

10.3.5.3 Except as provided herein, all costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. Arbitrator's fees and costs for grievances pursuant to Article XXIV, Just Cause/Discipline, will be borne by the District. All other costs, except for released time for the grievant(s), Association representative(s) and witnesses will be borne by the party incurring them.

10.4 Time Limits

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

- 10.4.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums, and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
- 10.4.3 In the event a grievance is filed at such times that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in harm to the aggrieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.
- 10.4.4 Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given at the preceding step.

10.5 Expedited Arbitration

- 10.5.1 Upon mutual agreement of the Association and the Superintendent and Board, a grievance may be taken directly to arbitration.
- 10.5.2 The arbitration may be held under the Expedited Rules of the American Arbitration Association at the option of the Association and the District acting jointly. Notice of such option shall accompany the Demand for Arbitration.

10.6 Rights of Representation

A unit member alleging a grievance may be represented at all stages of the grievance procedure by an Association-designated representative. In accordance with applicable Government Code, a unit member may process a grievance through Level IV without an Association-designated representative provided that any adjustment reached prior to arbitration is consistent with the terms of the Agreement. If a unit member presents a grievance on his/her own behalf, the Association shall have the right to be notified of the grievance and to be present and state its views at all levels. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and its proposed resolution and has been given the opportunity to file a response.

10.7 No Reprisals

No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board or by any Association officers, members, or advisors against the aggrieved party, any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

10.8 General Considerations

10.8.1 The Association, either on its own behalf or on behalf of the affected teachers, may initiate a grievance at Level II that affects more than one teacher in a single building or teachers in more than one building.

10.8.2 The aggrieved person may change his or her designated representative at any level during the grievance process. The President of the Association shall designate an Association representative acting by the permission of the unit member. The aggrieved person shall be present at all steps of the grievance procedure.

10.8.3 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared by the Association and the District and given appropriate distribution so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.

10.8.4 Upon request, the Superintendent or designee, and the Association representative agree to make available to all parties in interest all pertinent information not privileged under the law that is relevant to the issues raised by the grievance.

10.8.5 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the duty day, he/she will, upon notice to the principal or immediate supervisor by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities.

Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.

- 10.8.6 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 10.8.7 Action by a unit member to challenge or change the provisions of this Agreement or the policies of the District is not within the scope of the grievance procedure.
- 10.8.8 When multiple grievances are filed which present common issues of facts and contract interpretation, the Superintendent and the aggrieved persons may mutually agree on the consolidation of said grievances.
- 10.8.9 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved party shall submit such grievance in writing directly to the Superintendent and the Association with the processing of such grievance to commence at Level II.

ARTICLE XI
DUES AUTHORIZATION

11.1 Organizational Choice

Unit members have the absolute right to form, join, or participate in the organization(s) of their choice.

11.2 Dues and Agency Fee Deductions

The District agrees to deduct the amount of Association dues and any other assessments, or agency fees from the pay of unit members. Agency fees shall be deducted for unit members who do not become members of the Association.

11.3 Payment of Moneys

With respect to all sums deducted by the District for membership dues or agency fees, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

11.4 Membership/Agency Fee Communication

The Association and the District agree to furnish each other any information needed to fulfill the provisions of this Article, such as, but not limited to, monthly notification of any newly hired bargaining unit members.

11.5 Religious Exemptions

11.5.1 Any unit member who qualifies as a religious objector shall not be required to join or financially support the Association as a condition of employment. Such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

1. American Cancer Society.
2. Children's Hospital.
3. United Way.
4. San Diego Hospice.
5. American Lung Association.

- 11.5.2 To receive a religious exemption, the unit member must obtain a form from the Association and submit a detailed written statement establishing the basis for the religious exemption. If the written statement is accepted, the unit member shall make the full dues payment to an appropriate charity listed above. Such payment shall be made in accordance with procedures established by the Association.
- 11.5.3 Proof of payment shall be made on an annual basis to the Association as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and the charity to which payment in lieu of the agency fee has been made. No in-kind services may be received for payments, nor may the payment be made in a form other than money, such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.
- 11.5.4 In the event the unit member fails to furnish the proof as stated in section 11.5.3, the unit member will be assessed the agency fee, as described in 11.2. Such agency fee must be equal to ACT/CTA/NEA dues for that school year.
- 11.5.5 Any unit member making payments as set forth in the sections 11.5.1 to 11.5.4, and who requests that the grievance or arbitration provisions of this Agreement be used on his or her behalf shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

11.6 Written Authorization for Payroll Deductions

Upon appropriate written authorization from a unit member for a salary deduction, the District will make such deductions and make the appropriate remittances for annuities, credit unions, charitable donations, or any other plans or programs for which such deductions are permitted by law.

ARTICLE XII
ASSOCIATION RIGHTS

12.1 The Association shall have the right to consult on the definition of educational objectives, LLCAP, the determination of the contents of courses and curriculum, and the selection of textbooks; to the extent such matters are within the discretion of the Board under the law.

12.1.1 The District shall be given written notice to the Association that action on any matter of consultation, as defined above, is being considered. Such notice shall be given to provide sufficient time for the parties to meet and consult in good faith.

12.1.2 Should the Association exercise its right to consult, within ten (10) duty days the parties shall meet to exchange information, options, proposals and recommendations freely and to make a good faith effort to reach a resolution on the matter(s) under consideration.

12.1.3 The District shall give full consideration to such recommendations made by the Association prior to arriving at a determination of policy or course of action.

12.2 Use of Facilities

Subject to Board Policy regarding access and use of District facilities and services adopted April 1, 1976, the Association may post notices, use intradistrict mail service, and transact Association business on school property at reasonable times. The Association shall have the right of access at reasonable times with reasonable notification to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation, and the right to use institutional facilities at reasonable times with reasonable notification for the purpose of meetings concerned with the exercise of its rights pursuant to the Act.

12.3 Unit Member Representation

The Association shall, in accordance with the Act, represent unit members in their employment relations with the District.

12.4 New Employee Orientation/Employee Information

12.4.1 The district shall provide at least 10 duty days' notice to the Association President of any scheduled group orientation meetings for new employees

and permit the Association 60 minutes of uninterrupted time, prior to lunch time at the District's orientation, to address the new employees. District administration will excuse themselves during Association time.

12.4.2 At times during the school year when no group orientation meetings for new employees are scheduled, and a new employee is hired, the District will notify the Association on or before the day that the new employee signs their District paperwork. Via an e-mail to the Association president, the District shall furnish the Association with the information listed in 12.4.3. Within two duty days of the new employee's hiring, the employee shall be provided 60 minutes during duty time to meet with the Association, not during instructional time, (to provide access between the employee and the Association without impacting instruction or incurring a cost, i.e. substitute pay, release time, or other compensation).

12.4.3 Unless an employee has requested the following information be withheld to preserve personal privacy, the District shall provide the Association the following information for existing and new employees electronically, in editable format:

- name
- job title
- personal email
- personal cell phone number
- work location
- grade level/assignment
- FTE status
- Employment status (temporary, probationary, permanent)

Said information shall be provided to the Association twice annually: by October 1 and February 1.

12.5 Unit Member Representatives on Committees

The Association shall have any right granted to it under any statute to be involved in the selection of members of committees pertinent to the educational process.

12.6 Agenda Provision

The District shall provide the Association with an appropriate number of copies of the complete Board meeting agenda minus Closed Session material; to wit: one for each school site to be posted on the Association bulletin board, one for the President of the Association, and one for each person designated as classroom representative to the Board.

12.7 Release Time

- 12.7.1 The Association President or designee shall be provided release time of a total of twenty (20) days for both individuals per school year at no loss of salary or other benefits.

- 12.7.2 Bargaining Team member shall be provided ten (10) release days for negotiations including preparation time at no loss of salary or other benefits.

ARTICLE XIII
TRANSFER AND REASSIGNMENT

13.1 General

The Superintendent, or designee, pursuant to Section 35035 of the Education Code, shall determine assignments for unit members.

13.2 Definitions

13.2.1 Transfer is defined as the movement of a unit member from one (1) school site to another pursuant to Section 13.2.5.

13.2.2 Reassignment is defined as the movement of a unit member from:

- (a) One grade to another at the elementary level (grades K-5).
- (b) One grade to another at the secondary level (grades 6-12).
- (c) One subject to another subject at the secondary level.
- (d) One department to another department at the secondary level.

13.2.3 Voluntary Transfer/Reassignment is a transfer or reassignment which is initiated through a request by a unit member.

13.2.4 Involuntary Transfer/Reassignment is a transfer or reassignment which is initiated by the Superintendent or designee.

13.2.5 Vacancy is defined as the existence of a teaching position resulting from the creation of a new position due to increased enrollment or change in population, the approval of a leave, a transfer or reassignment, or the need to fill a position because a unit member has left the employ of the District.

13.3 Notification of Interest in Transfer or Reassignment

13.3.1 An official District Reassignment/Transfer form will be completed annually by February 15, indicating the unit member's interest in pursuing a voluntary reassignment or transfer within the District.

- 13.3.2 The Reassignment/Transfer form will be kept on file in the District's Human Resources office during the following year and will be used in determining the names of those unit members interested in reassignments and transfers.
- 13.3.3 In the case of a change to any of the information on the Reassignment/Transfer form it is incumbent on the unit member to notify the District of these changes as soon as possible.

13.4 Filling Vacancies Through Voluntary Reassignments

- 13.4.1 If a vacancy occurs during the school work year, the site principal will determine whether the position should be filled through a reassignment. The principal will discuss the vacancy first with his/her staff; then refer, if there is no interest, to the Reassignment/Transfer forms to fill the position.
- 13.4.2 If a vacancy occurs during the summer, the site principal will use the current Reassignment/Transfer forms completed by the unit members from the preceding February 15 deadline to determine those unit members eligible to be considered for reassignment.
- 13.4.3 In determining whether a vacancy shall be filled through voluntary reassignment, the site principal shall use the following list of criteria:
- (a) Credentials.
 - (b) Knowledge of program.
 - (c) Prior performance evaluations.
 - (d) Instructional requirements of program.
 - (e) Ability to maintain effective learning environment.
 - (f) Experience in subject matter area.
 - (g) Major/minor areas of study.
- 13.4.4 If two or more unit members indicate interest in being reassigned to the vacancy, the principal will use the list of criteria presented in Section 13.4.3 to decide the best-qualified candidate.

- 13.4.5 If a unit member is denied a voluntary reassignment, upon written request from the unit member, the principal will provide a written explanation for denial.
- 13.4.6 If no voluntary reassignment has filled a vacancy, the District will attempt to fill the vacancy through the process of voluntary transfers.

13.5 Filling Vacancies Through Voluntary Transfer

- 13.5.1 If a vacancy is not filled through a voluntary reassignment, the site principal shall determine if any unit member is interested in filling the position through transfer. This determination shall be made by using the official Reassignment/Transfer forms completed by the unit members.
- 13.5.2 In determining whether a vacancy shall be filled through voluntary transfer, the site principal shall use the list presented in Section 13.4.3.
- 13.5.3 If two or more unit members indicate interest in being transferred to the vacancy, the principal will use the list of criteria presented in Section 13.4.3 to decide the best-qualified candidate.
- 13.5.4 If a unit member is denied a voluntary transfer, upon written request from the unit member, the principal will provide a written explanation for denial.
- 13.5.5 If no voluntary transfer has filled a vacancy, the District will attempt to fill the vacancy through the process of hiring.
- 13.5.6 In determining the ability of a unit member to fill the vacancy through reassignment or transfer, a principal and/or District administrator may use observations or a conference with the unit member. No formal interview of the unit member will be required.

13.6 Part-Time Unit Members' Rights to Transfer and Reassignment

Unit members hired for part-time contracts must be as qualified to teach as teachers hired for full-time positions. Thus, when vacancies are posted within the District, part-time employee requests to become full-time will be treated as a transfer request.

13.7 Involuntary Transfer

- 13.7.1 Involuntary transfers shall not be punitive or disciplinary in nature, but shall be based upon whether or not the involuntary transfer serves the best interests of the District as deemed necessary by the Superintendent.
- 13.7.2 If a change of enrollment or funding requires a decrease or increase in staff at a particular school or level within a particular funded program, the District shall seek volunteers prior to making any involuntary transfers. If an involuntary transfer becomes necessary, the unit member with the least District-wide seniority shall be considered first for the involuntary transfer. A written notice of an involuntary transfer shall be given to the unit member as soon as it is known that a transfer is necessary.
- 13.7.3 Upon written request, the Superintendent shall meet with the unit member being involuntarily transferred and, if requested, his/her representative, to discuss the reasons therefore. If requested by the unit member, the Superintendent shall prepare a written statement of the reasons for transfer.
- 13.7.4 Unit members being involuntarily transferred shall have the right to indicate transfer preferences from a list of available vacant positions, if more than one position is available.
- 13.7.5 In cases where a unit member is to be involuntarily transferred during the current school year, the Superintendent shall permit the unit member being transferred instruction-free duty time, appropriate to the need, but not to exceed three (3) duty days, for preparation and orientation in the receiving school. The District shall provide assistance in the moving of the unit member's materials to the new work location.
- 13.7.6 At the secondary level, site administrators shall discuss with the unit member being transferred for the following year the need for such action.

13.8 Involuntary Reassignment

- 13.8.1 Involuntary reassignment shall not be punitive or disciplinary in nature.
- 13.8.2 If a change of enrollment or funding requires a decrease, or increase, in staff at a particular school, or level within a particular funded program, the District shall seek volunteers prior to making any involuntary reassignments. If an involuntary reassignment becomes necessary, the unit member with the least District-wide seniority shall be considered first for the involuntary reassignment. In making involuntary reassignments, a written notice of the involuntary reassignment shall be given to the unit member as soon as it is known that the reassignment is necessary.
- 13.8.3 When reassignments are being considered which would add preparations to the unit member's work schedule, the unit member may meet with the site administrator and all alternatives shall be considered. The unit member may appeal the decision within two (2) duty days to the Superintendent.
- 13.8.4 In cases where a unit member is to be involuntarily reassigned during the current semester, the District shall permit the unit member being reassigned instruction-free duty time, appropriate to the need, but not to exceed three (3) duty days for preparation and orientation. The District shall provide assistance in the moving of the unit member's materials to the new work location, if necessary.

13.9 Rights of Unit Members Returning from Leave

- 13.9.1 If a unit member goes on leave and is replaced by a temporary contract teacher, then the returning unit member shall fill an equivalent position for which that member is credentialed and qualified. The unit member may be transferred or reassigned as if the unit member had never gone on leave.
- 13.9.2 If the position that a unit member held when the unit member went on leave no longer exists on return from leave, or was filled by another unit member within the District at the time the leave was begun, then the unit member returning from leave shall be accorded all of the rights and privileges that are afforded any other unit member requesting a voluntary transfer or reassignment.

**ARTICLE XIV
EVALUATION PROCEDURE**

14.1 Evaluations

During the 2013-2014 school year, the Professional Development Committee completed a review and established the incorporation of student achievement and progress toward District –adopted and State-adopted standards, including the State-mandated California Standard Test CST program and its annual reported test results, District-adopted formative assessment (Measure of Academic Progress), and also to any future criterion-referenced State-mandated replacements or additions thereto.

As determined by the Professional Development Committee, for the 2014-15 school year, the following State Assessments, in addition to others, may be used for this purpose:

<i>Elementary and Middle School</i>	English Language Arts SBAC (under CAASPP): Grades 3-8 MAP (Reading and/or Language): Grades 2-8	Physical Education CA PFT: Grades 5 and 7	Mathematics SBAC (under CAASPP): Grades 3-8 MAP: Grades K-8 Science CST: Grades 5, 8	
High School	English Language Arts SBAC (under CAASPP): Grade 11 MAP (Reading and/or Language) Grades 9-12	Physical Education CA PFT: Grade 9	Mathematics SBAC (under CAASPP): Grade 11 MAP: Algebra 1 Grades 9-12	Science CST: Grade 10

The assessment of pupil progress will be thirty percent (30%) of the evaluation of a certificated employee in factoring the final rating determination. Observed classroom performance, using the current evaluation tool, remains the primary and controlling factor at seventy percent (70%). The following Local Assessments may be used in addition to the previously mentioned State Assessments.

30% Evaluation Process (Assessment)

Grade Level	Goals	Assessment		Optional Curricular Area
Preschool		Pre-Post Desired Results Developmental Profile (DRDP)		
TK-1	Math and/or Reading	Pre-Post CCSS <i>Envision</i> Mathematics Assessment	Pre-Post <i>Read Well</i> Assessments	
Grade 2	Math and/or Reading	MAP; pre-post CCSS <i>Envision</i> Mathematics 'Assessment	MAP Pre-Post DRA2; Pre-post <i>Read Well</i> Assessments	
2-5	Math and/or Reading	MAP		Language
6-8	Math (math dept.) Reading (Reading, Humanities) See below for other CMS depts..	MAP		Language
9-12	Complete a SMART goal. Practice with department assessments/phase in assessments. Possibility –focus on cross-department assessments. <p style="text-align: center;">Quantitative Assessment to Measure Pupil Progress (Secondary)</p> While established statewide testing will be used for some subject areas to measure student achievement, each teacher will be responsible for active collaboration with their grade level or department in the development and implementation of a calibrated benchmark assessment that will determine student progress. Quantitative data will be reviewed by the teacher and administrator in the spirit of discussing teaching practice and improving student achievement. Teachers will review and update assessments each year, and continue to professionally develop to increase student feedback.			

The CAASPP system will eventually provide “interim” assessments, but these tests will not provide data for student growth. These proposed interim assessments, provided by SBAC will only provide an item bank of questions teachers can use as an instructional support. As such, MAP will continue to be implemented as CUSD’s formative assessment, even after CAASPP is in place for 2014-15. MAP testing windows continue to be evaluated. At this writing, testing windows are to be determined for 14-15 and beyond.

Results of student and parent feedback annual surveys developed by the Professional Development committee will be accessed by both the teacher and the principal and discussed annually.

14.2 Unit Member Evaluation

The evaluation of a unit member shall take into consideration the particular nature of the unit member’s assignment, including such factors as class size, the presence or absence of aides, and the availability of materials and work space for preparation, duplication, and record keeping.

14.3 Evaluation Procedure

14.3.1 A permanent unit member who receives a needs improvement rating in one or more domains will be provided assistance with an improvement plan.

The administrator and the unit member who recognize the need for improvement will establish goals and objectives toward developing the appropriate skills necessary to remediate the deficiency. The District will provide the unit member with staff development options, the opportunity to take advantage of PAR's Consulting Teacher or Program Consultant programs, or any other appropriate assistance available to the District.

- 14.3.2 If no improvement is noted at the final evaluation conference and the unit member receives an unsatisfactory rating in one or more domains as indicated on Form 3 in the Administrator's Comment Section of the evaluation instrument, the unit member will be required to participate in the PAR Program as a Referred Participating Teacher during the next school year.
- 14.3.3 The unit member may continue as a Referred Participating Teacher for another year if the unit member is showing improvement, or if no improvement is noted, action may be taken to dismiss the unit member as provided for in the Education Code.

14.4 Personnel Files

- 14.4.1 Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Such material is not to include ratings, reports, or records which were obtained prior to the employment of the unit member involved.
- 14.4.2 Every unit member shall have the right to inspect such materials upon request, provided that the review is made at a time when such person is not actually required to render services to the District, except that inspection may be done during the regular work day if the unit member is involved in a negative evaluation procedure and has been required to participate in the PAR Program as a Referred Participating Teacher, or action has been taken to dismiss the unit member.

In the event the unit member is involved in a negative evaluation, the District shall provide, if requested, substitute service during the unit member's absence, but requests for such substitute time shall be limited to three (3) per year for any one unit member.

- 14.4.3 Public charges or information of a derogatory nature, except material mentioned in Section 14.4.2, shall not be entered or filed unless, or until, the unit member is given notice and an opportunity to review and comment thereon and entrance of material into the file has been approved by the unit member's immediate supervisor. The unit member shall have the opportunity to rebut all complaints and shall be offered an opportunity to a hearing with the accuser within five (5) duty days of the charges. The unit member shall have the right to enter, and have attached to any such derogatory statement/complaint, his own comments thereon. Such review may take place during normal business hours, if the unit member so desires, and the unit member shall be released from duty for this purpose without salary reduction. No material shall be removed from the personnel file unless there exists statutory authority to do so.

It shall be the responsibility of the person requesting removal of material from the personnel file to cite the legal authority for such removal. Notwithstanding any other provision of this article, material shall not be removed from the personnel file unless such material has been in the file at least five (5) years and removal has been approved by the unit member's immediate supervisor and the Superintendent. Administrative approval for removal of material from the personnel file shall not be unreasonably withheld if appropriate authority exists and is cited for such removal.

If administrative approval to remove material from the personnel file is denied, the administration shall, if requested by the affected unit member, give a written explanation within ten (10) duty days of the reasons for denying approval. If approval is denied, the unit member shall have recourse through the grievance procedure.

- 14.4.4 Upon written authorization by the unit member, a representative of the unit member shall be permitted to examine the unit member's personnel file and to obtain copies (except where prohibited herein) of materials within the personnel file.
- 14.4.5 Any review of personnel files provided for herein shall take place in the presence of the District employee responsible for the safekeeping of such personnel files.
- 14.4.6 Access to personnel files shall be limited to the Board in session or its designee and members of the District administration on a "need to know" basis. The contents of all personnel files shall be kept strictly confidential.
- 14.4.7 The person or persons who draft and/or place materials in the unit member's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
- 14.4.8 The District shall maintain the unit member's personnel file at the District Office. Any files kept by the unit member's immediate supervisor for the purpose of evaluation shall not contain derogatory materials of which the unit member has not been notified.

14.5 Complaints Which Affect Unit Member Evaluation

A complaint regarding a unit member made to any member of the administration by any parent, student, or other person who may influence the evaluation of the unit member shall be discussed with the unit member and Section 14.4.3 shall apply.

ARTICLE XV
UNIT MEMBER HOURS AND ADJUNCT DUTIES

15.1 Unit Member Work Year

15.1.1 The unit member work year shall be 185 days. The work year includes 180 student days, one (1) Professional Development Day and four (4) Teacher Work Days. The work year of 185 duty days represents 100% of the certificated salary schedule as presented in Appendix B.

15.1.2 The work year for certain unit members who may meet a special district need may be extended by mutual agreement between the individual and the district up to five (5) working days at either end of the regular work year with thirty (30) calendar days notice. The unit member shall be compensated at the appropriate per diem rate for each day served.

15.1.3 At the request of the site administrator, and with the approval of the unit member involved, a unit member may teach during his/her preparatory period. The unit member will be compensated for the equivalent of one period. At the secondary level the compensation will be 1/5 of the unit member's current salary.

15.1.3.1 The use of a preparatory period for instruction will be used on an emergency basis only. As an example, an emergency could result from an unanticipated growth or shift in student enrollment. All efforts will be made to anticipate enrollment changes to properly staff each site prior to the beginning of each school year. In case unit members are needed to teach during their preparatory period, efforts to eliminate this necessity will be made for the second semester.

15.1.3.2 No unit member shall volunteer or be asked to teach during his/her preparatory period for two (2) consecutive years if there is any reasonable way to avoid such situation. No non-tenured unit member shall volunteer or be asked to teach

during his/her preparatory period if there is any reasonable way to avoid such situation.

15.1.3.3 When an emergency situation requires the use of a preparatory period for instruction, the position must be opened to all qualified teachers at the site. If more than one qualified applicant is available, consideration should be given to the unit member who has not recently served in this capacity.

15.1.4 At the request of site administration and with approval of the unit member involved, a unit member can teach/substitute for another teacher/employee during the unit member's preparatory period on any given day. The unit member will be compensated at the non-per diem hourly rate as defined in 19.1.2.

15.2 Support Services Personnel

15.2.1 Support Services Personnel, including but not limited to psychologists, speech, language and hearing specialists, counselors, education specialists, adapted physical education teachers, and nurses shall have a work year consistent with that of other classroom teachers.

15.2.2 The work year for Support Services Personnel may be extended up to five (5) duty days by the District at either end of the regular work year with thirty (30) calendar days' notice. By mutual agreement, the Support Services Personnel work year may be extended for additional days to meet District needs. Compensation shall be in accordance with Article XIX, Section 19.3.5.

15.3 Unit Member Duty Day

15.3.1 The length of the unit member workday, including a duty-free lunch period and break periods as required by law, shall be seven (7) hours and thirty-five (35) minutes except as provided for in Section 15.3.2 and as modified in Section 15.3.4.

15.3.2 Unit members shall continue to furnish adequate time to students outside the instructional day and to attend faculty and other professional meetings and obligations that are related to the educational program of the District, including open houses and conferences, and excluding those duties specified in Article XIX, Section 19.4.1.

15.3.3 Classroom teachers shall not be assigned to continuous classroom instruction for a period exceeding two (2) hours and thirty (30) minutes without having a break of at least ten (10) minutes. Conference or planning periods shall constitute the required break if they occur at intervals that limit the continuous instruction to two (2) hours and thirty (30) minutes or less.

15.3.4 Emergency Situations

All time during the on-site workday not assigned to direct student- teacher classroom time will be available for assignment at the discretion of the building principal or immediate supervisor when needed due to emergency situations. An emergency situation is a temporary unexpected set of circumstances that constitute a threat to students or employees. An emergency will not extend beyond a period of ten (10) duty days unless extended by an act of the Board of Education. Before assigning unit members to emergency supervision duty, the site principal or designees shall first ask for volunteers and shall assign all volunteers, if any, before any other unit members are assigned to emergency supervision.

15.4 Number of Preparations

15.4.1 Site administrators shall minimize the number of subject matter preparations required of each secondary unit member (6-12), and shall consult with the unit member prior to assigning more than two different preparations.

No unit member shall have four (4) or more preparations without his or her written consent, unless aide time is provided or other adjustments considered. Such considerations may include but are not limited to redistribution of students, assignment of aide time, provision of additional

preparation time, or other similar action.

Such action, however, shall be limited to that which is reasonably possible and is not overly disruptive to the education of the students. If action satisfactory to the teacher involved has not been initiated by a site administrator within five (5) working days after a written request has been made by the teacher, and upon request of the teacher, the site administrator and the teacher will meet with the Superintendent to determine what action may be taken to relieve the teacher's load.

Remedial action mentioned above shall also be applicable in grades 6-12 in cases of excessive numbers of preparations (four [4] or more) as jointly determined by the teacher and site administrator. A preparation is specific and separate planning and preparation for a particular grade or class. A weekly advisory or homeroom period of no more than 30 minutes, for which no curricular preparation, assessment, or follow-up is required, shall not be considered subject matter preparation.

- 15.4.2 Section 15.4.1 shall not apply to career technical education (CTE) teachers.
- 15.4.3 Reduced time unit members at grades 4 and 5 shall have proportional reduced preparation time per day as in Section 15.4.5.
- 15.4.4 Middle school and high school teachers shall be entitled to one (1) period per day or one period per block schedule class cycle, for the purpose of preparing, planning, and upon prior arrangement, conferring with parents.
- 15.4.5 Reduced time unit members at the secondary school level, except for secondary school counselors, shall have reduced proportional preparation time per day set aside exclusively for preparation, planning, and upon prior arrangement, conferencing with parents and students.
- 15.4.6 Full time unit members at grades 4 and 5 shall have one preparation period per day of forty (40) minutes, thirty (30) of which shall be consecutive time, set aside exclusively for preparation and upon prior arrangement

conferencing with parents. The prep time shall be exclusive of Section 15.3.3, duty-free lunch and pre- and post-school time.

15.5 Relief Breaks

It shall be the responsibility of the site administrator to see that, through class and assignment schedules, each unit member has time for a physical relief break daily, if requested.

15.6 Duty-Free Lunch

Each unit member shall have a duty-free, uninterrupted lunch period of at least forty-five (45) minutes, including five (5) minutes passing period.

15.7 Lunch Supervision

Without their consent, unit members shall not be required to supervise students during the students' lunch period except in cases of extreme emergency, such as emergency drills or a situation involving a large scale student disturbance.

15.8 Early Release

Subject to approval by the principal, a unit member may be released from on-site duties following the completion of the instructional day.

15.9 Travel Between Schools

Unit members who travel from one school to another on a regular basis shall have the same rights to a planning/preparation period, lunch period, and physical relief breaks as do other unit members.

15.10 Released Time for Committee Work and Meetings

Adequate release time may be granted to unit members who are assigned to committee work and meetings in connection with school-related activities.

15.11 Extended Day, Non-Athletic Activities

High school, middle school, and elementary school non-athletic day units shall be established for student enrichment activities that either begin during the school day and extend beyond the school day or extend into appropriate, approved activities for students outside of the school day.

ARTICLE XVI
SAFETY CONDITIONS OF EMPLOYMENT

16.1 Health and Safety

- 16.1.1 Occupational health and safety for unit members shall be governed by the provisions of the Federal and California Occupational Safety and Health Acts, as amended (California Labor Code, Section 6300 et. seq.) and regulations relating thereto (8 Calif. Admin. Code, Section 330 et. seq.).
- 16.1.2 The Board shall be responsible for providing a clean and safe working environment as defined by the Federal and the California Occupational Safety and Health Acts.
- 16.1.3 A unit member who becomes aware of a possible hazard to occupational safety within a school building or on school premises shall inform the building principal or immediate supervisor who shall investigate the possible hazard and recommend appropriate action.

16.2 Protection

A unit member may use such reasonable force as is necessary to protect him/her from attack, to protect another person, to prevent damage to property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of the student. Any time a unit member finds it necessary to use such force he/she shall immediately report to his/her immediate supervisor whether or not he/she considers this use of force was necessary to protect him/herself or a student. Cases of assault upon a unit member shall be promptly reported to the site administrator.

16.3 Discipline

- 16.3.1 A teacher may suspend for good cause any pupil from his or her class for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal for appropriate action. As soon as possible, the unit member shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension.

A school administrator shall attend the conference if the unit member or the parent or guardian so requests. The pupil shall not be returned to the class from which he was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal. The unit member shall comply with the provisions of District policy relating to pupil suspension.

- 16.3.2 Written description of the rights and duties of administrators and teachers with respect to student discipline, as specified by the Education Code, shall be available at each school site in the Board Policy and Procedure Book.

ARTICLE XVII
LEAVES

17.1 Illness/Accident (Sick Leave)

- 17.1.1 Unit members shall be provided sick leave for the purposes of illness, injury or accident involving themselves or members of their immediate family, defined for this specific purpose as spouse, domestic partner, parent or child. Unit members employed five (5) days per week are entitled to ten (10) days sick leave each school year commencing on the first day of employment. Unit members employed less than the five (5) days per week are entitled to ten (10) days divided by five (5) days and multiplied by the number of days worked per week each school year. Unit members who work five (5) days per week but for less than a maximum day are entitled to ten (10) days sick leave each school year of the same length as the day worked.
- 17.1.2 Should a unit member be transferred from a day of less than maximum to one of greater (or maximum) time, said employee's accumulated sick leave days shall be reduced in direct proportion to the ratio of time previously worked per day to time presently worked per day.
- 17.1.3 If the unit member does not take the full amount of annual non-differential sick leave allowed in any school year, the unused days shall be accumulated from year to year.
- 17.1.4 If sick leave extends beyond the number of full sick leave days credited to a unit member, the unit member shall be paid the difference between his/her full salary and the cost of a substitute. This differential sick leave may be used for up to five (5) additional months for the same injury or illness by the unit member. If the use of differential sick leave occurs at a time when the five months will extend beyond the termination of the school year, the unit member may take the remaining balance of the differential sick leave in the subsequent school year.

- 17.1.5 A sick leave absence shall commence when the unit member or agent of the unit member calls in to report the absence. A sick leave day once commenced may not be reinstated as a duty day without the approval of the administrator in charge of the unit member.
- 17.1.6 Unit members absent for five (5) duty days or more may, at the opinion of the District, be required to submit a physician's statement or that of a person authorized by any recognized church or denomination to treat people stating the reason for the absence. In cases where the District or its authorized representative specifies doubt as to the validity of the sick leave claim, an employee may, at the option of the district, be required to submit a physician's statement or an acceptable substitute thereof for an absence of less than five (5) days. The District need not assume that a unit member's statement establishes disability conclusively but may require a review and/or examination by a physician selected by the District or a practitioner of the employee's faith selected by the District. All expenses of such review examination shall be borne by the District.
- 17.1.7 Whatever the claim of disability, no day of absence shall be considered a sick leave day on which unit members have engaged in a concerted work stoppage unless the unit member provides such certification as may be required by the Superintendent.
- 17.1.8 The personnel records of the District shall show the attendance of each unit member and such days that the unit member has been absent for reasons of illness, accident, or other causes. A record shall be maintained of the unused sick leave days accumulated by each unit member with a written statement showing both his accrued sick leave total and his sick leave entitlement for the school year. Such statement shall be provided on or about November 1.
- 17.1.9 Misuse of sick leave shall be considered a serious infraction of Board policy and this Agreement. Misuse of sick leave shall be considered grounds for discipline. Excessive yearly use of sick leave may be grounds for medical review as specified in Section 17.1.6.

17.1.10 Use of Sick Leave for Personal Business

Upon request, a unit member shall be granted the use of five (5) calendar days of earned sick leave annually, to be used for reasons of personal business. No more than fifteen percent (15%) of the unit members working at one worksite shall be granted personal business leave on any one duty day. Also, personal business leave may not be taken for purposes of participating in an individual or concerted refusal by unit members to perform regular services. Whenever possible, unit members desiring personal business leave shall request such leave from the appropriate supervising administrator at least two (2) calendar days prior to the date of the requested leave. This section shall cease to be operative on June 30 of each contract year if a joint District and Association committee agrees that the provision was abused.

17.1.11 Illness/accident leave which has not been earned and which has been advanced to the unit member who does not complete the school year will be deducted from the unit member's final pay warrant.

17.2 Leaves of Absence for Industrial Accident/Illness

17.2.1 Industrial accident/illness leave of absence of up to sixty (60) duty days in any one fiscal year for the same accident or illness shall be granted to a unit member.

17.2.2 Allowable leave shall not be accumulative from year to year.

17.2.3 Industrial accident or illness leave will commence on the first day of absence.

17.2.4 Payment of wages lost on any day, when added to an award granted the unit member under worker's compensation laws for the state, shall not exceed the normal wages for the day.

17.2.5 Industrial accident or illness leave entitles the unit member to only the amount of unused leave due the unit member for the same illness or injury.

- 17.2.6 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other available sick leave may be used. A unit member shall be entitled to use only so much of other available sick leave which, when added to the worker's compensation award, provides for a full day's wage or salary.
- 17.2.7 During all paid leaves of absence, unit members may endorse to the District the temporary disability indemnity received on account of the member's industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, or authorized contributions and the temporary disability indemnity, if any, actually paid to and retained by the unit members for periods covered by such salary warrant.
- 17.2.8 Reports of industrial accident or illness shall be kept on file in the District office.
- 17.2.9 Any unit member with a claim under this Section shall contact the District office immediately. The District will provide the appropriate forms to the unit member to commence processing of the claim.
- 17.2.10 A unit member who has exhausted available industrial accident or illness leave may apply to the Board on an individual basis for additional days of industrial accident or illness leave. If the Board determines to grant additional days of leave for industrial accident or illness, such action shall not constitute a binding practice relating to the terms of this Agreement.

17.3 Bereavement Leave

- 17.3.1 Every unit member is entitled to a bereavement leave not to exceed three (3) duty days, or five (5) duty days if more than three hundred fifty (350) miles of travel are required (one way), on account of the death of any member of the immediate family. Such days need not be taken in consecutive order, yet must be taken within the fiscal school year.

- 17.3.2 Members of the immediate family, as used in Article 17 are the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, son, daughter, son-in-law, daughter-in-law, brother, or sister of the employee; or any relative living in the immediate household of the employee, or other person defined in Article XVII, Section 17.4.7.
- 17.3.3 Bereavement leave shall not be deducted from sick leave.
- 17.3.4 In cases of serious illness involving a member of the immediate family, unit members may use personal necessity leave.

17.4 Personal Necessity Leave

- 17.4.1 The Board shall provide seven (7) days of leave each school year to be used for personal necessity while charging such absence to accumulated sick leave benefits.
- 17.4.2 Subject to this Agreement, the Board reserves the right to specify the manner of proof of personal necessity and the type of situations in which such leave will be permitted.
- 17.4.3 When possible, requests for personal necessity leave shall be made at least three (3) calendar days in advance to the principal and forwarded to the Superintendent who reserves the right to verify such request by an appropriate means.
- 17.4.4 Advance permission is not required in the following situation:
- (a) Death or serious illness of a unit member's family as defined under Section 17.32.
 - (b) Accident involving the person or property of the unit member or the person or property of a unit member's immediate family.
- 17.4.5 "Personal necessity" shall be strictly limited to its common and ordinary meaning; that is, circumstances which are truly unavoidable, beyond the control of the unit member and in the nature of compulsion.

Leaves for personal convenience, civic, or non-emergency reasons, or circumstances created by the choice of the unit member do not constitute personal necessity leave.

17.4.6 The granting of personal necessity leave is appropriate under the following circumstances:

- (a) Immediate members of the family entering the service, going overseas, or returning from overseas.
- (b) Hazardous weather conditions causing unsafe travel.
- (c) Unavoidable emergency business and legal transactions that must be done during the workday. Such business or transaction shall not be related to Association activities.
- (d) Car accident or breakdown.
- (e) Transportation of family members when absolutely necessary for medical or dental appointments.
- (f) Attendance at school conferences for children of the employee, if necessary, per California statutory requirements.
- (g) Paternity leave.
- (h) Members of the immediate family graduating from high school or college.
- (i) Attendance at a religious observance of a recognized church or denomination when such observance occurs only during the regular workday.
- (j) Any unforeseen occurrence or combination of circumstances which calls for immediate action or remedy. (The approval of the Superintendent required.)

17.4.7 Personal necessity leave may be granted on the death or serious illness or accident of a family member not previously defined or a close personal friend with whom the unit member has a deep and long-standing relationship. The granting of such leave rests within the sole discretion of the Superintendent or designee.

17.4.8 Personal necessity leave may be granted for either a half or full day.

17.5 Maternity Leave

17.5.1 Notice

A unit member whose pregnancy has been verified shall report her condition to her supervisor within a reasonable period of time and indicate her plans if she intends to request a leave of absence other than that of temporary disability (sick leave) due to pregnancy, miscarriage, childbirth, or recovery from these.

17.5.2 Certification of Fitness

A pregnant unit member shall present to her supervisor a written statement by her physician or the practitioner of a well-organized church or denomination of her physical capacity to perform the duties of her position at the time she notifies the Board of her pregnancy. When, notwithstanding such certification of fitness, the performance of a pregnant unit member has substantially declined from the performance demonstrated by said employee at the time immediately prior to the time when notification was given of the state of pregnancy, the unit member may then be required to submit a physician's statement or a statement of a practitioner of a recognized church or denomination that she is physically fit to perform the duties assigned to her.

17.5.3 Temporary Disability Leave (Sick Leave)

A pregnant unit member shall be granted temporary disability leave of absence for disabilities associated with pregnancy, miscarriage, childbirth, or recovery from these on the same basis as leave granted for any illness or injury. The unit member and her physician or practitioner shall determine as far in advance of the anticipated date of childbirth as is feasible, the date on which her pregnancy will disable her from the performance of her duties and report that date to her supervisor in order that substitute services may be arranged and the educational program will suffer the least interruption. Similarly, the unit member and her physician or practitioner shall determine and report the date on which she is likely to be physically capable of returning to the duties following the termination of her pregnancy.

17.5.4 Uncompensated Leave of Absence

A pregnant unit member who wishes to be absent from the position before she is disabled from pregnancy, miscarriage, childbirth or recovery from these, or beyond the termination of such disability, or both, may request such leave of absence in accordance with the provisions of this Agreement applicable to uncompensated leaves, subject to the following exceptions:

17.5.4.1 In the event that a female unit member's child is born between the first day of the work year and December 31 of any year, the unit member may request uncompensated leave until the following first day of the work year. In the event that the child is born between January 1 and the first day of the work year, the maximum uncompensated leave, if granted, would terminate no later than the first day of the succeeding work year.

17.6 Long-Term Uncompensated Leaves

17.6.1 The Board may consider, on an individual basis, a request from a tenured unit member for a long-term, uncompensated leave of absence.

17.6.2 Purpose

Uncompensated leave may be granted for any reason, with the exception of taking another K-12 full or part-time teaching position within San Diego County.

17.6.3 Application

Request for uncompensated leave shall be made to the Superintendent at least four (4) weeks in advance of the desired start date. Special consideration will be given to emergencies.

17.6.4 Period of Leave

An uncompensated leave may be granted for a period up to one (1) school year. A unit member may apply for a leave once every five consecutive years of service.

17.6.5 Commitment of Certificated Employee

The certificated employee granted an uncompensated leave shall inform the Board no later than February 15 prior to the scheduled return date as to his/her intentions. If said notification is not received, proper action may be taken to terminate employment.

17.6.6 Commitment of Employer

At the expiration of the uncompensated leave, the unit member shall be offered an equivalent position. Course credit obtained during uncompensated leave may be applied toward credit on the salary schedule. While on uncompensated leave, a unit member shall be entitled to insurance benefits provided to unit members of like status if he/she pays the premiums and therefore, is eligible under the terms of the insurance carrier.

17.6.7 The Board is not required by this Section to grant requests for uncompensated leave. Moreover, should the Board grant an uncompensated leave to a particular unit member, such action shall not obligate the Board to grant a subsequent request for uncompensated leave submitted by another certificated unit member.

17.6.8 Upon request, a unit member who is denied a long-term, uncompensated leave shall be given a written statement of the reasons therefore.

17.7 Judicial Appearances and Jury Duty

17.7.1 Unit members shall be entitled to leave without loss of pay to appear in court as a witness pursuant to lawful order of the court other than as a litigant or to respond to an official order from another government jurisdiction for reasons not brought about through the misconduct of the unit member. Any witness fees received by the unit member shall be remitted to the District.

17.7.2 If the unit member becomes a litigant and must appear in court by virtue of the performance of duties within the scope of his/her employment, he/she shall be entitled to leave without pay, subject to the requirement set forth in Section 17.7.1.

17.7.3 Unit members shall be entitled to leave without loss of pay when a unit member is required to serve as a juror. Any jury fees received by the unit member shall be remitted to the District.

17.7.4 Unit members who voluntarily agree to postpone jury duty to non-district work time shall receive \$40 per diem for up to five (5) days of jury duty. Verification of jury postponement and service shall be presented to Human Resources. Payment shall be made on the next regular pay cycle.

17.8 Leave for Educational Purposes

17.8.1 A unit member may be granted a paid leave of absence for the purpose of attending workshops relating to the unit member's teaching assignment or participation in other education activities that tend to enhance the unit member's job performance.

17.8.2 Paid leave may be granted to a unit member desiring to attend workshops relating to matters outside his/her teaching area if such attendance is deemed valuable to his/her improvement as a teacher in the District. Such attendance may be used to prepare him/her for requesting a voluntary transfer.

17.8.3 Paid leaves for educational purposes will not be used for salary advancement.

17.9 Legislative Leave

17.9.1 A unit member who is elected to the State Legislature, the United States Congress, or a state or national teacher organization office shall be entitled to an unpaid leave of absence for the length of his/her term of office. The unit member on such leave shall notify the Board of his/her intended return at least eight (8) weeks in advance of such date.

17.9.2 The provisions of this Agreement governing long-term, uncompensated leaves shall apply to this Section.

17.10 Catastrophic Illness or Event Sick Leave Bank

17.10.1 Catastrophic Illness or Event Definition

- (1) a serious illness or injury that incapacitates a unit member for a period of ten (10) or more consecutive duty days, or
- (2) an illness or injury that incapacitates a member of the unit member's immediate family, as defined in Section 17.1.1, requiring the unit member to take time off from work for ten (10) or more consecutive duty days to care for that family member.

17.10.2 Purpose of the Sick Leave Bank

The purpose of the Catastrophic Illness or Event Sick Leave Bank is to create a bank of sick days from which participants may apply for additional sick leave days when a catastrophic illness or event occurs and results in the unit member exceeding accumulated sick leave days. A unit member shall exhaust all accrued sick leave prior to utilizing any leave days received from the Bank. Accrued sick leave does not include differential sick leave benefits provided for in this Article.

17.10.3 Establishment of a Sick Leave Bank

The District and ACT shall establish a Sick Leave Bank to which all unit members may donate earned and unused sick leave days. This donation shall be irrevocable, and shall be accomplished by the unit member filing a "Sick Leave Bank Donation Form" (Appendix E) prior to October 1 of the school year or within thirty (30) calendar days of employment. This donation form shall be provided to unit members by the Association. A record of this donation is kept at the District Human Resources Department and will be updated annually. This form shall clearly state that sick leave days being donated are irrevocably given to the Sick Leave Bank and cannot be rescinded for any reason whatsoever. A donation to the Sick Leave Bank shall be a general donation and shall not be donated to a specific employee for his/her exclusive use. By November 1 of each school year, the District Human Resources Department shall notify the Association President or his/her designee of the total number of days in the Bank as of October 1 of that school year, and the names of unit members who made donations.

By July 15 of each school year, the District Human Resources Department shall notify the Association President or his/her designee of the total number of days in the Bank as of June 30 of that school year, and the names of the unit members who made donations. Upon request, the District shall notify the Association President or his or her designee of any changes to the balance of days and/or unit members in the Bank.

17.10.4 Eligibility for use of the Sick Leave Bank

The use of this Sick Leave Bank shall only be available to unit members who have submitted a donation form to the Human Resources office by October 1 of each school year, or within thirty (30) calendar days of employment. The number of days donated requires a minimum of one day and a maximum of one-half of the unit member's accumulated sick leave days. The Association reserves the right to determine if a waiver of the annual donation requirement for current members of the Bank is appropriate, based on the total number of days accrued in the Bank and the expected utilization of those days. If such determination is made, written notice shall be provided to the Superintendent or designee, and bargaining unit members.

17.10.5 When the Sick Leave Bank is Granted

Unit members who suffer catastrophic illness or injury which results in the unit member using all available paid leave, allowed pursuant to this article shall become eligible to use this Sick Leave Bank, subject to restrictions and conditions outlined in this policy. The duration of Sick Leave Bank use shall continue until the catastrophic illness or event has been resolved. Upon resolution of the catastrophic illness or event and the return of the unit member to work on a regular basis, the unit member may use up to five (5) additional days from the sick leave bank in the same school year for any new sick leave.

17.10.5.1 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than forty (40) duty days. Unit members may submit a request for an extension of a withdrawal for up to two (2) additional forty (40) duty day

allotments for each catastrophic illness or injury.

17.10.6 Exclusions to a Sick Leave Bank

Worker's compensation claims and related illness leaves shall be excluded from the benefits of this policy.

17.10.7 If a unit member is incapacitated, a family member or agent of the unit member may submit a request to the committee.

17.10.8 Sick Leave Bank Sick Pay

A day from the Sick Leave Bank shall be considered as equivalent to the compensation earned by the unit member as if that unit member had worked that day.

17.10.9 Employees on Leave

Unit members who are granted Sick Leave Bank Days shall be considered to be in regular paid status during such leave.

17.10.10 Requests for Use of Sick Leave Bank Days Approval

A unit member desiring to receive donations from the Bank shall submit the request to the Association President on the designated request form. A unit member who requests a donation from the Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of the absence. Sick Leave Bank use requests shall be reviewed by a committee consisting the Association Building Representative from the applicant's site and four (4) Association Members, one from each school site, appointed by the Association President by October 1 of each year.

17.10.10.1 Applications of use of the Bank shall be reviewed and decisions of the committee reported to the applicant, and the District Superintendent or designee, in writing, within ten (10) duty days of receipt of the application.

17.10.10.2 The committee shall keep all records confidential and shall

not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.

- 17.10.11 In the event that the request is denied, the unit member making the request and the President of the Association shall be notified in writing of the denial. The unit member may appeal the denial to a review committee consisting of the Executive Committee of the Association which must come to a majority decision and shall keep information regarding the nature of the illness or injury confidential. The decision of the review committee shall be reported in writing to the unit member and the District Superintendent or designee, within ten (10) duty days of receipt. This decision shall be final and not subject to the grievance process of the Agreement.

17.11 Family Care Leave

- 17.11.1 A unit member who has been employed one year as a regular certificated employee of the District and who has worked at least 1250 hours in the previous twelve (12) month period of employment with the District shall be eligible for family care leave for up to twelve (12) workweeks within a twelve (12) month period.
- 17.11.2 Family Care Leave means leave for reason of the birth or adoption of the unit member's child, or placement of foster child with the unit member within twelve (12) months of the event; leave to care for seriously ill child, spouse or parent; leave for the unit member's own serious health condition.
- 17.11.3 When applicable, the District may require that a unit member's request for Family Care Leave be supported by a certification issued by a health care provider of the individual requiring care.
- 17.11.4 Unit members granted family care leave must utilize all available paid leave during the period of leave. Following the exhaustion of all paid leave the unit member shall be placed on unpaid status for the remainder of the family care leave. For purposes of this section "available paid leave" means leave for which the unit member meets the District's usual requirements for the use of such leave.

- 17.11.5 Group health plan coverage and premium payments shall be maintained on the same basis as if the unit member were in paid status.
- 17.11.6 The District may recover from the unit member its cost of premium payments for group health plan benefits paid during periods of unpaid family care leave if the unit member fails to return to work after the expiration of family care leave.
- 17.11.7 During any period of unpaid leave the unit member shall not accrue additional leave benefits (i.e., sick leave).

ARTICLE XVIII
HEALTH AND WELFARE

18.1 Health and Welfare Benefits

- 18.1.1 The District shall provide full medical, dental, vision, life insurance, and long-term disability coverage to each unit member who has a regular full-time assignment. Any benefits available to the spouse of a unit member are also available to a registered domestic partner of a unit member. In addition, the District will pay premium payments up to 65% of the employee plus family composite rate. Orthodontic coverage for dependants under age eighteen (18) is part of the Delta Plan. Effective January 1, 2009, the Delta Dental plan shall include a \$2,000 maximum annual benefit per participant.
- 18.1.2 For teachers who are on less than a full-time contract, the District will prorate its premium payments equal to the teacher's contract percentage. To participate in the District's benefit coverage, teachers must pay the remaining portion of the District's payment and the employee portion (if any) of benefit plan they select.
- 18.1.3 It is the goal of the Association and the District to provide benefits which are equal to or greater than those provided during the previous contract school year.
- 18.1.4 In determining the level of coverage to be provided in each listed category (medical, dental, etc.), a joint Association/District Committee shall review plans which are available. The committee will select plans that most closely meet the varying needs of the unit members.
- 18.1.4.1 The committee shall recommend one or more plans which may vary in cost and level of benefit. The recommended plans shall be negotiated as an integral part of a total salary and benefits package.

18.2 Choice of Programs

18.2.1 The type of the medical, dental, life, vision care, and long-term disability programs will be recommended by a joint Association/District committee. The recommendations will then be presented for negotiations to the Bargaining Team.

18.2.2 Life Insurance

The Board of Education shall provide level term life insurance equal to the unit member's annual salary. The minimum benefit is \$25,000. The provider will be determined through negotiations, taking into consideration the recommendations of the insurance committee.

18.3 Early Retirement Benefits

18.3.1 Benefits

The benefit plan will be negotiated annually at the request of the District or Association. For previous agreements, refer to the History Section.

18.3.2 Current Benefit Plan

Information detailing the current benefits for unit members is available from the Human Resources Department.

18.3.3 Early Retirement Benefits

A unit member who has been employed by the District for 25 or more complete years of service (including the total of part-time and full-time experience), and reaches the age of fifty-five (55) by July 1 of the first year of his or her retirement, is eligible to receive medical insurance benefits, from the date of retirement until such time that the unit member has reached the age at which he or she is eligible for medical insurance benefits under Medicare. In the event that the member elected not to participate in Medicare during his or her period of employment, the eligibility to receive medical insurance benefits will terminate on the first of the month after the date the unit member reaches age sixty-five (65).

18.4 Long Term Disability

The District shall provide Long-Term Disability insurance coverage to each unit member who has a regular full-time assignment. This Long Term Disability insurance is to provide replacement of income lost due to non-work related accidents or illnesses at the rate of 60-66% of annual income. It begins 180 calendar days from the date of the disability and is coordinated with Social Security disability and STRS disability. This insurance becomes effective January 1, 1999.

ARTICLE XIX
SALARY PROVISIONS

19.1 Salary Schedule

- 19.1.1 The Salary Schedule for unit members is attached to this Agreement and is marked as Appendix B.
- 19.1.2 The non-per diem hourly rate will be the hourly rate of column one, step one of the salary schedule.
- 19.1.3 The per diem hourly rate will be the unit member's per diem rate of the pay divided by seven hours and thirty-five minutes.

19.2 Extended Day

19.2.1 Extended Day-General Provisions

- 19.2.1.1 The Extended Day Salary Schedule for unit members is attached to this Agreement as Appendix A. The Extended Day Salary Schedule is part of the regular salary schedule and will be adjusted at the same rate of increase as the regular schedule. In the event of a split salary settlement, the extended day pay will increase at the combined rate. (For a definition of non-athletic extended day activities, see Article 15.11.)
- 19.2.1.2 Extended Day positions will only be opened when the current employee resigns or is removed through documentation.
- 19.2.1.3 When hiring for Extended Day positions, the selection committee will give preference to a qualified unit members over all non-unit members.
- 19.2.1.4 Job descriptions for all Extended Day positions will be revised to comply with ADA requirements and appropriate state and federal statutes. The appropriate administrator will use regularly updated job descriptions for job evaluations. The Association

will be included in the review process.

- 19.2.1.5 The Board, upon the joint recommendation of the administration and Association, will annually determine the number and type of Extended Day activities and positions which are to be filled.
- 19.2.1.6 The Extended Day positions will be filled and funded every year as per the Extended Day units provided in Appendix A. All those holding Extended Day positions will be paid according to the units listed in Appendix A. Job descriptions for each Extended Day position will be held at the District Office.
- 19.2.1.7 In the event District funding for a particular year decreases drastically and an Extended Day position needs to be eliminated due to a lack of funding, the Association and the District will meet for purposes of creating such immediate change as is necessary. (Recommendations for cuts may be submitted to the Board and the Association from all interested parties.)
- 19.2.1.8 If during the course of a season or activity period associated with an Extended Day position, a situation arises which justifies a change in Extended Day pay (such as a coach or advisor unable to fulfill the complete obligation associated with the position), a request may be submitted with justification to the site administrator, Superintendent, and the Association. If an agreement is met between the Association and the District during negotiations, and if all members holding an affected Extended Day position have agreed in writing to such changes, the units for the Extended Day position will be changed as to the agreement.

Any change made to Extended Day units under this provision will be limited to the contract year in question and will not

affect the units listed in Appendix A in any subsequent year.

19.2.2 Athletic Extended Day

19.2.2.1 Extended Day positions will be posted for a minimum of ten (10) duty days.

19.2.2.2 Extended Day positions will be screened by an interview committee.

a. In the case of a head coaching position, the committee will consist of:

1. A site administrator.
2. The Athletic Director.
3. A randomly-selected parent with knowledge of the position. The sports booster club president will create a list of people willing to serve as interviewers. The list should be updated every two (2) years.
4. An Association representative.
5. A randomly-selected faculty member with knowledge of the position.

b. In the case of an assistant coach or J.V. coach, the committee will consist of:

1. A site administrator.
2. The Athletic Director
3. The head coach of the athletic program.

19.2.2.3 The Interview Committee will submit to the Superintendent a prioritized list of the most qualified candidates based upon their evaluation of:

- a. Experience in the same or similar position.
- b. Knowledge of the program.
- c. Past evaluations or recommendations as allowed by confidentiality.

- d. Permits, licenses, or certificates held by the candidate with special consideration given to a California State Teaching Credential.

The Superintendent or designee will make a final recommendation for hiring to the Board.

19.2.2.4 The District shall determine if candidates for Athletic Extended Day positions meet the definition of “qualified.” If a unit member seeking an extended day position is not hired, the applicant shall, upon the applicant’s request, receive a written explanation for the job denial, or an oral explanation.

19.2.2.5 Secondary Athletic Director

The Secondary Athletic Director (AD) will coordinate gymnasium and athletic activities of grades 6-12. The AD will receive three (3) non-teaching periods for athletic coordination and work on an extended contract of 205 days.

19.2.3 Non-Athletic Extended Day

19.2.3.1 Recommendations to add, remove, or change Non athletic Extended Day units will be reviewed annually by a site level committee. Recommendations must include the justification and job description when appropriate.

19.2.3.2 Members of the committee shall include:

- a. site administrator
- b. three (3) site selected standing faculty members
- c. negotiation team member

By March 1 of each year, committee recommendations shall be submitted in writing to the Association (negotiation chair) and management (Assistant Superintendent of Human Resources) negotiations teams. Should Nonathletic Day openings occur after March 1, the committee will reconvene to provide

recommendations for the openings.

19.2.3.3 The site administrator will submit committee recommendations to the Association (negotiation chair) and management (Superintendent's Designee) negotiations teams.

19.3 Rules Governing Salary Schedule

19.3.1 General

Each unit member shall be compensated in accordance with his/her placement on the salary schedule, Appendix B.

19.3.2 Initial Placement

The Superintendent is authorized to credit for placement on the salary schedule past service of an applicant for employment in the District on the following basis:

19.3.2.1 One (1) year of credit for each year of teaching in a public school or private school as follows:

2018-19: a maximum of eight (8) years

2019-20: a maximum of nine (9) years

2020-21 and beyond: a maximum of ten (10) years

19.3.2.2 One (1) year of credit for each ten (10) months served in work directly related to teaching specialty, up to a maximum of five (5) years of credit.

19.3.3 Horizontal Movement

The Board encourages all unit members to improve their skills through advanced training and, as an inducement thereto, provides extra compensation for those who do so successfully. The Board delegates to the Superintendent the responsibility for assuring that unit members comply with the following regulations when claiming credit for advanced studies.

- 19.3.3.1 Courses shall have been given at an accredited institution or through an in-service program and shall have the approval of the Superintendent or designee.
- 19.3.3.2 Courses shall be those offered for the attainment of a related graduate degree or those specialized courses directly related to the unit member's duties or as approved by the Superintendent.
- 19.3.3.3 Courses submitted for salary schedule credit are subject to pre-approval by the Superintendent or designee.
- 19.3.3.4 Evidence of successful completion of the course (official transcript or certificate of completion) shall be submitted directly to the District Human Resources Department.
- 19.3.3.5 A change in salary schedule placement will be made for a given year or half year providing certification of course completion has been received by October 1 or February 1.
- 19.3.3.6 A limit of six (6) units per semester or nine (9) credits per quarter will be allowed except for credit earned during the summer. Except for credits earned during leave, the yearly maximum allowance shall be twenty-four (24) semester credits or the equivalent number of quarter credits.
- 19.3.3.7 Units taken on a quarter system will be converted to semester units by multiplying them by two thirds (2/3) and rounding all fractions to the nearest whole number.
- 19.3.3.8 Any horizontal movement related to Professional Growth is subject to provisions of Article XXIII.
- 19.3.3.9 Any workshops or conferences paid for, provided by the District, or on District time shall not be used for salary advancement.

19.3.4 Prorated Compensation

19.3.4.1 Unit members serving under contract for more or less than the full number of annual duty days as provided for in this Agreement will be paid their daily rate of pay multiplied by the number of duty days under contract.

19.3.4.2 Regular part-time unit members shall be compensated by a prorated share of the salary the unit member would have been earning had he/she been placed on a full-time paid assignment.

19.3.4.3 Daily rate of pay is an amount equal to a unit member's normal placement on the salary schedule divided by the current number of contractual duty days.

19.3.5 Supplementary Employment Contracts

Unit members assigned to work one or more full duty days between the closing and opening of the unit member's work year pursuant to a supplementary contract shall be compensated at the appropriate per diem rate of the unit member's annual contracted salary under the prevailing salary schedule. This provision shall not apply to summer school employment.

19.4 Supervision Pay

19.4.1 Unit members at all levels who volunteer and are subsequently assigned to supervise students or perform other special duties related to football games, basketball games, school dances, school musicals, school plays, Book Club, or other activities of a similar nature shall receive payment of sixty dollars (\$60.00) for the performance of such duties at each event. If the event is held off-site, unit members may submit receipts for costs such as self parking fees. Unit members may submit documentation for mileage reimbursement when an event is more than 5 miles from the unit members' primary work site. Reimbursements will not be made without documentation. This section shall be inapplicable to unit members performing duties pursuant to their extended day or directive assignments and unit members performing duties pursuant to Section 15.3.2 of this Agreement.

- 19.4.2 In order to be eligible for payment in 19.4.1 above, unit members must have been individually approved, once they volunteer, by the appropriate administrator, and the hours served shall be verified by the appropriate administrator or designee.
- 19.4.3 All supervision and ticket selling positions will be held by certificated unit members. If no unit member is available, the site administrator may fill the position with non-certificated personnel.
- 19.4.4 Staffing of extended-day supervision and adjunct positions is the responsibility of the site administrator for that function.

19.5 Salary Schedule Stipends

- 19.5.1 The placement of an individual on the salary schedule is based on the number of years teaching experience (the maximum placement for teachers new to the District is defined in Section 19.3.2.1).
- 19.5.2 A \$2,000 yearly stipend will be paid for an earned doctorate degree.
- 19.5.3 A \$2,000 stipend per year will be paid to contracted employees over a ten (10) year period or for the duration of their National Board Certification.
- 19.5.4 District school psychologists and speech and language pathologists shall receive a nine (9) percent pay differential for specialized training and services.

19.6 Professional Development Buy Back Days

Beginning with the 2010-2011 school year, each school site will have a committee composed of representation from each grade level or department and a site administrator. Each grade level and department representative will be chosen by the grade level or department unit members whom he or she represents. The committee will meet no less than once each semester to provide recommendations for staff development for unit members at the site.

19.7 Extended School Year Pay

The Extended School Year (ESY) is a federally mandated program (see Title 5 of the

California Code of Regulations, section 3043).

Certificated teachers who are employees of the district and are employed to provide services for students enrolled in the ESY will be paid their per diem rate proportional to the percentage of the day worked e.g., a half day would be compensated at 50% of the unit member's per diem rate.

If the federal mandate as stated in Title 5, section 3043 is suspended, the rate of pay will be the summer school rate of \$30.00 per hour.

19.8 Career Technical Education (CTE) teachers in ACT

19.8.1 For the 2018-19 school year, all qualified CTE employees will be assigned to the appropriate range and to the step on that range closest to but not less than their salary as of June 30, 2018. Once assigned to a range and step/or 2018-19, CTE employees shall receive salary increases in the same manner as all other employees covered by the collective bargaining agreement between ACT and the District. Beginning with the 2019-20 school year, CTE employees shall be eligible to move steps in the same manner as all other employees covered by the collective bargaining agreement between ACT and the District.

19.8.2 Extended Day: All CoSA extended day units will be agreed upon by CorArtsEd Foundation and paid to the CUSD employee by CorArtsEd Foundation.

19.8.3 CTE teachers' seniority date will be the original date of hire.

19.8.4 CTE teachers' employment status will be based on current year as an employee.

Examples:

2 years of completed employment = tenure status as of August 23, 2018.

6 years of completed employment = experienced status, as of August 23, 2018, regarding evaluation requirements.

**ARTICLE XX
CLASS SIZE**

20.0 Class Size

- 20.1 For the 2018-2019 through the 2025-2026 school years, the target class size for grades Transitional Kindergarten through 1 shall be an annual school-wide average of twenty-five (25) to one (1) and for grades 2-3 shall be an annual school-wide average of twenty-seven (27) to one (1).
- 20.2 The target for class size in grades 4 and 5 will be a school-wide average of thirty (30) to one (1).
- 20.3 In grades 6 through 12, the target for class size will be a school-wide average of thirty-two (32) in core curricular areas, including language arts, mathematics, social science, and science, and excluding physical education, special education, and electives.
- 20.4 On or about October 1 and March 1, the District shall provide the Association with current enrollment numbers which address 20.1, 20.2, and 20.3.
- 20.5 In transitional kindergarten through 5th grade, if a teachers has one more than the target students per grade band and the grade level average is above the target the district will have 15 days to correct the overage. Otherwise, the teacher(s) will have the option to receive one release day per grading period for planning and grading purposes, or 4 hours of non per-diem hourly pay, per grading period, outside of the contract day.
- 20.6 In grades 6-12, if the number of student contacts for a teacher exceeds 165 in a core curricular area to include language arts, mathematics, social science, and science, the district will have 15 days to correct the overage, otherwise, the teacher(s) will have the option to receive one release day per grading period for planning and grading purposes, or 4 hours of non per-diem hourly pay, per grading period, outside of the contact day.

ARTICLE XXI
CALIFORNIA AND FEDERAL LAW REGARDING SPECIAL EDUCATION

21.1 Compliance

The District shall comply with the statutory provisions of the California and federal laws regarding special education.

21.2 Compensation

Except as otherwise provided in Section 15.1.2 of this Agreement, the District shall, at the option of the unit member, grant compensatory time or the appropriate hourly rate of pay for those unit members who are required to perform services relative to the implementation of the California and federal laws regarding special education which are not otherwise provided for under the terms of this Agreement.

21.3 Release Time

Compliance with the requirements of Article XXI herein shall include the granting of release time, when required, for the performance of services relative to the implementation of the California and federal laws regarding special education.

21.4 Special Day Class (SDC) Students

Any SDC student included or mainstreamed in a general education class shall receive support as determined by his/her Individualized Education Program (IEP). Consideration shall be given when more than one SDC student is included in a general education classroom at the same time. Possible considerations may include the use of a teacher's aide, increased prep time, or lower class size.

21.5 Students with Individualized Education Plans and/or Section 504 Plans

When students with Individualized Education Plans and/or 504 Plans are members of general education classes, these students will receive special education services or support for the time and goals as specified in their IEP and/or 504 Plan.

Students with IEPs and/or 504 Plans will be considered when developing class rosters and student schedules prior to the start of the school year. An attempt will be made to balance how students with IEPs and/or 504 Plans are assigned to teachers of the same course or grade level, and amongst different sections of secondary course taught by an individual teacher. In addition to any supports delineated in the students' IEP and/or 504 Plans, additional classroom supports may include co-teachers, instructional aides, prep time, or overall lower class size.

21.6 Individualized Education Plan (IEP), Student Study Team (SST), and 504 Plan Meetings

- 21.6.1 When scheduling IEP, SST, and/or 504 Plan meetings, contract language regarding duty-free lunch, preparation periods, travel time, and contractual work day will be followed.
- 21.6.2 A teacher's preparation period or lunch period may only be used for an IEP, SST or 504 meeting with the teacher's consent.
- 21.6.3 When scheduling IEP, SST, and/or 504 Plan meetings, administrators and unit members will collaborate regarding:
- Time for travel to another site (as needed)
 - Meeting expectations, including meeting time, anticipated length of meeting, and attendance requirements.

ARTICLE XXII
PEER ASSISTANCE AND PEER REVIEW (PAR)

Effective on July 1, 2000, the mentor teacher program and all obligations, rights, activities, and practices related to that program automatically terminate. This article replaces the mentor teacher program (Article XXII) and implements the provisions of Chapter 4 of the statutes of 1999 with respect to the Peer Assistance and Review Program (PAR), as it may be amended, and any applicable regulations.

The Association and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

22.1 PAR Panel Selection Process

22.1.1 The PAR Panel shall consist of five (5) members, three of whom are teachers chosen to serve by the Association. Those teachers shall represent the elementary, middle school, and high school levels. The District shall choose two administrators for the PAR Panel. One alternate shall be appointed to represent the unit members.

22.1.2 The PAR Panel shall establish its own meeting schedule. To meet, all members of the PAR Panel must be present. Teachers who are members of the PAR Panel shall be released from their regular duties for up to five duty days to attend meetings, without loss of pay or benefits. Decisions of the panel shall be determined by consensus. If no consensus is reached, decisions shall be by majority vote. The PAR Panel shall serve for three year terms.

The terms of teacher representatives shall be staggered using this method: for his/ her first term, one member shall serve for one year, one member shall serve for two years, and one member shall serve for three years. All terms after the first one shall be for three years. PAR Panel members shall be chosen by July 1 for the following year. To facilitate the provisions of Section 22.12, an alternate PAR Panel member shall be appointed as a non-voting member to attend all meetings and vote in the absence of a regular member. The alternate shall serve for one year and be compensated at the existing rate of pay.

22.2 PAR Panel Responsibilities

22.2.1 The PAR Panel shall be responsible for the following

- (a) Providing annual training for the PAR Panel members.
- (b) Establishing its own rules of procedure, including the method for the selection of a Chairperson.
- (c) Selecting the panel of Consulting Teacher, and Program Consultants.
- (d) Selecting and/or approving trainers and/or training providers.
- (e) Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
- (f) Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher and the site principal.
- (g) Making available a list of Consulting Teachers for selection by the Participating Teacher and approving the selection.
- (h) Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement and the California State Education Code, and to the extent there is an inconsistency, the Education Code will prevail.
- (i) Distributing, at the beginning of each school year, a copy of the adopted Rules and Procedures to all unit members and administrators.
- (j) Establishing a procedure for application as a Consulting Teacher, or a Program Consultant.

- (k) Determining the number of Consulting Teacher, and Program Consultants in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.
- (l) Reviewing the final report prepared by the Consulting Teacher and providing written feedback to the Referred Participating Teacher and the Superintendent regarding the Referred Participating Teacher's progress in the PAR Program.
- (m) Evaluating annually the impact of the PAR program in order to improve the program.
- (n) Establishing guidelines for release time for participating teachers.

22.2.2 All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential. Therefore, PAR Panel members and Consulting Teachers may disclose such information only as is necessary to administer this Article. The PAR Program Confidential Agreement is available at the District Education Services Department.

22.2.3 The District agrees to indemnify and hold harmless any Association selected member of the PAR Panel against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Association's participation in Peer Assistance and Review in the course and scope of their duties as Consulting Teachers or PAR Panel members.

22.3 Participating Teachers (PT)

22.3.1 Definition

A Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. All participating teachers shall be provided release time consistent with PAR Panel guidelines. There are two (2) categories of participating teachers as described in Sections 22.3.2 and 22.3.3.

22.3.2 Referred Participating Teacher (RPT)

22.3.2.1 A Referred Participating Teacher is a unit member with permanent status who receives assistance to improve his/her instructional skills, classroom management, knowledge of subject, and/or related aspects of his/her performance as a result of an unsatisfactory March 1 evaluation.

22.3.2.2 A Referred Participating Teacher may select his/her Consulting Teacher from a list of Consulting Teachers provided by the PAR Panel. A Referred Participating Teacher may request a different Consulting Teacher at any time during the process, providing that such request is not more than once per semester.

22.3.2.3 Results of the Referred Participating Teacher's mandated participation in the PAR Program shall be made available to the supervisor as part of his/her evaluation. Refer to Sections 22.4.10, 22.4.11, and 22.4.12.

22.3.3 Voluntary Participating Teacher (VPT)

22.3.3.1 A Voluntary Participating Teacher is a teacher with permanent status, an intern teacher, an emergency permit teacher, or experienced teacher new to the District who volunteers to participate in the PAR program. The purpose of participation in the PAR Program for the Voluntary Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Voluntary Participating Teacher. The Volunteer Participating Teacher may terminate his or her participation in the PAR Program at any time after one semester.

22.3.3.2 Unless requested by the Voluntary Participating Teacher, information obtained by the Consulting Teacher while working with the Voluntary Participating Teacher cannot be utilized in the evaluation process and/or as the basis for mandatory participation in the PAR process.

22.3.3.3 All communication between the Consulting Teacher and Voluntary Participating Teacher shall be confidential, and without the written consent of the Voluntary Participating Teacher, shall not be shared with others, including the site principal, the supervisor, or the PAR Panel.

22.4 Consulting Teachers (CT)

22.4.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:

- (a) A full time credentialed classroom teacher with permanent status. For the purposes of this position, full time is defined as four (4) out of five (5) periods at the secondary level, and eighty percent (80%) of the day at the elementary schools.
For the purpose of this position, a classroom teacher is defined as a regularly employed teacher at a site.
- (b) Consulting Teachers shall have six (6) years of full time teaching experience within the last ten (10) years with at least three (3) full years of experience in the District.
- (c) Consulting Teachers shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- (d) Exceptions to Article 22.4.1 can be made when unusual circumstances arise. All or parts of this agreement may be waived if the PAR Panel unanimously agrees to do so.

22.4.2 In applying for a position of Consulting Teacher, each applicant is required to submit three references from individuals with specific knowledge of his or her expertise, as follows:

- (a) A reference from a building principal or immediate supervisor.
- (b) A reference from an Association representative.
- (c) A reference from another classroom teacher.

- 22.4.3 All applications and references shall be treated with confidentiality by PAR Panel members.
- 22.4.4 Consulting Teachers shall be selected by the PAR Panel following classroom observations by the PAR Panel. The PAR Panel may or may not observe teachers who are applicants for Program Consultants.
- 22.4.5 A Consulting Teacher shall be provided up to two days of release time per Participating Teacher per semester. A Consulting Teacher working with a Referred Participating Teacher may request additional release time subject to the approval of the site supervisor. The term of the Consulting Teacher shall be two (2) years. A teacher may not be appointed to an administrative position in the District while serving as a Consulting Teacher unless the teacher resigns from the Consulting Teacher position. This excludes administrative summer school assignments.
- 22.4.6 Functions performed pursuant to this Article by unit members shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of unit members.
- 22.4.7 Consulting Teachers shall have the responsibility for no more than two (2) Referred Participating Teachers, two (2) Voluntary Participating Teachers, or any combination of such teachers. The Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teachers.
- 22.4.8 The Consulting Teacher will convene a meeting, attended by the Consulting Teacher, Supervisor and the Referred Participating Teacher, for the purpose of discussing the reason for the placement of the Participating Teacher in the PAR program.
- 22.4.9 The Consulting Teacher shall meet with the Referred Participating Teacher and the Supervisor to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR Program.

22.4.10 The Consulting Teacher shall conduct multiple observations of the Referred Participating Teacher during classroom instruction and shall have both pre-observation and post-observation conferences.

22.4.11 The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and every six (6) weeks shall provide written reports to the Referred Participating Teacher and Supervisor for discussion and review.

22.4.12 A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the PAR Panel.

The Referred Participating Teacher's signing of this report does not necessarily mean agreement, but rather that she or he has received a copy of the report. The Consulting Teacher shall submit a final report to the PAR Panel. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) duty days, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the PAR Panel, and to be represented at this meeting by the Association representative of his or her choice.

22.4.13 The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his or her personnel file, and may be used in the evaluation of the Referred Participating Teacher.

22.4.14 The District agrees to indemnify and hold harmless any Association selected member of the PAR Panel against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Association's participation in Peer Assistance and Review in the course and scope of their duties as Consulting Teachers or PAR Panel members.

22.5 Program Consultants

- 22.5.1 A Program Consultant is a teacher who has expertise in a specific curriculum area and may assist in developing an educational program through self-initiated projects. Projects may be structured for individual or group participation. The qualifications for the Program Consultant shall be set forth in the rules and procedures, providing that the applicant is a full time credentialed teacher with permanent status. In a group project there must be at least one full time teacher with permanent status.
- 22.5.2 In applying for a position as a Program Consultant, each applicant is required to submit a specific application explaining the proposed project. Applications are available in the Educational Services Department in the District Office.
- 22.5.3 Functions performed pursuant to this Article by unit members shall not constitute management or supervisory functions. The Program Consultants shall continue all rights of unit members.
- 22.5.4 Program Consultant position time commitments and release time shall be determined by the PAR Panel.
- 22.5.5 Program Consultants do not work one on one with teachers.

22.6 Expenditures and Compensation

- 22.6.1 Each Referred Participating Teacher shall be allocated up to \$1000 for staff development subject to Consulting Teacher and Supervisor approval. The PAR Panel, upon request of the Consulting Teacher or Participating Teacher, may allocate additional staff development funds.
- 22.6.2 Each Voluntary Participating Teacher shall be allocated up to \$500 for staff development subject to Consulting Teacher and Supervisor approval.

- 22.6.3 Compensation shall be provided as follows:
- (a) Bargaining unit members serving on the PAR Panel shall be paid the current hourly rate for attending meetings. Bargaining unit members serving as Consulting Teachers shall be paid annually as follows:
 1. \$250 for selection and an hourly fee or release time for training;
 2. \$2000 for consulting with each Referred Participating Teacher;
 3. \$1000 for consulting with each Voluntary Participating Teacher; and
 4. Program Consultants shall be given release time and/or hourly pay up to twenty-five (25) hours per semester to accomplish their project.
 - (b) Except for Program Consultants' compensation, all compensation shall be paid in two equal sums, half by December 31 and half by June 30. Program Consultants will receive the hourly rate of pay monthly.
- 22.6.4 Compensation is not provided for Referred Participating Teachers' or Voluntary Participating Teachers' participation in PAR.

22.7 PAR DEFINITIONS

PAR (Peer Assistance and Review)

Legislation passed in 2000 established the California Peer Assistance and Review Program for teachers to allow exemplary teachers to assist veteran teachers who need to develop their subject matter, knowledge, and/or teaching strategies.

PAR Panel

The PAR Panel consists of certificated staff members and administrators (a majority of the panel must be teachers) who have the responsibilities of setting up program guidelines, selecting consulting teachers, and annually evaluating the impact of the PAR Program.

Consulting Teacher

The selected teachers will provide assistance to permanent teachers. Minimum qualifications include a teacher who is full time (4 out of 5 periods at the secondary level; 80% of the day at elementary level), has 6 years of full time teaching experience within the last 10 years, and a minimum of 3 years experience in the District. Teachers must demonstrate exemplary teaching ability.

Referred Participating Teacher

This teacher is a permanent teacher with permanent status who receives assistance to improve his/her instructional skills, classroom management, and knowledge of subject and/or related aspects of his/her performance as a result of an unsatisfactory evaluation.

Voluntary Participating Teacher

This teacher is a teacher with permanent status, an intern teacher, emergency permit teacher, or an experienced teacher new to the District who volunteers to participate in the PAR Program for the sole purpose of receiving peer assistance.

Program Consultant

This teacher has expertise in a specific curricular area and may assist with developing the educational program through self-initiated projects and provide staff development related to District goals and objectives.

ARTICLE XXIII

PROFESSIONAL GROWTH

23.1 Professional Growth Advisors

Service as a Professional Growth Advisor is voluntary. The District shall designate only certificated administrators, department heads, or other certificated teachers as selected by principals and approved by the Superintendent. Retired certificated persons, college or university personnel may be designated as Professional Growth Advisors. A list of these advisors, including work location and a brief biography on their experience, will be published by the District annually prior to the beginning of the school calendar year. The responsibility of an advisor shall be to determine whether activities identified on the Professional Growth Plan of a credential holder, who is subject to the provision of this Article, comply with pertinent Education Code, Administrative Code, Title V Sections and the California Growth Manual.

23.2 Professional Growth Appeals

If a credential holder believes that the advisor has taken an adverse action that the credential holder considers to be unfair, arbitrary or contrary to the terms of the Education Code, the credential holder may seek another advisor or appeal the adverse action to the Professional Growth Panel. The Professional Growth Panel will be made up of four (4) persons, two of whom will be appointed by the District and two appointed by the Association. The Panel will hear the credential holder's appeal within ten (10) duty days of request and will respond to the credential holder within five (5) duty days of hearing the appeal. If dissatisfied with the response from the Professional Growth Panel, the credential holder may appeal the adverse action to the Executive Secretary of the Commission of Teacher Credentialing.

23.3 Association Activities as Professional Growth

Association activities which comply with the Education Code and the Professional Growth Manual shall be allowed as Professional Growth activities. Upon the request of the credential holder or advisor, the President of the Association shall provide verification of participation or completion.

23.4 Definition of Professional Growth Hour

A clock hour, for purposes of credited Professional Growth activities, shall not be less than 50 minutes. The accumulated hours shall include the actual time spent that complies with the Professional Growth Manual if the unit member is a presenter of the course other than the regular assignment. College, university, or equivalent courses shall be credited as at least fifteen (15) hours for each semester unit, ten (10) clock hours for each quarter unit, thirteen (13) clock hours for each trimester unit or the actual number of class/lab hours required, whichever is greater.

23.5 Salary Advancement for Professional Growth Activities

Credit for advancement on the salary schedule shall be earned by credential holders for Professional Growth activities in accordance with established criteria. Fifteen (15) clock hours of completed work shall be the equivalent of one semester unit. For each fifteen (15) clock hours of completed Professional Growth activity, advancement on the salary schedule shall take place as though one semester unit of college credit has been earned.

23.6 Paid Professional Growth

No professional growth activity which is paid for by the District or taken on District time may be used for salary advancement.

23.7 Professional Growth and Evaluation

Nothing in the Professional Growth requirements or procedure thereof shall impact, be part of, or modify the performance evaluation.

23.8 Professional Growth Deadline

By September 15 of each year, the District shall notify each credential holder of the deadline date for completion of the Professional Growth requirements.

23.9 Timely Approval of Professional Growth Plan

An advisor shall complete and return to the credential holder certification of initial plan, initialing of any revisions or verification of completion within ten (10) duty days of submission to the advisor.

If the advisor finds that certification, modification, or verification cannot be granted, then the advisor shall notify the credential holder of the reason(s) in writing within ten (10) duty days of submission.

23.10 Professional Growth Activities

The content of the substance of Professional Growth programs and the manner in which Professional Growth is delivered shall be inclusive of those particular domains and activities defined in pages 12-17 of the Professional Growth Manual. The appropriate Professional Growth forms and the manual are available in the Human Resources Department at the District Office. Unit members must consult the Human Resources Department for information on Professional Growth and changes from the Commission on Teacher Credentialing.

ARTICLE XXIV
JUST CAUSE DISCIPLINE

- 24.1** It is the intention of the parties that this Article be applied only in cases of severe and flagrant disregard for or failure to comply with District policies and regulations. Such cases must have a continued negative impact upon the school program. It is expected that application of this article will occur rarely and be applied with the utmost restraint and careful consideration of the impact upon the unit member.
- 24.2** This Article is entered into pursuant to Section 3543.2 (b) of the Government Code. This Article details the non-exclusive right of the district to process suspensions without pay for a period not to exceed 15 duty days. The provisions of this article shall not abrogate the right of the District to proceed with any other form of discipline, including, but not limited to, dismissals of temporary, probationary and permanent unit members, to the implementation of statutory authorized rights of suspension, and the issuance of verbal or written reprimands, notices of incompetence or notices of unprofessional conduct and suspensions with pay. Also nothing contained in this Article shall prevent the District from proceeding with notices of non-renewal of contract for temporary or probationary unit members.
- 24.3** A unit member may be suspended by the District only for just cause. The term “suspension” shall mean suspension without pay for up to and including fifteen (15) duty days and shall include the loss of any extra compensation related to such periods of unpaid status. The suspension imposed shall be reasonably related to the seriousness of the misconduct or shall be reasonable in light of the number and frequency of prior incidents of misconduct by the employee. Normally an oral warning will proceed a written warning. Normally no written reprimand will be issued except in cases where a unit member repeats an infraction for which he/she has received a written warning. In cases of serious misconduct, no prior oral and/or written reprimand is required.
- 24.4** The site administrator may recommend and the Board may approve, by no fewer than four votes, suspension in accordance with this article for a unit member who fails to comply with District policies and regulations. Suspension shall be considered by the Board under the following circumstances (inclusive):

- (a) Persistent failure to comply with District policies and regulations.
- (b) The teacher has been adequately notified of the specific areas where policies and regulations are not met.
- (c) Administration has provided assistance to the teacher in complying with District policies and regulations.
- (d) The site administrator has consulted with representatives of the Association and has requested the assistance of the Association in helping the teacher comply with District policies and regulations.
- (e) The teacher has been adequately notified of the intent to recommend discipline short of dismissal and has been provided opportunity to meet with the Superintendent and be represented by counsel. Adequate notification shall be not less than 30 duty days prior to the Board's consideration of recommended discipline.
- (f) The Superintendent has approved the recommendation for discipline.

24.5 Prior to the imposition of suspension without pay, the Superintendent or designee, shall give written notice to the employee. This written notice of proposed suspension shall be served by mail or personal delivery to the employee at least fifteen (15) calendar days prior to the date when the suspension is to be imposed.

24.6 If a grievance is filed by the unit member or the Association related to the proposed suspension of the unit member, then all disciplinary actions proposed by the District shall be stayed pending a final decision on the grievance. If no grievance is filed, loss of compensation may occur after the twentieth (20) calendar day following the date written notice was served.

24.7 The written notice of proposed disciplinary action shall be served by personal delivery or by certified mail. Service by certified mail shall be deemed completed on the date of mailing. The unit member's address for purposes of serving documents provided for in this article shall be the most recent address of the unit member filed with the District at the time of service of the particular document. The contents of the written notice shall include at least the following:

- (a) A statement identifying the District.
- (b) A statement in ordinary, concise language of the specific act(s) and omission(s) upon which the proposed suspension is based.
- (c) The specific length of the suspension proposed and effective date(s).

- (d) The cause(s) or reason(s) for the specific suspension proposed.
- (e) Copies of applicable regulation(s) and/or Board policy(s).
- (f) A statement that the unit member has the right to respond to the matters in the written notice, both orally and in writing, including the submission of affidavits or written or sworn declarations, prior to the end of the twenty (20) calendar day period following the date on which the notice was served.
- (g) A statement that the unit member, upon request, is entitled to appear personally or with Association representation before the Superintendent or designee regarding the matters raised in the written notice prior to the end of the twenty (20) calendar day period following the date the written notice was served. At such meeting, if requested, the unit member and/or representative shall be granted a reasonable opportunity to make any representations the unit member believes are relevant to the case. The Superintendent and/or designee may also have a representative present at such meeting.
- (h) A statement that the unit member, upon written request, is entitled to file a grievance which may be pursued, with Association approval, through arbitration, prior to any implementation of suspension. The statement shall indicate that the proposed suspension may commence after the twenty (20) calendar days following the date the written notice was served, if no grievance is filed.

The statement shall also indicate that a grievance must be filed within twenty (20) calendar days after the date the written notice of proposed suspension was served. A copy of the provisions of this Article shall be included in written notice of proposed suspension and shall suffice to advise the unit member of available rights and procedures.

24.8 If the unit member does not file a grievance, the Superintendent may act upon the charges after the waiting period for filing a grievance has expired.

24.9 Confidentiality

All information or proceedings regarding any such actual or proposed actions shall be kept confidential by management and by Association and its unit members. Any violation of confidentiality shall be grounds for dismissal of all charges and any benefit losses suffered by the unit member shall be fully and wholly restored unless such violation has been by any unit member or advisor to the Association.

Any charge of District breach of confidentiality shall constitute grounds for a grievance. The burden of proof in establishing that a breach of confidentiality occurred shall be on the charging party. Any charge shall be heard by the Board in accordance with time lines established for Level III (Board of Education) of Article X (Grievance). The decision of the Board of Education shall be final unless appealed to arbitration by the unit member with approval of the Association.

24.10 This Article shall not reduce the rights of unit members contained in Education Code Sections 44932, 44939, 44940, 44941, and 44944, including any amendments to those sections or subsequent laws relevant to those sections.

ARTICLE XXV
COMMITTEE ON ASSIGNMENT

25.1 The District and the Association agree to create two Committees on Assignment (COA), one for K-5 and one for 6-12, composed of three unit members at the appropriate level. The ACT Executive Committee shall select the teachers. The Superintendent or designee, and one person selected by the superintendent shall also serve.

- (a) Three unit members representing grades K-5 shall process misassignments and decisions regarding advanced units taken for salary adjustments for elementary teachers.
- (b) Three unit members representing grades 6-12 shall process misassignments and decisions regarding advanced units taken for salary adjustments for secondary teachers.
- (c) Unit members shall be appointed to two-year terms after the initial selections. The terms of the membership of the initial committee shall be staggered so that there will be a unit member selected for a one- year term; one selected for a two-year term; and the third one will serve a three-year term.

25.2 The duties and responsibilities of the COA shall be to:

- (a) Fulfill the duties of the Committee on Assignments as outlined in Ed. Code 44258.7 (c), (d), and (e) reference AB 435, Watson Bill.
- (b) Determine the qualifications acceptable for misassignments.
- (c) Refer teacher assignments approved under qualifications established by the COA to the Board for action.

25.3 Timelines

- (a) Missassignments
 1. Prior to the opening of school.
 2. First three weeks of school, as needed.
 3. By mid-January for second semester.
 4. Prior to the end of school for the opening of the next school year.
 5. As needed.

- (b) Professional Growth for Advancement
 - 1. Prior to the opening of school.
 - 2. By mid-January for second semester.
 - 3. Prior to the end of the school year for the opening of the next year.

25.4 Form

COA shall develop a form to be placed in the teacher's file that indicates the unit member has been misassigned. The form, which must be signed by the teacher, Superintendent and the President of the Association, absolves the misassigned teacher of any legal responsibility for the misassignments.

25.5 Restriction

The District may not misassign more than 5% of the classroom teachers in the District in any given year, according to Ed. Code 44258.7 (c), (d) and (e) reference AB 435, Watson Bill.

**ARTICLE XXVI
CALENDAR**

The Association and the District agree to the following provisions regarding bargaining unit members' annual work year of 185 days:

- 26.1** The first day of school for students shall be the fourth Thursday of August.
*The calendar for the 17-18 school year has been negotiated and agreed to. See attached.
- 26.2** The last day of school for students shall be one of the first three (3) Thursdays in June.
- 26.3** When the annual teacher contract year includes five (5) teacher work days, in addition to student contact days, three (3) of the five (5) teacher work days shall be the three (3) days immediately prior to the first day of school for students.
- 26.4** When the annual teacher contract year included five (5) teacher work days in addition to student contact days, one (1) of the five (5) teacher work days shall be immediately following the last day of school for students.

Support Statement for Board Policy

We do not advocate abandoning the practice of high-stakes testing for educational outcomes altogether. We believe that schools are responsible to parents, taxpayers, and the community at large for student outcomes. It is clear that high-stakes tests are not a total solution. In the best interest of student health, we support a Governing Board policy that encourages teachers to make sure that no cumulative exam impacts a student's overall grade severely.

**APPENDIX A
EXTENDED DAY**

Increases will be equivalent to negotiated salary agreements.

1982-83: \$400
1983-84: \$444
1984-85: \$471
1985-86: \$515
1986-87: \$540
1987-88: \$558
1988-89: \$566
1989-90: \$593
1990-91: \$643
1991-92: \$648
1992-93: \$656
1993-94: \$676
1994-95: \$685
1995-96: \$699
1996-97: \$720
1997-98: \$749
1998-99: \$778
1999-00: \$805
2000-01: \$886
2001-02: \$913
2002-03: \$923
2003-04: \$932
2004-05: \$958
2006-07: \$1,026
2007-08: \$1,026
2008-09: \$1,026
2009-10: \$1,026
2010-11: \$1,026
2015-16: \$1,077

High School Sports

Head Coaches

5.0

Football

4.0

Boys' Basketball

Girls' Basketball

Softball

Baseball

Swimming

3.5

Cross Country

Boys' Volleyball

Girls' Volleyball

Boys' Soccer

Girls' Soccer

Boys' Tennis

Girls' Tennis

Track

Boys' Water Polo

Girls' Water Polo

Boys' Lacrosse

Girls' Lacrosse

3.0

Boys' Golf

Girls' Golf

J.V. Head Coaches

3.0

Football

Girls' Volleyball

Boys' Volleyball

Girls' Water Polo

Boys' Water Polo

Boys' Basketball

Girls' Basketball

Freshman Head Coach

2.5

Boys' Basketball

Girls' Basketball

Baseball

Assistants

3.0

Football Coordinator

2.5

Football

Football

Swimming

Softball

Baseball

Boys' Soccer

Girls' Soccer

Boys' Lacrosse

Girls' Lacrosse

2.0

J.V. Football

Track

Track

Baseball

Diving

High School Non-Athletic

6.0

ASB Advisor
+ 1 Period off

4.5

Drama Director

2.5

Performance Band
Yearbook

2.0

Graduation Coordinator
Senior Awards Advisor
Islander Times Advisor

1.0

Senior Class Adv.
Junior Class Adv.
Sophomore Class Adv.
Freshman Class Adv.
Robotics
National Honor Society
Islander Awards
Academic League
Mock Trial Advisor

0.5

Commendation Tea Coordinator

Middle School Non-Athletic

3.0

ASB Advisor

2.0

Yearbook Advisor
Robotics Club

1.5

Band/Choir Dir.

1.0

KCMS News Team
Junior Optimist
Reading Club
Performing Arts

*Updated Salary Schedule Coming Soon

CORONADO UNIFIED SCHOOL DISTRICT
Certificated Salary Schedule
***Effective 07/01/17**
185 Work Days

STEP	Range I BA	Range II BA +15	Range III BA +30	Range IV BA + 45	Range V BA +70 or BA +60 with MA	Range VI BA+75 with MA
1	\$ 43,260	\$ 44,342	\$ 45,423	\$ 46,728	\$ 49,248	\$ 51,616
2	\$ 44,342	\$ 45,423	\$ 46,884	\$ 48,916	\$ 51,646	\$ 54,007
3	\$ 45,639	\$ 47,073	\$ 49,323	\$ 51,659	\$ 54,335	\$ 56,739
4	\$ 46,987	\$ 49,057	\$ 51,822	\$ 54,220	\$ 57,209	\$ 59,707
5	\$ 48,913	\$ 51,453	\$ 54,205	\$ 56,615	\$ 59,660	\$ 62,108
6		\$ 53,790	\$ 56,556	\$ 58,981	\$ 62,075	\$ 64,445
7			\$ 58,931	\$ 61,404	\$ 64,516	\$ 66,792
8 New Emp. Max.			\$ 61,547	\$ 63,822	\$ 66,982	\$ 69,151
9				\$ 66,404	\$ 69,500	\$ 71,549
10				\$ 70,189	\$ 72,627	\$ 76,354
11				\$ 70,490	\$ 74,679	\$ 77,113
12				\$ 71,603	\$ 75,792	\$ 77,897
13				\$ 72,397	\$ 77,040	\$ 79,272
14				\$ 73,297	\$ 77,855	\$ 80,389
15				\$ 73,975	\$ 78,764	\$ 81,761
16				\$ 74,544	\$ 79,692	\$ 82,793
17				\$ 75,829	\$ 80,657	\$ 83,791
18				\$ 76,126	\$ 81,166	\$ 84,429
19				\$ 76,595	\$ 81,453	\$ 84,789
20				\$ 78,301	\$ 82,809	\$ 86,087
21				\$ 78,691	\$ 84,116	\$ 87,557
22				\$ 79,193	\$ 84,830	\$ 88,449
23				\$ 79,366	\$ 85,002	\$ 88,851
24				\$ 80,092	\$ 85,646	\$ 89,253
25				\$ 82,629	\$ 86,768	\$ 91,495
26				\$ 83,020	\$ 87,152	\$ 91,931
27				\$ 83,414	\$ 87,579	\$ 92,366
28				\$ 83,807	\$ 87,785	\$ 92,802
29				\$ 84,200	\$ 88,010	\$ 93,238
30				\$ 86,953	\$ 89,873	\$ 96,902
School Psychologists and Speech Language Pathologists receive additional seven percent (7%) for specialized preparation						
Hourly rate: \$30.85		\$2,000 for earned Doctorate		Extended day rate \$1,131 (Effective July 1, 2017)		
\$2,000 for National Board Certification						

Minimum salary to be paid for certificated teachers with bachelor's degree will be \$43,260 for fully credentialed teachers.

Salaries are rounded to the nearest dollar. Actual monthly salaries may differ in cents.

Maximum step placement on Salary Schedule is Step 8, based on 7 years of full-time teaching experience.

Approved 3.2.17

Coronado Unified School District 2018 – 2019 Student & Employee Calendar

Month	M	T	W	T	F	Student Days	Cumulative Student Days	Holiday Legal-Local	
Jul	2	3	4	5	6	0	0	1	7/4 Independence Day
Jul	9	10	11	12	13	0	0		Holidays for classified staff
Jul	16	17	18	19	20	0	0		School Day Only (SDO) staff: start, day off, end
Jul	23	24	25	26	27	0	0		10.5 mo. (SS, Village, CMS office staff) start, end
Jul/Aug	30	31	1	2	3	0	0		11 mo. (CHS office staff) start, end
Aug	6	7	8	9	10	0	0		Days off for all SDO, 10.5 mo. and 11 mo. Staff
Aug	13	14	15	16	17	0	0		8/20-22 Teacher Workdays
Aug	20	21	22	23	24	2	2		8/23 First Day of School
Aug/Sep	27	28	29	30	31	5	7		
Sep	3	4	5	6	7	4	11	1	9/3 Labor Day
Sep	10	11	12	13	14	5	16		
Sep	17	18	19	20	21	5	21		
Sep	24	25	26	27	28	5	24		
Oct	1	2	3	4	5	5	31		
Oct	8	9	10	11	12	4	35	1	10/8 Fall Holiday
Oct	15	16	17	18	19	5	40		
Oct	22	23	24	25	26	5	45		
Oct/Nov	29	30	31	1	2	5	50		
Nov	5	6	7	8	9	5	55	1	
Nov	12	13	14	15	16	4	59		11/12 Veterans Day
Nov	19	20	21	22	23	0	59	2	3 11/19-23 Thanksgiving Recess
Nov/Dec	26	27	28	29	30	5	64		
Dec	3	4	5	6	7	5	69		
Dec	10	11	12	13	14	5	74		
Dec	17	18	19	20	21	4	78	5	
Dec	24	25	26	27	28	0	78	1	4 12/21-1/4 Winter Recess
Jan	31	1	2	3	4	0	78	1	1 Teacher Work Day/Non-student Day
Jan	7	8	9	10	11	5	83		
Jan	14	15	16	17	18	4	87	1	1/18 Teacher Work Day/Non-student Day
Jan	21	22	23	24	25	4	91		1/21 Dr. M.L. King, Jr. Day
Jan/Feb	28	29	30	31	1	5	96		
Feb	4	5	6	7	8	5	101		
Feb	11	12	13	14	15	4	105	1	2/15 Lincoln Day
Feb	18	19	20	21	22	4	109	1	2/18 President's Day
Feb/Mar	25	26	27	28	1	5	114		
Mar	4	5	6	7	8	5	119		
Mar	11	12	13	14	15	5	124		
Mar	18	19	20	21	22	5	129		
Mar	25	26	27	28	29	0	129	1	4 3/25-3/29 Spring Recess
Apr	1	2	3	4	5	5	134	1	
Apr	8	9	10	11	12	5	139		
Apr	15	16	17	18	19	4	143		
Apr	22	23	24	25	26	4	147		4/19-4/22 April Recess
Apr/May	29	30	1	2	3	5	152		
May	6	7	8	9	10	5	157		
May	13	14	15	16	17	5	162		
May	20	21	22	23	24	5	167		
May/Jun	27	28	29	30	31	4	171	1	5/27 Memorial Day Holiday
Jun	3	4	5	6	7	5	176		
Jun	10	11	12	13	14	4	180		6/13 Last Day of School
Jun	17	18	19	20	21	0	180		6/14 Teacher Workday
Jun	24	25	26	27	28	0			

Schools closed on bordered days

180 Student Days

TBD Approved by Governing Board

Tentative agreement between ACT and CUSD 6/8/18

Appendix D

Coronado Unified School District – Evaluation Process

The Evaluation Process consists of four stages: New Certificated, Intermediate Certificated, Experienced Certificated and Improvement Plan. Each of the four stages includes the following: Goals/Objectives development, Informal and Formal Observations, and Conferences with the evaluator to provide feedback and to discuss teaching practice and student achievement. Marzano states, “Goal setting and feedback used in tandem are probably more powerful than either one in isolation.”

The assessment of pupil progress will be thirty Percent (30%) of the evaluation of a certificated employee in factoring the final rating determination. Observed classroom performance, using the current evaluation tool, remains the primary and controlling factor at seventy percent (70%).

The assessment of pupil progress will be measured by a mutually agreed upon, by the evaluatee and evaluator, assessment tool.

Each certificated employee completes goals/objectives by September 30 each year in accordance with his/her stage of the Evaluation Process. The California Standards for the Teaching Profession (CSTP) as listed below will be used to develop goals/objectives.

California Standards for the Teaching Profession (CSTP)

- Standard One: Engaging & Supporting All Students in Learning
- Standard Two: Creating & maintaining Effective Environments for Student Learning
- Standard Three: Understanding and Organizing Subject Matter for Student Learning
- Standard Four: Planning Instruction and Designing Learning Experiences for all Students
- Standard Five: Assessing Students for Learning
- Standard Six: Developing as a Professional Educator

Appendix D

NEW CERTIFICATED EVALUATION

- I. First and Second Year District Certificated Employees
(Experienced Teachers and New Teachers to the District):
 - A. The employee writes six (6) goals using each of the six California Standards for the Teaching Profession. A pre-conference held by the evaluator with the teacher regarding goal setting is recommended by September 20.
 - B. As the certificated employee and the evaluator confer regarding the six (6) goals based on the California Standards for the Teaching Profession, the **Continuum of Teaching Practice** may be used as a formative assessment system and self-reflection tool by the certificated employee.
 - C. The **Continuum of Teaching Practice** contains three essential components: standards, criteria (indicators that determine level of teacher development) and evidence of practice. Standards refer to the California Standards for the Teaching Profession (CSTP) and are in alignment with the PK-12 academic content standards. Criteria refer to indicators of teaching practice (level of teacher development).

Evidence of practice includes multiple sources such as lesson plans, observation data, and student work analyses and is used to make valid self-assessments on the Continuum of Teaching Practice.

(Additional examples for evidence of practice are provided in section VI of ACTION PLAN: **ALTERNATE EVIDENCE OF PROFESSIONAL PRACTICE**)

- D. The **Continuum of Teaching Practice** is to be used as a source for developing goals and not as a check list. All CSTPs will be used as the basis for evaluation discussion between the evaluator and the employee.

Evaluation Process/Criteria:

Three formal observations*, by the evaluating evaluator, must occur at this level (**One observation due by 10/30, second due by 12/10 and the third by 2/15** to

Appendix D

provide continual support through the end of the school year with a follow-up conference within three school days of each observation.

Other criteria may include:

- Informal feedback (i.e. peer interaction, parent feedback)
- Informal observation of a unit member officially representing the school/district,
- Conferences
- Support (grade level colleagues, department chair, buddies)

*meet Ed Code obligations with additional observations as needed

E. **Final Evaluation Form/Conference** completed by **March 1**.

II. INTERMEDIATE CERTIFICATED EVALUATION

(Three to six years of experience in profession):

An experienced certificated staff member who has successfully completed two years of service in Coronado Unified School District and has a minimum of four (4) years of experience in the profession may move directly to the Experienced Certificated Evaluation process with an evaluator's approval.

Feedback is an important part of the professional growth process. For an intermediate employee, observations continue to provide opportunities for authentic feedback which will help deepen the practice. A pre-conference held by the evaluator with the teacher regarding goal setting is recommended by September 20.

- A. The employee develops at least three (3) **Goals/Objectives** using elements from at least two different standards from the CSTPs as mutually agreed to in a collaborative effort by the staff member and evaluator by September 30.
- B. As the certificated employee and the evaluator confer regarding the three (3) goals based on the California Standards for the Teaching Profession, the **Continuum of**

Appendix D

Teaching Practice may be used as a formative assessment system and self-reflection tool by the certificated employee.

- C. The **Continuum of Teaching Practice** contains three essential components: standards, criteria (indicators that determine level of teacher development) and evidence of practice. Standards refer to the California Standards for the Teaching Profession (CSTP) and are in alignment with the PK-12 academic content standards. Criteria refer to indicators of teaching practice (level of teacher development).

Evidence of practice includes multiple sources such as lesson plans, observation data, and student work analyses and is used to make valid self-assessments on the Continuum of Teaching Practice.

(Additional examples for evidence of practice are provided in section VI of ACTION PLAN: **ALTERNATE EVIDENCE OF PROFESSIONAL PRACTICE**)

- D. **Evaluation Process/Criteria**

A minimum of one formal observation is due by **December 1** with a follow-up conference within three school days. If follow up observations are required to address the goals submitted by the employee these will be completed by the employee in collaboration with the evaluator.

Other criteria may include:

- Informal observations (i.e. peer interaction, parent interaction, or any time a staff member officially represents the school/district)
- Peer coaching model may be used along with administrative supervision

- E. An Improvement Plan may be developed based on a “does not meet standard” rating in any one standard or element: goals and objectives will be established to remediate the deficiency.

- F. **Final Evaluation Form/Conference completed by May 1.**

Appendix D

III. EXPERIENCED CERTIFICATED EVALUATION

(Seven or more years of experience in profession with tenure)

Feedback is an important part of the professional growth process. As an employee enters seven or more years of experience, observations continue to provide opportunities for authentic feedback which will help deepen the practice of the experienced employee. It is recommended that a meeting be scheduled, by September 20, between the evaluator and the experienced employee to discuss teaching practices, to interact regarding strategic site and district goals and professional goals of the experienced employee.

- A. The employee develops at least two (2) **Goals/Objectives** using elements from at least two different standards from the CSTPs as mutually agreed to in a collaborative effort by the staff member and evaluator by September 30.
- B. The **Continuum of Teaching Practice** is to be used as a source for developing goals and not as a check list. All CSTPs will be used as the basis for evaluation discussion between the evaluator and the employee.
- C. The **Continuum of Teaching Practice** contains three essential components: standards, criteria (indicators that determine level of teacher development) and evidence of practice. Standards refer to the California Standards for the Teaching Profession (CSTP) and are in alignment with the PK-12 academic content standards. Criteria refer to indicators of teaching practice (level of teacher development). Evidence of practice includes multiple sources such as lesson plans, observation data, and student work analyses and is used to make valid self-assessments on the Continuum of Teaching Practice.

(Additional examples for evidence of practice are provided in VI of ACTION PLAN: **ALTERNATE EVIDENCE OF PROFESSIONAL PRACTICE**)

D. Evaluation Process/Criteria

One formal observation or a series of three (3) informal observations by mutual agreement of the evaluator and employee will be completed every other year by **February 15** with a follow-up conference within three school days. If follow up observations (formal or informal) are required to address the goals submitted by the employee these will be completed by the evaluator in mutual agreement with

Appendix D

the employee. Additional observations, which may be formal, can occur at the discretion of the evaluator.

- E. An Improvement Plan may be developed based on an “unsatisfactory” rating in any one element using Form 2 (Improvement Plan) to establish goals and objectives to remediate the deficiency.
- F. **Final Evaluation Form/Conference completed by May 1.**

IV. CERTIFICATED IMPROVEMENT PLAN

A certificated employee will be placed on an improvement plan, as soon as deemed necessary by the evaluator, based on an “unsatisfactory” rating on one or more California Standards for the Teaching Profession.

- A. The evaluator and employee will establish goals, objectives, and an Action Plan toward developing the appropriate skills necessary to remediate the deficiency. The Procedures for Improvement may include staff development options, list of resources, the opportunity to take advantage of Peer Assistance Review (PAR) Consulting Teacher or Program Consultant programs, if funded and operative, or any other appropriate assistance available to the District.

V. PAR PROGRAM

If no improvement is noted at the final evaluation conference and the employee receives an unsatisfactory rating in one or more of the California Standards for the Teaching Profession as indicated in the evaluator’s comment section, the employee will be required to participate in the PAR Program, if funded and operative, as a Referred Participating Teacher during the next school year. This will be in addition to the regularly scheduled evaluation process.

- A. The employee may continue as a Referred Participating Teacher for another year if the employee is showing documented improvement. If improvement is not documented, action may be taken to dismiss the employee as provided in the Education Code.

Appendix D

B. With input from the employee, the evaluator will write goal statement(s) that specifically detail(s) the California Standards for the Teaching Profession in need of improvement. These statements will become the objectives of PAR. The Continuum of Teaching Practice will be utilized. Goal statements will be completed by September 30.

1. Statement by employee and site evaluator of procedures for improvement (in-service workshops, training, college courses, detailed lesson plans, peer support, etc.) will be included in the evaluation.

2. An Action Plan for Improvement detailing the responsibilities of the district, site evaluator and employee will be included in the Procedures and Resources for Improvement section (including participation with PAR's Consulting Teacher or Program Consultant).

3. Three formal observations* must occur at this level (One observation due by 10/15, second due by 11/15 and the third due by 2/1) to provide continual support through the end of the school year with a follow-up conference within three school days of each observation.

C. Final Evaluation Form/Conference must be completed by March 1. At a conference with the certificated employee and the employee's evaluator, determination will be made to do one of the following: end participation in the PAR program; continue participation in the PAR program; or begin dismissal process.

D. SIGNIFICANT TRANSITION IN ASSIGNMENT – SUPPORT PLAN

A support plan may also be initiated to list goals and objectives by the employee and/or site evaluator to aid in strengthening instructional competence in a new and/or different assignment or for professional growth by an experienced teacher.

E. ACTION PLAN - EVIDENCE OF PROFESSIONAL PRACTICE

Since some goals are not directly observable the list below are some recommendations an employee may use to provide evidence regarding progress in completing a goal. Goals may be written to improve student learning and/or

Appendix D

instructional leadership using alternative evidence or evidence in addition to a documented observation of professional practice for experienced teachers as well as for other teachers (with evaluator approval) as listed below:

- Optional formal observations*
- Informal observations/evaluation/conference
- Portfolio
- Continuing education plan
- Peer collaboration (peer coaching)
- Classroom action project
- Self-reflective journal
- Video lessons with peer reviewer
- Curriculum development
- Presentations/sharing to other staff
- Teacher choice or evaluator recommendation
- Other

LIST OF SUPPORT RESOURCES

Peer mentor, mentors and programs offered through SDCOE, release time to observe peer educators, etc.

CSTP 2009

Continuum of Teaching Practice

*In accordance with Association of Coronado Teachers Agreement

Appendix D

DEFINITIONS

Formal Observation: Scheduled observation with the certificated employee in which the evaluator visits the classroom to document teaching practice, student engagement and the classroom environment. A Formal Observation is followed by a conference, within three days, with the certificated employee.

Informal Observation: This observation may be a walk-through of the classroom, an impromptu visit without previous scheduling.

Series of Observations: Scheduled and unscheduled opportunities to observe numerous times throughout the school year using shorter increments of time.



Quality Education for Life

201 Sixth Street, Coronado, CA 92118
619.522.8900 www.coronadousd.net

<p>SEVEN YEARS OR MORE EXPERIENCE IN THE PROFESSION WITH TENURE</p>	<p>EXPERIENCED CERTIFICATED EVALUATION 2 Goals (Form 1 due September 30) 1 Formal observation or a series (3 or more) informal observations* (Form 2 every other year due February 15) Final Evaluation (Form 1 due May 1)</p>	<p>CERTIFICATED IMPROVEMENT PLAN AND PEER ASSISTANCE AND REVIEW EVALUATION PROGRAM 1 or more Goals (Form 3 due September 30) 3 Formal observations (Form 2 due 10/15, 11/15 and 2/1) Final Evaluation (Form 3 due March 1)</p>
<p>THREE TO SIX YEARS OF EXPERIENCE IN THE PROFESSION WITH TENURE (An experienced certificated staff member who has successfully completed two years of service in CUSD and has a minimum of four (4) years of experience in the profession may move directly to the Experienced Certificated Evaluation process with an evaluator's approval.)</p>	<p>INTERMEDIATE CERTIFICATED EVALUATION 3 Goals (Form 1 due September 30) 1 Formal observation (Form 2 yearly – due December 1) Final Evaluation (Form 1 due May 1)</p>	
<p>FIRST AND SECOND YEAR CERTIFICATED EMPLOYEES (New to the district)</p>	<p>NEW CERTIFICATED STAFF ASSISTANCE AND EVALUATION PROGRAM 6 Goals (Form 1 due September 30) 3 Formal observations (Form 2 due 10/30, 12/10 and 2/15) Final Evaluation (Form 1 due March 1)</p>	

*Series of Observations- Scheduled and unscheduled opportunities to observe numerous times throughout the school year using shorter increments of time.

FORM 1 - EVALUATION GOALS & FINAL REFLECTION

NAME	TEACHER STATUS
COURSE/SUBJECT/GRADE LEVEL	(mark as many as apply)
SCHOOL/DEPARTMENT	<input type="checkbox"/> Temporary <input type="checkbox"/> Improvement Plan
SCHOOL YEAR	<input type="checkbox"/> Probationary (Year 1) <input type="checkbox"/> PAR Year 1
	<input type="checkbox"/> Probationary (Year 2) <input type="checkbox"/> PAR Year 2
	<input type="checkbox"/> Intermediate (3-6 years)
	<input type="checkbox"/> Experienced (7+ years)
	<input type="checkbox"/> Transition in Assignment

- **New Certificated** (one to two years in the district) develop six (6) goals aligned to each CSTP - Due September 30
- **Intermediate Certificated** (three to six years of experience in the profession with tenure) develop at least three (3) goals aligned to the CSTPs – Due September 30
- **Experienced Certificated** (seven or more years of experience in profession with tenure) develop at least two (2) goals aligned to the CSTPs –Due September 30
- **Transition in Assignment** (changing grade levels, subject area or sites) instructional competence in a new or different teaching assignment - Due September 30

List **SMART Goal(s)** (Specific, Measurable, Attainable, Relevant and Time-Bound)

Demonstrate Measurable Student Progress in a Critical Skill/Promote student learning (CSTP 5)

- TK-5 teachers develop one **outcome based** SMART goal in either Math or English Language Arts (ELA). An additional goal may be written in another content area.
- Teachers, grades 6-12 develop one **outcome based** SMART Goal focused on student achievement in a subject matter area

Sample - Based on (MAP and Compass Learning) data analysis with a focus on the (weakest strand in Mathematics), I will provide a (specific instructional strategy) for (100 %) of my students to increase (math) scores in the (weakest strand) by (5%).

CSTP 5 SMART Goal:

FORM 1 - EVALUATION GOALS & FINAL REFLECTION

List additional goals aligned to the CSTPs 1, 2, 3, 4, and 6.

Action Plan: What steps will you take to reach each goal?

Evaluation Criteria (How will the goals be evaluated?)

Questions to ask to develop evaluation criteria: How will I monitor student achievement? What will I use to measure the impact of my teaching on students? What data will I show the evaluator?

FORM 1 - EVALUATION GOALS & FINAL REFLECTION

If an experienced teacher's last name starts with A-M, the evaluation process will be completed during school years beginning with an even number (i.e. 2016-17). If the last name starts with N-Z the evaluation process will be completed during school years beginning with an odd number (i.e. 2017-18).

The experienced teacher evaluatee and evaluator mutually agree on the following observation cycle.

- Series of Three (3) Informal Observations

- One Formal Observation

New Certificated - 1ST OBSERVATION due 10/30, 2ND OBSERVATION due 12/10, 3RD OBSERVATION 2/15, SUMMATIVE EVALUATION due March 1

Intermediate Certificated – ONE OBSERVATION due 12/1, SUMMATIVE EVALUATION due May 1

Experienced Certificated – ONE OBSERVATION OR A SERIES OF INFORMAL OBSERVATIONS due 2/15, SUMMATIVE EVALUATION due May 1.

Evaluator's Signature _____ Date _____

Evaluatee's Signature _____ Date _____

FORM 1 - EVALUATION GOALS & FINAL REFLECTION

END OF YEAR PREPARATION FOR FINAL GOALS MEETING

CSTP 5 Goal - Student Achievement (30%): Summarize the extent and degree to which you accomplished your SMART goal, and explain the outcomes. Specify how your teaching strategies impacted student achievement. **Provide supporting documentation.**

CSTP 1,2,3,4, and 6 Goals (70%): Summarize the extent and degree to which you accomplished your goal(s), and explain the outcomes. Specify how your professional practice improved.

EMPLOYEE'S PLANS FOR SUBSEQUENT GROWTH

Share future goals, professional development, etc.

OVERALL REFLECTION

Reflect upon and state the extent and degree that this evaluation process enhanced your professional growth.

FORM 1 - EVALUATION GOALS & FINAL REFLECTION

EVALUATOR'S SUMMARY EVALUATION

CSTP 5 Goal: Student Achievement (30%) _____ Satisfactory _____ Unsatisfactory

Cite evidence and accomplishments provided by employee and/or observed by the evaluator. Did students make measureable progress in a critical skill?

Goal based on CSTPs 1,2,3,4, and 6 (70%) _____ Satisfactory _____ Unsatisfactory

Cite evidence and accomplishments provided by employee and/or observed by the evaluator.

EVALUATOR'S OVERALL COMMENTS RELATING TO GOALS/PERFORMANCE

____ The summative findings of this evaluation indicate an overall rating of satisfactory performance.

____ The summative findings of this evaluation indicate an overall rating of unsatisfactory performance. FORM 3: PLAN FOR IMPROVEMENT AS RELATED TO UNSATISFACTORY PERFORMANCE MUST BE ATTACHED TO THIS FORM.

A copy of this document will be placed in the employee's personnel file. The employee shall have a right to respond in writing to this evaluation. This response shall be attached to the evaluation prior to it being placed in the employee's personnel file if received within ten (10) duty days after the receipt of the evaluation. If response is received more than ten (10) duty days after receipt of the evaluation, it will be added to the personnel file when received by the District.

Evaluator's Signature _____ Date _____ Evaluatee's Signature _____ Date _____

FORM 2 - FORMATIVE (CSTP) BASED OBSERVATIONS FOR CERTIFICATED EMPLOYEES

NAME	SUBJECTS and/or GRADE LEVELS	SCHOOL and/or DEPARTMENT	SCHOOL YEAR
------	------------------------------	--------------------------	-------------

All formal and informal observations will be documented on this summative form. The Summative Observation Form provides a continuous summary of observations extending throughout an entire school year.

<p>OBSERVATIONS AND COMMUNICATION/FEEDBACK</p> <p>Date of Observation _____ Type of Communication (conference, e-mail, etc.) _____ Date _____</p> <p>Date of Observation _____ Type of Communication (conference, e-mail, etc.) _____ Date _____</p> <p>Date of Observation _____ Type of Communication (conference, e-mail, etc.) _____ Date _____</p> <p>Date of Final Evaluation/Conference _____</p>	<p style="text-align: center;">STATUS OF TEACHER</p> <p><input type="checkbox"/> TEMPORARY</p> <p><input type="checkbox"/> PROBATIONARY 1</p> <p><input type="checkbox"/> PROBATIONARY 2</p> <p><input type="checkbox"/> INTERMEDIATE (3-6 years)</p> <p><input type="checkbox"/> EXPERIENCED (7+ years)</p> <p><input type="checkbox"/> TRANSITION IN ASSIGNMENT</p> <p><input type="checkbox"/> IMPROVEMENT PLAN</p> <p><input type="checkbox"/> PAR YEAR 1</p> <p><input type="checkbox"/> PAR YEAR 2</p>	<p style="text-align: center;">CONTINUUM OF TEACHING PRACTICE RATINGS</p> <ul style="list-style-type: none"> • Emerging • Exploring • Applying • Integrating • Innovating • Not Observed <hr/> <ul style="list-style-type: none"> • Unsatisfactory <p>Unsatisfactory requires an Improvement Plan – Form 3 Ed Code 44664</p>
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INSTRUCTIONS: Using observation data, document the Continuum of Teaching Practice (CTP) rating which best describes the performance of the employee for each standard of the California Standards for the Teaching Profession (CSTP). If the standard is marked unsatisfactory, documented evidence and comments must be included.

FORM 2 - FORMATIVE (CSTP) BASED OBSERVATIONS FOR CERTIFICATED EMPLOYEES

Standard One: Engaging and Supporting All Students in Learning	CTP Rating	Evidence Dates and Description
CSTP Elements for Standard One		
1.1 Using knowledge of students to engage them in learning		
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests		
1.3 Connecting subject matter to meaningful, real-life contexts		
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs		
1.5 Promoting critical thinking through inquiry, problem solving, and reflection		
1.6 Monitoring student learning and adjusting instruction while teaching		

Standard Two: Creating and Maintaining Effective Environments For Student Learning	CTP Rating	Evidence Date and Description
CSTP Elements for Standard Two		
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully		
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students		
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe		
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students		
2.5 Developing, communication, and maintaining high standards for individual and group behavior		
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn		
2.7 Using instructional time to optimize learning		

FORM 2 - FORMATIVE (CSTP) BASED OBSERVATIONS FOR CERTIFICATED EMPLOYEES

Standard Three: Understanding and organizing Subject matter For Student Learning	CTP Rating	Evidence Date and Description
CSTP's for Standard Three		
3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks		
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter		
3.3 Organizing curriculum to facilitate student understanding of the subject matter		
3.4 Utilizing instructional strategies that are appropriate to the subject matter		
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students		
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content		

Standard Four: Planning Instruction and Designing Learning Experiences For All Students	CTP Rating	Evidence Date and Description
CSTP's for Standard Four		
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction		
4.2 Establishing and articulating goals for student learning		
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning		
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students		
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students		

FORM 2 - FORMATIVE (CSTP) BASED OBSERVATIONS FOR CERTIFICATED EMPLOYEES

Standard Five: Assessing Students For Learning	CTP Rating	Evidence Date and Description
CSTP's for Standard Five		
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments		
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction		
5.3 Reviewing data, both individually and with colleagues, to monitor student learning		
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction		
5.5 Involving all student in self-assessment, goal setting, and monitoring progress		
5.6 Using available technologies to assist in assessment, analysis and communication of student learning		
5.7 Using assessment information to share timely and comprehensible feedback with students and their families		

Standard Six: Developing as a Professional Educator	CTP Rating	Evidence Date and Description
CSTP's for Standard Six		
6.1 Reflecting on teaching practice in support of student learning		
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development		
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning		
6.4 Working with families to support student learning		
6.5 Engaging local communities in support of the instructional program		
6.6 Managing professional responsibilities to maintain motivation and commitment to all students		
6.7 Demonstrating professional responsibility, integrity, and ethical conduct		

FORM 2 - FORMATIVE (CSTP) BASED OBSERVATIONS FOR CERTIFICATED EMPLOYEES

A copy of this document will be placed in the employee's personnel file. The employee shall have a right to respond in writing to this evaluation. This response shall be attached to the evaluation prior to it being placed in the employee's personnel file if received within ten (10) duty days after the receipt of the evaluation. If response is received more than ten (10) duty days after receipt of the evaluation, it will be added to the personnel file when received by the District.

Evaluator's Signature _____

Date _____

Evaluatee's Signature _____

Date _____

FORM 3 –IMPROVEMENT PLAN/PAR

NAME	TEACHER STATUS
COURSE/SUBJECT/GRADE LEVEL	<input type="checkbox"/> Intermediate
SCHOOL/DEPARTMENT	<input type="checkbox"/> Experienced
SCHOOL YEAR	<input type="checkbox"/> Improvement Plan
	<input type="checkbox"/> PAR Year One
	<input type="checkbox"/> PAR Year Two

Note: This form is in addition to the completion of Form 1.

Evaluator: List the California Standards for the Teaching Profession (CSTP) identified as areas in need of improvement.

CSTPs in need of improvement, including CSTP 5, if needed.

Teacher and Evaluator collaborate on: Goals/Objectives; Action Plan; Procedures and Resources for Improvement; and Evaluation Criteria

Goals/Objectives (should promote student learning and/or instructional leadership) Exemplars available from evaluator.

Action Plan (Meetings with administration, peer observation, support providers, videos...) Exemplars available from evaluator.

FORM 3 –IMPROVEMENT PLAN/PAR

Procedures and Resources for Improvement (courses, PAR, visitations, detailed lesson plans, etc.) Exemplars available from evaluator.

--

Evaluation Criteria (SMART Goals – How will the goals be evaluated?) Exemplars available from evaluator.

--

List Dates for Formal Observations and Post-Conferences (1ST OBSERVATION DUE 10/15, 2ND OBSERVATION DUE 11/15, 3RD OBSERVATION DUE 2/1). Follow up conferences scheduled within three school days of each observation.

OBSERVATION DATES	CONFERENCE DATES
1.	1.
2.	2.
3.	3.

Final Evaluation Form must be completed by March 1.

FORM 3 –IMPROVEMENT PLAN/PAR

END OF YEAR PREPARATION FOR FINAL GOALS MEETING

Summarize the extent and degree to which you accomplished your goal(s), and explain the outcomes. **Provide supporting documentation.**

EMPLOYEE’S PLANS FOR SUBSEQUENT GROWTH

Share future goals, professional development, etc.

OVERALL REFLECTION

Reflect upon and state the extent and degree that this evaluation process enhanced your professional growth.

FORM 3 –IMPROVEMENT PLAN/PAR

EVALUATOR'S SUMMARY EVALUATION

Goal(s): _____ Satisfactory _____ Unsatisfactory

Cite evidence and accomplishments provided by employee and/or observed by the evaluator.

EVALUATOR'S OVERALL COMMENTS RELATING TO GOALS/PERFORMANCE

___The summative findings of this evaluation indicate an overall rating of satisfactory performance.

___The summative findings of this evaluation indicate an overall rating of unsatisfactory performance.

A copy of this document will be placed in the employee's personnel file. The employee shall have a right to respond in writing to this evaluation. This response shall be attached to the evaluation prior to it being placed in the employee's personnel file if received within ten (10) duty days after the receipt of the evaluation. If response is received more than ten (10) duty days after receipt of the evaluation, it will be added to the personnel file when received by the District.

Evaluator's Signature _____ Date _____ Evaluatee's Signature _____ Date _____

Coronado Unified School District

Certificated Employee

SICK LEAVE BANK DONATION REQUEST FORM

SCHOOL YEAR _____

Name of Employee Donating Sick Leave _____

Employee ID# _____

Employee work site _____

Number of Days Donated for current school year _____ *

*Unit Members must contribute a minimum of one (1) day per year to maintain eligibility to withdraw from the Sick Leave Bank.

I understand that sick leave days being donated are irrevocably given to the Sick Leave Bank, and cannot be rescinded for any reason whatsoever. A donation to Sick Leave Bank shall be a general donation, and shall not be donated to a specific employee for his/her use.

- This form is due to your site rep no later than the third Friday in September. S/he will collate and submit to Human Resources no later than October 1st.

For more information please refer to:

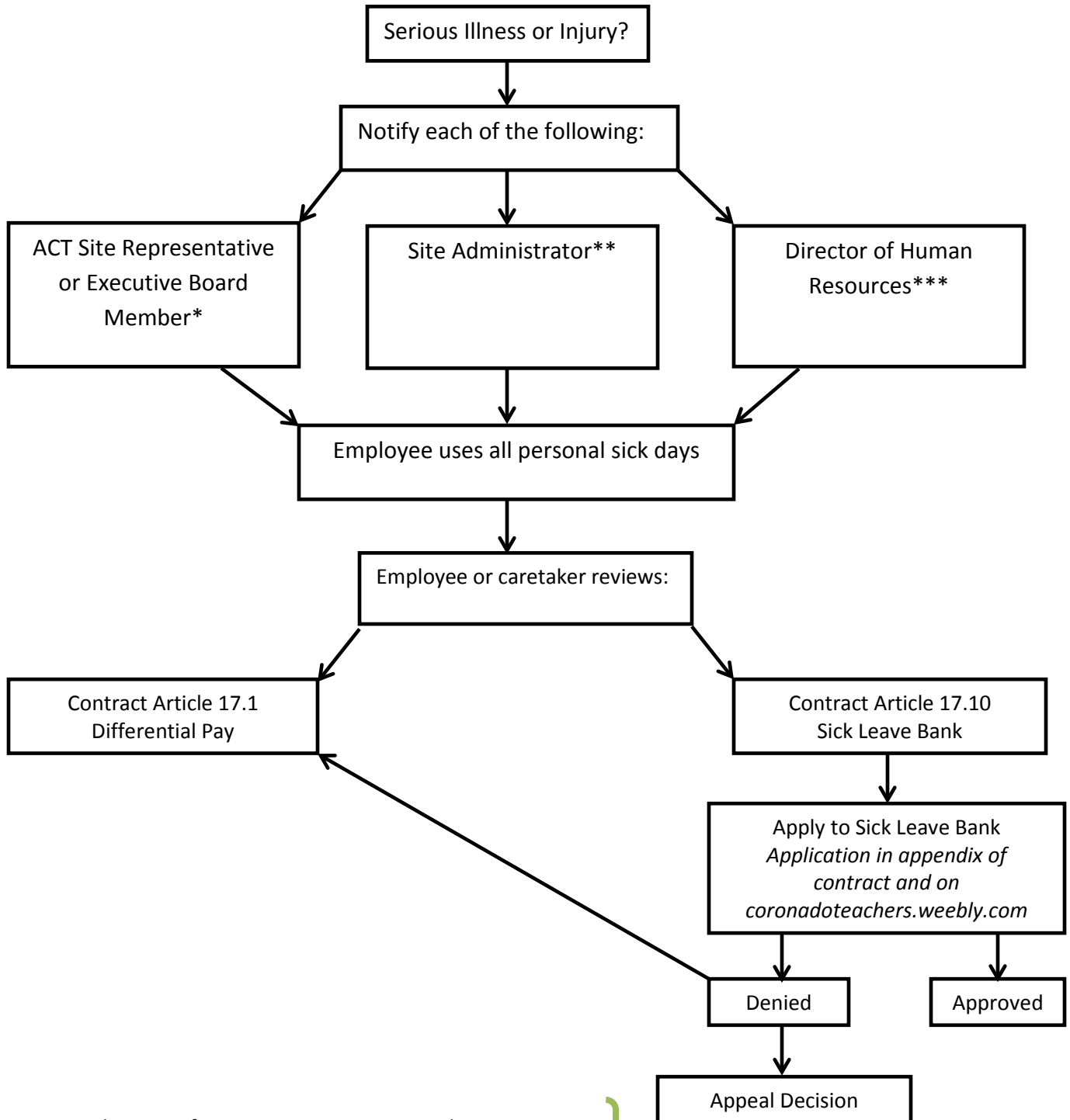
Article XVII Section 17.10.1-11 Catastrophic Illness or Event Sick Leave Bank

Signature of Unit Member Making Donation _____

Date _____

Appendix G

Catastrophic Illness or Event Notification Process Article 17.10



*visit www.nadoact.org for ACT site representative directory
** CHS 522-8907, CMS 522-8921, Village 522-8915, Strand 522-8934
*** Director of Human Resources 522-8900 ext. 1013

APPENDIX H
COMPARISON DISTRICTS

Borrego Springs Unified

Carlsbad Unified

Mt. Empire Unified

Oceanside Unified

Poway Unified

Ramona Unified

San Diego Unified

San Marcos Unified

Valley Center/ Pauma Unified

Vista Unified

APPENDIX I
HISTORICAL SECTION

The following historical section is included to provide information to retirees whose health and welfare benefits were negotiated under previous agreements and to maintain an area in the Agreement for background information pertinent to the present Agreement. A copy of this document is available through any ACT officer, Negotiation team member and any building representative.

High School Athletic Director 1996

The Athletic Director will receive six (6.0) units of compensation.

Budget Review Committee 1995

BRC Membership

Membership on the BRC shall be:

Superintendent

Fiscal Services Coordinator

Two Classified staff representatives

Two Community Members

Two Administrators

Teachers: four elected by each site faculty as follows:

High School: 1	Term: 2 years-1 year in 1995/96)
Middle School: 1	Term: 2 years
Village School: 1	Term: 2 years-1 year in 1995/96)
Strand School: 1	Term: 2 years

BRC Function

1. The BRC shall make recommendations to the Superintendent and the Board on major budgetary considerations.
2. Each member assumes the responsibility of developing a working knowledge of sound budgetary unit member's regular salary for the leave year and the salary actually paid a beginning teacher on the salary schedule.)

In order to obtain maximum salary for a teacher on leave, the salary of a unit member taking contributory leave shall be the difference between his/her salary and the minimum salary paid to a beginning teacher in accordance with the adopted salary schedule. The District shall designate a newly hired teacher to replace a teacher on leave without regard to the specific teaching assignment made for the newly hired teacher.

Length of Leave

The length of the contributory leave shall be no more than one year, nor less than one quarter.

Partial Leave Option

With the approval of the Board, a participating employee may elect to take less than full-time leave during the leave period. Where partial leave is approved, the salary for the leave period shall be the same proportion of the full differential salary as the daily leave time is to full leave time, plus employee contributions and interest, if any.

Non-Contributory Option

With the approval of the Board of Education, an employee having fifteen years of experience with the District may elect to take a non-contributory leave at a salary that is the difference between the salary for the leave year and the starting salary of the replacement employee. Such option, which allows veteran employees to take leave without the five year contributory period, shall be discontinued July 1, 1990, unless extended by the Board.

Limitation of Participation

The Board of Education shall retain the authority to determine the number and qualifications of employees on leave under this article in any year in order to assure that appropriately qualified employees are available for the District programs.

Withdrawal of Contributory

At any point, an employee may choose to withdraw all or part of the accumulated contributory amount including interest and shall have the option of repaying all or any portion of the amount withdrawn.

Investment of Contributions

An Investment Committee, composed of participants in the Contributory Leave Program, shall be established to make recommendations concerning fund investments. No investments shall be made or changed without majority vote of all participants in the Contributory Leave Program. Available tax shelters shall be utilized as appropriate during the term of the contributory period.

Deposit of Funds

All funds from the Contributory Leave Program shall be deposited in a special account in the County treasury, unless otherwise designated for investment.

Declaration of Intent

An employee who wishes to participate in the contributory Leave Plan must notify the Board of Education of intent to participate not less than two years and not more than five years before the employee qualifies for leave under the provisions of the program. The Board may waive the two year notification requirement.

Commitment of Employee on Leave

The employee on leave shall notify the District by February 15 prior to the scheduled return date of intent to return to regular service, to request leave without pay, or to resign or retire.

Health and Welfare Benefits

The employee on leave may participate in the District's program of health and welfare benefits by paying the cost of such benefits. The replacement employee shall be accorded benefits in accordance with appropriate employee organization agreements.

Replacement Trainee Requirements

In order to participate under this program as a replacement trainee for an employee on leave, the trainee is required to serve as an unpaid trainee for not less than 190 hours during a period of one semester. The replacement trainee shall be evaluated by the employee to be replaced and by the supervisor of the employee to be replaced not later than halfway through the training period.

The evaluators shall meet with the replacement trainee to review the performance of the trainee. At this point, the trainee shall be advised if performance to date is satisfactory, is unsatisfactory or if there is a need to improve. If the performance is satisfactory, the period of training will continue. If there is need for improvement, the trainee will be permitted to continue training and be evaluated again halfway through the remaining training period to determine if sufficient improvement has occurred. At the close of the training period, the trainee shall be notified of approval or non-approval to serve as the replacement for the employee on leave under this program. At any point where the performance of the trainee is determined to be unsatisfactory, the training period shall be ended and the trainee shall be dropped from consideration as a replacement for the employee on leave.

Legality

Should any section of this Policy be declared illegal by a court of competent jurisdiction, said section shall be automatically deleted from this Policy to the extent that it violates the law. The remaining sections shall remain in full force and effect while this Policy is in effect if not affected by the deleted section.

Sunset

The Contributory Leave Plan will remain in effect until terminated by the Board of Education. In the event of termination by the Board, employees who have declared their intent to participate 90 days prior to the Board's decision to terminate, shall be permitted to participate in accordance with the foregoing conditions.

Implementation

The Superintendent shall establish procedures for implementation of this Policy for the approval of the Board. Such procedures will be reviewed annually by the Board.

Director of Library Services 1996

The Director of Library Services will be responsible for coordinating the library throughout the District. The Director of Library Services will receive two (2.0) units of compensation.

Doctoral Increment

Certificated personnel holding an earned PhD or EdD degree from an accredited institution will automatically qualify for Range VI and will receive an additional \$500 in addition to the step for which they are qualified.

Early Retirement

Retirement Incentive 1984

A joint Association/District Committee shall meet to recommend health and welfare benefits for unit members eligible for early retirement incentives.

Unit members retiring at the close of the 1983-84 year and who are eligible under Articles 7.51, 7.53, and 7.55 of the 1981-83 contract shall be entitled to benefits described in Article 7.51 unless they choose to accept substitute benefits offered by the District.

The benefits provided under this Section shall apply to eligible retirees who have an effective date of retirement subsequent to July 1, 1984 but not later than August 15, 1988.

Benefits for eligible unit members who retire after June 1, 1984, and before August 15, 1987, shall be in accordance with the attached "Teacher Retirement Benefit Plan."

It is the intent of the Board of Education to provide certain benefits to long-term certificated employees who desire to retire before reaching the mandatory retirement age.

Employees who meet eligibility requirements listed below and who retire after June 1, 1984, and before August 15, 1987, shall, upon request, be provided the benefits listed below:

Eligible employees shall be provided only those medical benefits which are provided under the District's Health Maintenance Organization plan in place at the time of retirement. Such benefits shall continue for the lifetime of the retired employee.

Eligible retired employees may, at the expense of the eligible retired employee, purchase dependent coverage in accordance with the participation rules in force under the District's HMO plan in force at the time of retirement.

Eligible retirees may participate in other District benefit plans, such as dental and vision services, at the expense to the employee and at rates determined by the benefit provider (carrier).

Health and Welfare Benefits Approved 4/87 for 1986-87 School Year

Benefits for eligible unit members who retire after June 1, 1984, and before August 15, 1987, shall be in accordance with the attached "Teacher Retirement Benefit Plan."

The benefits provided under this section shall apply to eligible retirees who have an effective date of retirement subsequent to July 1, 1984, but not later than August 15, 1988.

It is the intent of the Board of Education to provide certain benefits to long-term certificated employees who desire to retire before reaching the mandatory retirement age.

Employees who meet the eligibility requirements listed below and who retire after June 1, 1984, and before August 15, 1987, shall upon request, be provided the benefits listed below:

For the purposes of this policy, "retirement" means to discontinue permanently regular service as a certificated employee in any public school district in the State of California. It is not the intention of the Board to provide benefits listed hereunder to certificated employees who resign, who are granted long-term leave, or who are dismissed from the District.

Eligibility:

Minimum age at retirement: 55 years

Required length of service as a certificated employee in the Coronado Unified School District: 15 years, the last eight of which shall have been served consecutively.

Benefits:

Eligible employees shall be provided only those medical benefits which are provided under the District's Health Maintenance Organization plan in place at the time of retirement. Such benefits shall continue for the lifetime of the retired employee. Eligible retired employees may, at the expense of the eligible retired employee, purchase dependent coverage in accordance with the participation rules in force under the District's HMO plan in force at the time of retirement.

Eligible retirees may participate in other District benefit plans, such as dental and vision services, at the expense of the employee and at rates determined by the benefit provider (carrier).

Retirement Incentive 1993

The District agrees to pay \$18,000 to be utilized to fund any legally permissible use and to be paid in any legally permissible manner.

For the 1991-92 year, ending June 30, 1992, unit members who retire from service in a certificated position will be accorded benefits in the total amount of \$20,000. The benefit amount may be used for such benefits as are legal to confer or purchase, including salary on an agreed-upon salary schedule, medical benefits, life insurance, annuities or other mutually agreed upon benefits.

The benefits provided under this Section shall apply to eligible retirees who have an effective date of retirement subsequent to July 1, 1992.

For the purposes of this policy, "retirement" means to discontinue permanently regular service as a certificated employee in any public school district in the state of California. It is not the intention of the Board to provide benefits listed hereunder to certificated employees who resign, who are granted a long-term leave, or who are dismissed from the district.

Eligibility

Minimum age at retirement: 55 years

Required length of service as a certificated employee in the Coronado Unified School District: 15 years, the last eight of which shall have been served consecutively

Percent Increase

1% 1991-92 retroactive to July 1, 1991.

1% 1992-93 commencing with the first pay period in August.

Contingency Provision 1993

The District will confer with the Association to review unexpected revenue and unexpected expenditures to determine if unexpected moneys should be spent for salary increases, instructional programs or reduction in budget deficit.

Directive Assignments 1993

The Directive Assignment Schedule is part of the regular salary schedule and will be adjusted when the regular salary schedule is changed.

Retirement Incentive 1994/95

Benefit

An employee accepted into the Supplemental Early Retirement Plan (SERP) shall, in addition to all STRS and PERS retirement benefits, receive a monthly income based on a District's Defined Contribution Plan:

STRS-Eligible with 15-19 years of Service	\$30,000
STRS-Eligible with 20-24 Years of Service	\$35,000
STRS-Eligible with 25 Years of Service Plus	\$40,000

Benefit alternatives are as follows:

- (1) Monthly income in the life or ten years, whichever is longer.
- (2) Monthly income Joint & 50% Survivor
- (3) Monthly income for seven years only
- (4) Monthly income for eight years only
- (5) Monthly income for nine years only
- (6) Monthly income for ten years only

If the employee dies prior to receiving the total number of guaranteed payments, the balance is paid to a beneficiary in monthly installments.

Medical benefits:

Employees who retire under this provision will be provided medical insurance benefits for the employee only up to the cap for active district employees.

Administration

The Board of Education hereby appoints Keenan & Associates as the Contract Administrator.

The Board of Education hereby authorizes the Superintendent to execute the necessary documents to implement the program.

The Board of Education hereby authorizes the Contract Administrator to coordinate all aspects of the program including the authorization to request insurance company to pay benefits.

The Contract Administrator hereby agrees to provide to the Board of Education ongoing consultation and service as needed.

Effective Dates

The Supplemental Early retirement Plan (SERP) described herein shall only be available to a qualifies employee who submits a letter of retirement to the District not later than June 2, 1995, with an effective date no later than June 30, 1995, and executes an individual Supplemental Early Retirement Plan (SERP) Agreement with the District prior to June 2, 1995.

The Supplemental Early Retirement Plan (SERP) benefit shall commence on August 1, 1995.

Retirement Incentive .1998

The Coronado Unified School District will provide a Supplemental Early Retirement Plan (SERP) in accordance with Board Resolution 97-98-23 adopted by the Coronado Unified School District Board of Education on March 4, 1998.

Evaluations: General Statements

Each certificated employee should have a copy of this Procedures Guide.

The Stull Act requires a written evaluation of certificated personnel at least every two years.

Effective staff evaluation benefits both students and teachers through improved teaching.

This Evaluation Procedure endeavors to: 1) provide the most effective assistance possible to improve teaching, 2) recognize the high quality of teaching that is synonymous with education in the Coronado Unified School District. Specific observations as outlined in Plans A and B in TIP do not preclude informal visitations or observations by an administrator.

Basic Evaluation Plans

All certificated personnel must receive a written evaluation every two years. Three types of evaluation, Evaluation A, Evaluation B, or goals and objectives conferences (Evaluation C) will be carried out under the direction of the site administrator. Certificated personnel will be periodically rotated through these three evaluation plans. If specific weaknesses have been identified by the site administrator and the teacher, then through the use of an agreed-upon Teaching Improvement Plan, hereafter referred to as TIP, these weaknesses will be remediated. The evaluation plans are detailed below:

Evaluation Plan A

Evaluation Plan A may result in a written evaluation of the teacher. The site administrator has the option of not evaluating a tenured teacher during Evaluation A provided that the teacher has had a written evaluation the preceding year. The information section of page one and all of page six of the evaluation form should be filled out for all certificated personnel each year. No teacher may remain under Evaluation A for more than three consecutive years. During the course of the "A" or "B" evaluation process, an administrator or teacher may initiate a TIP. A rating of unsatisfactory requires a TIP.

If Evaluation A is to be written, it shall consist of not more than four contacts that include:

1. Goals and Objectives Conference (page 1) by October 31.
2. Classroom Observation (page 2) by February 15.
3. A follow-up conference within three working days.
4. Final conference between teacher and administrator (year-end teacher evaluation recommendations) by March 1.

Possible results of Evaluation A:

1. Remain in Evaluation A with or without TIP.
2. Move to Evaluation B with or without TIP.
3. Move to Evaluation C, Goals and Objectives (see page 6).

Evaluation Plan B

Upon the request of a site administrator or teacher, Evaluation B may be conducted by a mutually agreed-upon committee of teachers and administrators. It is anticipated that most teachers will receive a majority of ratings of satisfactory or better. If a teacher receives a rating of needs improvement in any component a TIP may be required in that component. A rating of unsatisfactory in any component requires a TIP in that component. Evaluation Plan B will result in a detailed written report. It shall consist of not more than eight contacts that include:

1. Goals and Objectives Conference (page 1) by October 31.
2. First classroom observation (page 2) by December 1.
3. A follow-up conference within three working days.
4. Second classroom observation (page 2) by February 1.
5. A follow-up conference within three working days.
6. Optional classroom observation.
7. Optional conference within three working days.
8. Final conference between teacher and administrator (year-end teacher evaluation recommendations) by March 1.

Possible Results of Evaluation B:

1. Move to Evaluation Plan A the following year.
2. Remain in Evaluation Plan B during the following year, and for no more than three consecutive years.
3. Place on TIP.
4. Move to Evaluation Plan C, Goals and Objectives (see page 6).

Teacher Evaluation Form Including Evaluative Criteria and Performance Functions

Explanation of Component Rating System

A Teacher will be evaluated as one whose performance is
outstanding in most aspects of a particular component of the evaluation.
good in most aspects of a particular component of the evaluation.
satisfactory in most aspects of a particular component of the evaluation.
in need of specific improvement in some aspects of the evaluation.
unsatisfactory in most aspects of a particular component of the evaluation and is in need of much improvement.

If any component of the evaluation cannot be evaluated due to the nature of the assignment or other good cause, the words “NOT ASSESSED” will be entered for that component and a brief explanation given. Such an indication is not a reflection, positive or negative, on the teacher or the evaluator.

All ratings require written supporting comments which can be substantiated.

Performance Functions

Evaluations will specifically assess the extent to which the following are accomplished:

1. Subject Matter Competency/Professional Improvement

A. Subject Matter Competency

Competent in subject matter areas.

Rating: outstanding good satisfactory needs improvement

Evaluator's Comments:

B. Professional Improvement

Keeps abreast of changes in the field through training, professional readings, or other professional improvement activities.

Rating: outstanding good satisfactory needs improvement unsatisfactory

Evaluator's Comments:

2. Teaching Techniques

Employs a variety of available instructional materials and equipment which result in effective communication of subject matter to the students. Calls for student involvement from time to time in self-directive activities where applicable.

Rating: outstanding good satisfactory needs improvement unsatisfactory

Evaluator's Comments:

3. Teacher-Student Relationship

Is fair and courteous in relationships with students. Recognizes and stimulates student efforts. Works to remedy known weaknesses and to enhance capabilities.

Rating: outstanding good satisfactory needs improvement unsatisfactory

Evaluator's Comments:

4. Communication and Staff Relationships

A. *Communicates positively and effectively with students and parents and when requested, communicates appropriately with the community.*

Rating: satisfactory needs improvement unsatisfactory

Evaluator's Comments:

B. *Works to maintain positive relationships with colleagues.*

Rating: satisfactory needs improvement unsatisfactory

Evaluator's Comments:

C. *Makes reasonable effort to maintain positive relationship with administrative staff.*

Rating: satisfactory needs improvement unsatisfactory

Evaluator's Comments:

5. Management of Student Behavior

A. Manages behavior effectively in the classroom.

Rating: outstanding good satisfactory needs improvement unsatisfactory

Evaluator's Comments:

B. Shares in overall management of student behavior.

Rating: outstanding good satisfactory needs improvement unsatisfactory

6. Physical Environment

Enhances the learning process by room arrangement and general room decor.

Good health and safety factors are observed.

Rating: outstanding good satisfactory needs improvement unsatisfactory

Evaluator's Comments:

7. Attainment of District Goals and Objectives

Is meeting district goals and objectives with modifications agreed upon in the fall conference with site administrator.

Rating: satisfactory needs improvement unsatisfactory

Evaluator's Comments:

8. Other Professional Responsibilities

Maintains records and performs other professional responsibilities as defined in the Contract (Article 6, Section 6.23) which states: "Unit member shall continue to furnish adequate time to students outside the instructional day and to attend faculty and other professional meetings and obligations that are related to the educational program of the district, including, but not limited to, open house and parent-teacher conferences."

Rating: satisfactory needs improvement unsatisfactory

Evaluator's Comments:

Guidelines for Completing Evaluation Form

Page 1

A. The teacher's name, school, grade level, date, and evaluation plan should be filled out for all teachers regardless of whether or not a written evaluation is being submitted.

B. The remainder of Page 1 should be completed by the end of October only if the teacher is to receive a written evaluation

C. Additional pages to describe modification may be attached as needed.

Page 2

Additional copies of this page may be added in order to document observations during the year.

Page 3

1. Subject Matter Competency and Professional Improvement

A. Competent in subject matter areas.

- a. An instructor ranked Outstanding will demonstrate exceptional mastery of the subject area being taught.
- b. An instructor ranked Good will exhibit better than adequate mastery of the content of the course and utilize effective techniques.
- c. An instructor ranked Satisfactory will demonstrate adequate mastery of the subject matter taught.
- d. An instructor ranked Needs Improvement exhibits inadequate mastery of the subject matter and must be informed as to steps that may be taken to meet this competency.
- e. An instructor ranked Unsatisfactory exhibits a definite inadequacy in subject matter competency and needs extensive improvement. Specific weaknesses must be described under Evaluator's Comments.

B. Professional Improvement

1. An instructor ranked Satisfactory has kept abreast of changes in the field through training, professional readings or other professional improvement activities.
2. An instructor ranked Needs Improvement has, but not to a sufficient extent, kept abreast of changes in the field through training, professional readings or other professional improvement activities.
3. An instructor ranked Unsatisfactory has not kept abreast of changes in the field through training, professional readings or other professional improvement activities .

2. Teaching Techniques

Employs a variety of available instructional materials and equipment which results in effective communication of subject matter to the students. Calls for student involvement from time to time in self-directed activities where applicable. Shows evidence of using instructional materials and equipment other than utilizing only the basic text. Has a plan for overall presentation of the subject during the term.

1. An instructor ranked Outstanding must meet all the criteria listed under Teaching Techniques and show evidence of having used additional techniques, resources, and other effective methods.
2. An instructor ranked Good should meet all the criteria listed under Teaching Techniques and have made use of other resources.
3. An instructor ranked Satisfactory will meet all the criteria listed under Teaching Techniques.
4. An instructor ranked Needs Improvement fails to meet several criteria under Teaching Techniques, and specific weaknesses must be described under Evaluator's Comments.
5. An instructor ranked Unsatisfactory fails to meet most or all of the criteria listed under Teaching Techniques, and specific weaknesses must be described under Evaluator's Comments.

3. Teacher-Student Relationships

Is fair and courteous in relationships with students. Recognizes and stimulates student efforts. Works to remedy known weaknesses and to enhance capabilities. He/she is aware of the potential of students in the class and is fair and courteous to all. He/she is willing to listen and to assist students in solving individual problems in relation to course work. There is positive teacher-student interaction during the instructional period. There is involvement of a large number of students in the class as opposed to a few students receiving the attention of the instructor. The instructor praises and offers positive encouragement to his/her students.

1. An instructor ranked Outstanding must meet all of the criteria listed under Teacher-Student Relationships and shows exceptional understanding of student needs. He/she shows a willingness to substantially contribute to the greatest possible level of achievement for the individual student.
2. An instructor ranked Good should meet all the criteria listed under Teacher-Student Relationships and tailors the instructional program to meet the needs of students.

3. An instructor ranked Satisfactory will meet all the criteria listed under Teacher-Student Relationships.
4. An instructor ranked Needs Improvement fails to meet several criteria listed under Teacher-Student Relationships, and specific weaknesses must be described under Evaluator's Comments.
5. An instructor ranked Unsatisfactory fails to meet most or all of the criteria listed under Teacher-Student Relationships, and specific weaknesses must be described under Evaluator's Comments.

4. Communication and Staff Relationship

A. Communicates positively and effectively with students and parents and, when requested, communicates appropriately with the community. An instructor will meet appropriate deadlines for notification of students and parents of academic problems and informs both students and parents of methods available for improvement. The instructor communicates class standards in positive, understandable terms to parents. Communication to students, parents, and with the community takes the form of helpful solutions rather than emphasizing faults.

1. An instructor ranked Satisfactory will meet all the criteria listed under A.
2. An instructor ranked Needs Improvement fails to meet several of the criteria listed under A, and specific weaknesses must be described under Evaluator's Comments.
3. An instructor ranked Unsatisfactory fails to meet most or all of the criteria listed under A, and specific weaknesses must be described under Evaluator's Comments.

B. Works to maintain positive relationships with colleagues. Shares information with other teachers so that the instructional program is strengthened. He/she works cooperatively with other staff members to solve departmental, grade-level, or school-wide problems.

1. An instructor ranked Satisfactory will meet all the criteria listed under B.
2. An instructor ranked Needs Improvement fails to meet several of the criteria listed under B, and specific weaknesses must be described under Evaluator's Comments.
3. An instructor ranked Unsatisfactory fails to meet most or all of the criteria listed under B, and specific weaknesses must be described under Evaluator's Comments.

C. Makes reasonable effort to maintain positive relationship with administrative staff. Attends grade-level and division meetings and contributes in a positive manner. He/she provides assistance to colleagues when requested. He/she shows evidence of seeking helpful solutions.

1. An instructor ranked Satisfactory will meet all the criteria listed under C.
2. An instructor ranked Needs Improvement fails to meet several of the criteria listed under C, and specific weaknesses must be described under Evaluator's Comments.
3. An instructor ranked Unsatisfactory fails to meet most or all of the criteria listed under C, and specific weaknesses must be described under Evaluator's Comments.

5. Management of Student Behavior

A. Manages behavior effectively in the classroom. Shows evidence of keeping students on task as opposed to not paying attention and exhibiting disruptive behavior. The instructor, prior to a referral to the office for other than a major infraction, attempts to resolve the problem through contacts with student, counselor, and parent. Teacher remains with students during entire class.

1. An instructor ranked Outstanding, in addition to the criteria listed under A, maintains a cooperative, productive classroom atmosphere with students actively involved in the learning process and shows evidence that classroom and school conduct expectations have been discussed with the students.
2. An instructor ranked Good, in addition to the criteria listed under A, shows evidence that classroom and school conduct expectations have been discussed with the students.
3. An instructor ranked Satisfactory should meet all the criteria listed under A.
4. An instructor ranked Needs Improvement fails to meet several of the criteria listed under A, and specific weaknesses must be described under Evaluator's Comments.
5. An instructor ranked Unsatisfactory fails to meet most or all of the criteria listed under A, and specific weaknesses must be described under Evaluator's Comments.

B. Shares in overall management of student behavior.

1. An instructor ranked Satisfactory shows evidence of taking an active rather than passive role in maintaining good overall student discipline. The instructor enforces school regulations during class, on campus, and at school-related functions.
2. An instructor ranked Needs Improvement does not meet several of the criteria of Satisfactory, and such situations should be noted in the Evaluator's Comments.
3. An instructor ranked Unsatisfactory does not meet most or all of the criteria of Satisfactory, and such situations should be noted in the Evaluator's Comments.

6. Physical Environment

Enhances the learning process by room arrangement and general room decor. Good health and safety factors are observed. Enhances the classroom by providing an appropriate display of materials. The room arrangement is appropriate to the needs of the class. The instructor has appropriate learning materials and equipment available for students or has notified the appropriate individual of such needs.

1. An instructor ranked Satisfactory should meet all the criteria listed under Physical Environment.
2. An instructor ranked Needs Improvement fails to meet several of the criteria listed under Physical Environment, and specific weaknesses must be described under Evaluator's Comments.
3. An instructor ranked Unsatisfactory fails to meet most or all of the criteria listed under Physical Environment, and specific weaknesses must be described under Evaluator's Comments.

7. Attainment of District Goals and Objectives

Is meeting goals and objectives with modifications agreed upon in the fall conference with site administrator.

1. An instructor ranked Satisfactory has met all of his/her goals and objectives.
2. An instructor ranked Needs Improvement has not met several of his/her goals and objectives.
3. An instructor ranked Unsatisfactory has not met most or all of his/her goals and objectives.

8. Other Professional Responsibilities

Maintains records and performs other professional responsibilities as defined in the Contract (Article 6, Section 6.23) which states: "Unit members shall continue to furnish adequate time to students outside the instructional day and to attend faculty and other professional meetings that are related to the educational program of the district, including, but not limited to, open house and parent-teacher conferences.

Rating: satisfactory needs improvement unsatisfactory

Evaluator's comments:

1. An instructor ranked Satisfactory should meet all the criteria listed under Other Professional Responsibilities.
2. An instructor ranked Needs Improvement fails to meet several of the criteria listed under Other Professional Responsibilities, and specific weaknesses must be described under Evaluator's Comments.
3. An instructor ranked Unsatisfactory fails to meet most or all of the criteria listed under Other Professional Responsibilities, and specific weaknesses must be described under Evaluator's Comments.

Only pertinent information, such as recommendations and evaluation status for next school year, need be completed for teachers not receiving a written evaluation.

Extended Day: Department Chairpersons

There will be seven (7) department chairpersons who will be recommended annually by their respective divisions. Each Division Chairperson will receive equal compensation based on the amount budgeted in the annual District budget. Should the amount budgeted in the annual District budget for salaries for Division Chairpersons be insufficient to fund a minimum of \$850.00 per chairperson, the Association and the District shall agree to reduce the number of Chairpersons, in order to achieve a compensation of at least \$850.00 or to reduce the compensation for each Chairperson to an amount determined in accordance with Article 19.42 (total amount budgeted divided by seven (7).)

1. Base pay of \$500 for each chairperson.
2. The remainder of available money to be divided according to the number of sections per division.

3. Department Chairpersons will receive \$32 per class section in the division with a minimum compensation of \$875 and a maximum of \$2,000.

Extended Day Pays

High School Vocal Music Director	3.0
High School Speech Coach	2.5
High School Math Team Advisor	1.0
High School Science Fair Advisor	1.0
High School Chemistry Team Advisor	1.0
Academic League/Decathlon Adv.	1.0
Academic League/Decathlon Asst.	1.0
Junto	1.0

Health and Welfare

The District shall provide full medical, dental, life insurance, and vision care benefits to each unit member who has a regular assignment of at least twenty (20) hour per week. The level of benefits shall be equal to or greater than those provided under the last contract.

Health and Welfare

The District shall provide full medical, dental, life insurance, and vision care benefits to each unit member who has a regular assignment of at least twenty (20) hours per week. The level of benefits shall be equal to or greater than those provided under the last contract.

Choice of Programs

The type of the medical, dental, life, and vision care programs will be recommended by a joint Association/District committee.

Health and Welfare Benefits Approved 9/87 for 1987-88 School Year

Unit members who were employed prior to June 30, 1987, and who continue in an employed status after June 30, 1987, are entitled to continue to receive benefits which were in force prior to June 30, 1987, and may, at their choice, choose either the District provided HMO medical or any other medical coverage offered by the District in addition to District dental and vision care benefits.

Unit members employed after June 30, 1987, who continue to be employed after June 30, 1987, are entitled to receive only the District provided HMO medical coverage in addition to District dental and vision care benefits. Unit members employed after June 30, 1987, may participate in any other District medical coverage by paying the difference between the District provided HMO coverage and the other health insurance coverage offered by the District.

Health and Welfare Benefits 1995

The District shall provide full medical, dental, vision and life insurance coverage to each unit member who has a regular assignment of twenty (20) hours per week.

It is the goal of the ACT and District to provide benefits which are equal to or greater than those provided during the 1990-91 year.

In determining the level of coverage to be provided in each listed category (medical, dental, etc.), a joint ACT/District Committee shall review plans which are available. The committee will select plans which most closely meet the varying needs of the unit members.

The committee shall recommend one or more plans which may vary in cost and level of benefit. The recommended plans shall be negotiated as an integral part of a total salary and benefits package.

Incentive Increment Program

The Incentive Increment Program was established in 1972 and adopted by the Board on February 22, 1972. The plan was designed to encourage the involvement of certificated personnel in study and research in professional and community activities. It was discontinued in 1977-78. All employees currently receiving incentive increments will continue to receive their present increment, and those employees who are currently working on an approved incentive increment program will be permitted to complete their programs in accord with the current Board policy. No new applications to enter upon an incentive increment program will be accepted.

Lead Teachers

Lead teachers will be full-time teachers who have been designated by the Board to assume the additional responsibility of supervising the site in the absence of the site administrator. Lead teachers will receive one (1.0) unit of compensation prorated for periods of time less than the full year.

Life Insurance

The Board of Education shall provide the following life insurance for the unit member:

Provider: Provident Life and Accident Insurance Company

Amount: \$25,000 Life Insurance

Type: Level Term

Cost: \$60.00 annually

Dependents: \$5,000 Life Insurance

Cost: \$12.00 annually

Cost for Employee and Dependents: \$7.00/month, tenthly

MAC Committee 1995

MAC Membership

Membership on the MAC shall be:

Teachers: nine elected by each site faculty as follows:

High School: 3 Term: 1,2,3 years

Middle School: 2 Term: 1,2 years

Village School: 3 Term: 1,2 years

Strand School: 1 Term: 1 year

Site Administrators: one per site, including PPS director

Superintendent: one

Board Member: one (optional)

Classified: two, one from each bargaining unit division

Teachers may be re-elected to consecutive terms but may not serve more than two consecutive terms or three consecutive years, whichever is greater.

In the event a member of the ACT Negotiating Team is not elected as one of the faculty representatives, the number of faculty representatives will be expanded to ten with the additional representative being elected by the ACT Executive Committee.

MAC Function

The function of the MAC shall be to review and to originate proposals and to make recommendations to the Superintendent and the Board on the following matters:

1. Curriculum and instructional programs, including new proposals, revisions and deletions as well as periodic review of general adequacy.
2. Budget, including preparation of the budget, execution of the budget and review of deletions and augmentations.
3. Staffing as it relates to budget and curricular programs (not including selection of personnel).
4. Organizational matters such as calendar, grade level arrangements at sites and uses of facilities.
5. Other matters introduced by the Board or Superintendent.

Medicare 1996

The District will participate in the AB 265 program which permits employees hired before 1986 to obtain Social Security credit toward Medicare eligibility. The contribution of the District and the affected employees shall be equal in accordance with AB 265, effective 12/1/91.

Mentor Teacher 1995

Other criteria to be considered:

1. Positive evaluations during service to the Coronado Unified School District.
2. Variety of classroom teaching experiences, i.e., grade levels, team teaching, subject matter, etc.
3. Written recommendations from peers.

Procedures for Implementation of the Mentor Teacher Program

Composition and Selection of the Mentor Teacher Committee

The Mentor Teacher Selection Committee shall be composed of not more than seven (7) teachers selected by the Association of Coronado Teachers, Inc., by a secret ballot election and election process involving the total certificated staff included in the ACT Bargaining Unit, and not more than six (6) school administrators.

Nominations for the Mentor Teacher Selection Committee shall be made by unit members at each site, by submission of a letter to the President of ACT, indicating that he/she wishes to be placed on the ballot as a candidate for the Selection Committee.

Teachers serving on the Mentor Teacher Selection Committee shall be permanent teachers, and shall agree, as a condition to service on said committee, that they shall not be eligible to apply or serve as a Mentor Teacher while on the committee.

Teacher membership on the Mentor Teacher Selection Committee shall be for an elected term of three years, with the members of the committee serving staggered terms as determined by the ACT in the initial election.

Teachers shall, at all times, constitute the majority of the voting members present on the Mentor Teacher Selection Committee.

Within ten (10) working days after being requested by the District to conduct such an election, ACT shall conduct and complete the election and advise the District of the members of the teaching staff to be named to the committee. The ACT will be allowed to use time immediately before or after the classroom day starts or ends.

Procedures Relating to the Mentor Teacher Selection Committee

Criteria for Selection of the Mentor Teacher

A goal of the mentor teacher selection process is to provide ongoing support for beginning teachers. To this goal, one Mentor will be chosen from each site (CHS, CMS, Village, Strand) as the "Site Mentor". In the event that no candidate is selected for a particular site, that position may be designated for a non-site Mentorship.

Site Mentors shall be full-time credentialed classroom teachers with permanent status. For the purposes of Mentor Teacher selection, full-time is defined as four (4) out of five (5) periods at the High School, five (5) out of six (6) periods at the Middle School, and eighty percent (80%) of the day at the elementary schools. For the purpose of Mentor Teacher selection, classroom teacher is defined as instruction to students as a regularly employed teacher at a site. Site Mentors shall have seven (7) years of full-time teaching experience within the past ten (10) years with at least three (3) full years of experience in this District.

Non-site Mentor Teachers will be chosen according to state guidelines. These Mentor Teachers shall be credentialed non-administrative staff of the District. They shall be employed at least three (3) out of five (5) periods at the High School, four (4) out of six (6) periods at the Middle School, sixty percent (60%) of the day at the elementary schools, or sixty percent (60%) of the day in the District. These non-site Mentor Teachers shall have five (5) years of experience within the past ten (10) years with at least three (3) years in this District.

All Mentor Teachers shall possess a Master's Degree or equivalent (Bachelor's plus 30 units).

Other criteria to be considered:

1. Previous outstanding evaluations/recommendations.
2. Variety of successful classroom teaching experiences, i.e., grade levels, team teaching, subject matter, etc.
3. Effective communication skills.
4. Subject matter knowledge.
5. Classroom expertise in methodology.

6. Skills in areas of interpersonal relations, problem solving and decision-making.
7. Recent involvement in professional development and growth programs.
8. A mastery of a range of teaching strategies necessary to meet the needs of students in different contexts.

Application Process

The Mentor Teacher Selection Committee shall develop application procedures which shall meet the following guidelines:

The Selection Committee shall prepare an application form which addresses each candidate's qualifications with respect to the criteria set forth in 22.2.

A letter to all applicants shall accompany the application form. The letter shall set forth the following information:

1. The tasks of Mentor as set forth in this article.
2. All criteria used for selection of Mentor Teachers.
3. Training and time commitment required, after-school meetings, etc.
4. Compensation of Mentor Teachers.

The Selection Committee shall determine the method of nominating the Mentor Teachers; however, the following guidelines must be observed:

1. Nominations will be determined by majority vote of the committee.
2. The committee shall adhere to the eligibility criteria as set forth herein.

The nominated Mentor Teachers shall be recommended to the Board for final approval and designation as Mentor Teachers. The Board may reject a nominee, provided that written reasons for the rejected nomination are submitted by the Board to the Selection Committee and to the rejected nominee, if requested by the rejected nominee.

The application and interviewing process shall be done in a confidential manner. No information secured during the process shall be utilized in any manner in connection with the evaluation procedure. (See Appendix D).

With the exception of written evaluations done in accordance with the Evaluation Procedures set forth in Article 14, no materials contained in the applicant's personnel file shall be made available to the Selection Committee, nor shall it be utilized in the selection process. Written evaluations may be used upon written authorization from each applicant.

Selection Committee Operations

The Mentor Teacher Selection Committee shall meet during the classroom teacher's regular work hours as established in Article 15. However, in the event that the committee agrees to meet outside of their regular workday, teacher members shall be paid for time worked at an hourly rate which is prorated to their annual salary.

The Mentor Teacher Selection Committee shall elect a chairperson, a vice-chairperson (optional), and a recorder.

The Mentor Teacher Selection Committee may develop other procedures consistent with the provisions set forth herein, except that the committee may not develop additional criteria beyond these set forth in Section 22.2.

In the event that the Selection Committee determines that no applicant(s) is qualified to serve as Mentor Teacher, there shall be no Mentor Teachers.

Service as a Mentor Teacher

The Coronado Unified School District shall select the number of Mentor Teachers to which it is entitled under the provisions of State Law; however, no expense required for the payments of Mentor Teachers shall come from general fund moneys.

Tasks of Mentor Teachers

Mentor Teachers shall perform one or more of the following tasks:

Training new teachers.

Retraining experienced teachers.

Conduct in-service programs.

Staff and curriculum development.

Compensation of Mentor Teachers

In addition to his/her regular annual salary and all other benefits provided for by this contract, Mentor Teachers shall be compensated at a rate of \$4,000 per academic year. Stipends shall be reduced in a pro-rata fashion for service of less than an academic year.

Terms of Service

The term of service for a Mentor Teacher shall be one year, unless extended or reduced as jointly determined by the district and committee.

Inability to Serve

If a Mentor Teacher is unable to serve after selection, the Mentor Teacher Selection Committee will recommend a replacement to the Board from a list of alternate mentor candidates.

Required Hours/Days of Service

The number of days or hours of work of the Mentor Teacher, beyond days and hours required of other members of the bargaining unit, shall be determined by dividing the annual Mentor Teacher stipend by the Mentor Teacher's daily rate of pay.

The Mentor Teacher shall not have access to or participate in the evaluation of any member of the bargaining unit. A Mentor Teacher shall not be required to testify against any teacher as a result of that Mentor Teacher's functioning with the teacher in the role of Mentor Teacher.

Mentor Teachers shall have the workload of other teachers; however, Mentor Teachers may be released from teaching duties on a periodic basis to perform those duties of a Mentor Teacher.

Mentor Teachers shall not be exempt from any extra-duty assignments, staff meetings or other duties required of any teachers as per the Workload Article of the negotiated Agreement.

Each Mentor Teacher shall spend not less than eighty percent (80%) of the hours per year normally spent in instruction by regular classroom teachers at their grade level in direct instruction of pupils.

Mentor Teachers shall not perform administrative duties.

Mentor Teachers shall not have any authority over any other unit members by virtue of their position as Mentor Teachers.

General Provisions

Bargaining unit members may be required to utilize the services of or to participate in programs of Mentor Teachers, during the regularly established 7-hour and 35-minute day.

Mentor Teachers shall not be exempted from layoff and/or transfer procedures by virtue of their appointment as Mentor Teachers.

All release time required or otherwise provided by the operation of the Mentor Teacher program shall be covered by qualified substitute teachers. No member of the bargaining unit shall be required to substitute for the Mentor Teacher or for a member of the Mentor Teacher Selection Committee who is being released from instructional duties to participate in this program.

A Mentor Teacher, once selected, shall not, during the term of appointment, be removed from such appointment except for just cause.

R.O.P. Salaries 1993

R.O.P. teachers will be paid in accordance with the adopted certificated salary schedule. Teachers who do not possess a Bachelor's Degree, but possess units in the area of assignment equivalent to a Bachelor's Degree shall be paid in accordance with range 1 of the adopted salary schedule.

For teachers not possessing sufficient units to be placed on range 1, but who qualify to teach in the area of assignment by reason of expertise gained through practical experience, a referral to the district committee on assignment may be made for recommendation to the Board that this equivalent unit requirement be waived.

For R.O.P. teachers paid on an hourly basis, the hourly rate shall be determined by calculating the portion of full-time assigned and converted to an hourly rate at the appropriate range and step.

Conference periods shall be considered to be a part of the regular assignment in the same manner as all other high school teachers and not for compensation beyond the scheduled salary.

Y Rating

Currently employed R.O.P. teachers whose salary would be reduced as a result of this agreement will remain at the same salary level, less any additional payment for conference periods, until the scheduled R.O.P. salaries are equal to the salaries paid to Y rated R.O.P. teachers.

Sabbatical Leave

A joint Association/District committee investigated an alternative program that was established by December 1, 1984. The program became Contributory Leave (Ref. 17.82).

Salary Provisions

Structure and Percent Increase

A six range salary structure was agreed to using the range and step factors from the current salary schedule. The numbers of steps in ranges I, II, and III were reduced and the minimum starting salary was increased to \$25,643. The "Windfall Bonus" formula was discontinued.

Contributory Leave Trainee Teachers

Salary will be range 1, step 1 of the adopted salary schedule.

Rules Governing Salary Scale: Horizontal Movement

Placement on and advancement upon steps 11, 12 and 13 (Incentive Increments) of the certificated salary schedule is limited to unit members who have embarked upon an approved plan in accordance with District regulations prior to June 30, 1977.

Salary Raise 1986/87

5.75% Raise

Salary Raise 1987/88

2.47% + 500 Lump Sum

Salary Raise 1988/89

2.55% + 3.51% off Schedule

Salary Raise 1989/90

6.5%

Salary Raise 1990/91

10% + Range 1 added back

Salary Raise 1991/92

1%

Salary Raise 1992/93

1%

Salary Raise 1993/94

3%

Salary Raise 1994/95

1.5% + adjustments to steps 10-14: Net Change 3.38%

Salary Raise 1995/96

2% raise.

Salary Raise 1996/1997

1.5% as of July 1, 1996. 1.5% non-retro as of January 1, 1997.

Salary Raise 1998/1999

For the year of 1998/99, certificated employees of Coronado Unified School District will receive a 1% raise effective July 1, 1998, and be paid retroactive, on a separate paycheck in December 1998. Effective January 1, 1999, certificated employees of Coronado Unified School District will receive an additional 2.9% raise applied to July 1, 1998 salary rates.

Salary Raise 1999/2000

2% effective July 1, 1999 and 1.4% effective June 1, 2000. The District implemented \$32,000 minimum teacher salary. Raised summer school pay to \$30 per hour. Increased entry level to Step Five (5) beginning in 2000-2001, with each successive year to increase by one year until Step Eight (8) is reached.

Salary Raise 2000/2001

10% from July 1, 2000. A \$1000 stipend to National Board Certified Teachers was added. Teachers new to the District are now able to begin at year six (6) of the salary schedule if they have enough prior years experience.

Special EducationCompliance

The District shall comply with the statutory provisions of the California Master Plan for Special Education and its successors regarding the implementation and terms and conditions of employment of unit members as defined by Section 3542.3 of the Act.

Compensation

Except as otherwise provided in Section 15.33 of this Agreement, the District shall, at the option of the unit member, grant compensatory time or the appropriate hourly rate of pay for those unit members who are required to perform services relative to the implementation of the Master Plan for Special Education which are not otherwise provided for under the terms of this Agreement.

Released Time

Compliance with the requirements of Article 21 herein shall include the granting of release time, when required, for the performance of services relative to the implementation of the Master Plan for Special Education.

Full-Time Special Education Students

Any student previously identified as/or served by any special education program who returns full-time to the regular classroom shall be counted as two (2) students for the purpose of computing class size during the remainder of the current school year.

Part-Time Special Education Students

Any student who is mainstreamed on a part-time basis from a special education class shall be counted as two (2) students for the purpose of computing class size.

Southwestern College Letter of Agreement

We, the Association of Coronado Teachers and the Coronado Unified District, agree that during the school year of 1998-99, the Southwestern College program at the high school will have no effect on the employee status of those teachers involved in the program. Current full-time teachers will still be considered Coronado Unified full-time teachers. These teachers are entitled to and subject to all rights, privileges, and requirements in accordance with the contractual Agreement between ACT and CUSD. The Southwestern Program will be monitored and evaluated throughout the 1998-99 school year to determine its impact on contractual issues as they pertain to the Agreement between ACT and CUSD.

STRS Deduction “Pick Up” 1996

The STRS Deduction “Pick Up” procedure, which gives employees certain tax benefits without cost to the District and which was begun on 4/30/86, shall be continued in force.

Teaching Improvement Plan

The Teaching Improvement Plan (TIP) is designed to: 1) aid in strengthening instructional competence in a new and/or different assignment and 2) clearly define methods for overcoming identified needed improvement. Furthermore, it delegates specific responsibilities for remediation.

There are three methods of initiating a TIP:

1. To be initiated by the teacher and/or site administrator to aid in strengthening instructional competence in a new and/or different assignment.
2. To be initiated by the teacher who chooses to use the TIP for agreed-upon professional growth.
3. To be initiated by the evaluator as a result of the evaluation procedure.

The Teaching Improvement Plan (TIP) will consist of four specific parts:

1. Statement(s) that specifically details the component or components of requested assistance and/or needed improvement. These statements will become the objectives of this specific TIP.
2. Statements by teacher and site administrator of procedures for improvement. (Inservice workshops and training, college courses, visitations, detailed lesson plans, reassignment, etc.)
3. Statement of detailed responsibilities of District, site administrator and teacher. These statements may include substitute time provided by the District, recommended college courses to be taken by the teacher and visitations recommended by the site administrator.
4. Evaluation of TIP, by the teacher and site administrator, to be completed by March 1.

Possible Results of TIP:

1. Move to Evaluation A.
2. Move to Evaluation B.
3. Remain with rewritten TIP.

Evaluation Instrument

The evaluation instrument shall be that instrument which was jointly determined by a committee of unit members and administrators during the 1980-81 school year and modified by the Association and the District in 1982-83 until a new procedure is agreed upon through negotiations. The procedure contained in the document entitled "Teacher Evaluation Functions" shall apply in the evaluation of unit members. (See Appendix F "Teacher Evaluation Procedures" attached hereto.)

Work Hours 1995

Each unit member shall be required to report to duty thirty (30) minutes before the commencement of his/her first assigned class or conference period, if assigned, or thirty (30) minutes before the beginning of the school day if not assigned to teaching duties.

TA for District
 4/28/15

Road for ACT
 4/28/15
 a.m.

TA for
 ACT
 4/28/2015

Proposal for 2015-2016 Salary Schedule 50/50

Step	BA; Column I			BA+15; Column II			BA+30; Column III		
	2016-17	2015-16	Diff	2016-17	2015-16	Diff	2016-17	2015-16	Diff
1	42,000	41,000	2,000	43,050	42,025	41,000	44,100	43,050	42,000
2	45,050	42,025	2,050	44,100	43,050	42,000	45,150	44,250	43,000
3	44,310	43,255	2,110	45,702	44,451	43,200	47,886	46,043	44,200
4	45,618	44,509	2,218	47,628	46,014	44,400	50,313	47,857	45,400
5	47,488	46,044	2,888	49,954	47,877	45,800	52,626	49,613	46,600
6				52,223	50,012	47,800	54,909	51,755	48,600
7							57,215	54,408	51,600
8							59,754	57,427	55,100
9									
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Comparative Districts include:

- Carlsbad Unified
- Coronado Unified
- Oceanside Unified
- Poway Unified
- Ramona Unified
- San Diego City Unified
- San Diego High
- San Marcos Unified
- Sweetwater High
- Valley Center-Pauma Unified
- Vista Unified

\$2000 for National Board Certification
 \$2000 for earned Doctorate
 Extended Day Rate \$1077

TA for K...
 4/28/15
 TA So. Act
 Rel. J...
 4/28/2015

BA+45; Column IV				BA+60+MA OR BA+70; Column V				BA+75+MA; Column VI										
2016-17	2015-16	CUSD	Diff	FTE	Cost	Step	2016-17	2015-16	CUSD	Diff	FTE	Cost	2016-17	2015-16	CUSD	Diff	FTE	Cost
45,367	44,184	43,000	2,367	2.01	4758	1	47,814	45,907	44,000	3,814	1	3814	50,113	47,557	45,000	5,113	1.4	7158
47,491	45,746	44,000	3,491	0.51	1780	2	50,142	47,671	45,200	4,942	1	4942	52,434	49,317	46,200	6,234		0
50,154	47,677	45,200	4,954	3.25	16101	3	52,752	49,576	46,400	6,352	1.24	7876	55,086	51,443	47,800	7,286	1	7286
52,641	49,521	46,400	6,241	0.51	3183	4	55,543	51,572	47,600	7,943	5	39715	57,968	53,884	49,800	8,168	2.51	20502
54,966	51,683	48,400	6,566	1	6566	5	57,922	54,511	51,100	6,822		0	60,299	56,800	53,300	6,999	5.51	38564
57,263	54,332	51,400	5,863	1	5863	6	60,267	57,184	54,100	6,167	2.5	15418	62,568	59,534	56,500	6,068	3.2	19418
59,616	57,008	54,400	5,216	3	15648	7	62,637	59,869	57,100	5,537	0.4	2215	64,847	62,274	59,700	5,147	3.51	18066
61,963	59,992	57,900	4,063	3.11	12636	8	65,081	62,566	60,100	4,981		0	67,137	65,019	62,900	4,237	6.51	27583
64,470	62,935	61,400	3,070	2	6140	9	67,476	65,288	63,100	4,376	1.6	7002	69,465	67,783	66,100	3,365	6.09	20493
68,145	66,523	64,900	3,245	0.8	2596	10	70,512	68,806	67,100	3,412		0	74,130	72,365	70,600	3,590	4.51	15920
68,497	66,663	64,900	3,537	0.51	1804	11	72,504	69,802	67,100	5,404		0	74,867	72,734	70,600	4,267	3	12801
69,517	67,209	64,900	4,617	2	9234	12	73,584	70,342	67,100	6,484		0	75,628	73,114	70,600	5,028		0
70,288	67,594	64,900	5,398	0.51	2748	13	74,796	70,948	67,100	7,696	2	15392	76,963	73,782	70,600	6,363	3	19089
71,162	68,091	64,900	6,262	3	18786	14	75,587	71,344	67,100	8,487	2	16874	78,048	74,324	70,600	7,448	5.4	40219
71,870	70,110	68,400	3,420	1	3420	15	76,470	73,785	71,100	5,370		0	79,380	77,490	75,600	3,780	4	15120
72,373	70,387	68,400	3,973	2	7946	16	77,371	74,236	71,100	6,271		0	80,382	77,991	75,600	4,782	6	28692
73,620	71,010	68,400	5,220	1	5220	17	78,308	74,704	71,100	7,208	1	7208	81,350	78,475	75,600	5,750	1	5750
73,909	71,155	68,400	5,509		0	18	78,802	74,951	71,100	7,702		0	81,970	78,785	75,600	6,370	6	38220
74,364	71,382	68,400	5,964		0	19	79,081	75,091	71,100	7,981	3	23943	82,319	78,960	75,600	6,719	9	60471
76,020	74,210	72,400	3,620	1	3620	20	80,397	77,749	75,100	5,297	1	5297	83,580	81,580	79,600	3,980	4.51	17950
76,399	74,400	72,400	3,999		0	21	81,666	78,383	75,100	6,566	2	13132	85,007	82,304	79,600	5,407	1.51	8165
76,886	74,643	72,400	4,486	1	4486	22	82,359	78,750	75,100	7,259		0	85,873	82,737	79,600	6,273	0.8	5018
77,054	74,727	72,400	4,654		0	23	82,526	78,813	75,100	7,426		0	86,263	82,932	79,600	6,663	3	19989
77,759	75,080	72,400	5,359		0	24	83,151	79,126	75,100	8,051		0	86,653	83,127	79,600	7,053	1	7053
80,222	78,311	76,400	3,822		0	25	84,241	81,671	79,100	5,141		0	88,830	86,715	84,600	4,230	3	12690
80,602	78,501	76,400	4,202		0	26	84,614	81,857	79,100	5,514		0	89,253	86,927	84,600	4,653		0
80,984	78,692	76,400	4,584		0	27	85,028	82,064	79,100	5,928		0	89,676	87,138	84,600	5,076		0
81,366	78,883	76,400	4,966		0	28	85,228	82,164	79,100	6,128	1	6128	90,099	87,350	84,600	5,499	1	5499
81,748	79,074	76,400	5,348		0	29	85,447	82,274	79,100	6,347		0	90,522	87,561	84,600	5,922		0
84,420	82,410	80,400	4,020	1	4020	30	87,255	85,178	83,100	4,155	1	4155	94,080	91,840	89,600	4,480	6	26880

2016-17	2015-16	2016-17	2015-16	2016-17	2015-16
36,534	36,534	5,729	5,729	5,729	5,729
5,520	5,520				

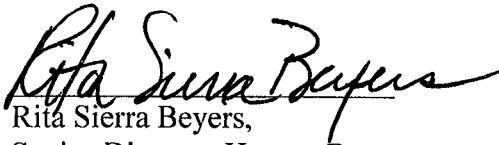
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**Memorandum of Understanding
Between the Association of Coronado Teachers (ACT)
and Coronado Unified School District (CUSD)**

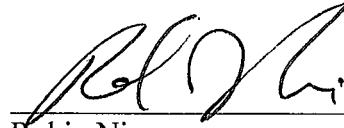
July 28, 2015

Re: Speech Language Pathologists Salary Schedule Stipend

ACT and CUSD are agreed that, effective with the 2015-16 school year, Speech Language Pathologists will receive a stipend of 7% in addition to their placement on the salary schedule. The stipend is in recognition of the specialized training and assessment responsibilities of the position.


Rita Sierra Beyers,
Senior Director, Human Resources

7/29/2015
Date


Robin Nixon,
Negotiations Chair, ACT

7/29/2015
Date

**Memorandum of Understanding
Between the Association of Coronado Teachers (ACT)
and Coronado Unified School District (CUSD)**

Re: Districtwide Special Education Programs

ACT and CUSD are agreed that, no later than ~~September~~ October 30, 2018, a collaborative team of up to five (5) members from CUSD, selected by CUSD administration, and five members from ACT, ~~an equal number of ACT members~~ (selected by the ACT president executive board) to include representatives from secondary and elementary sites and will be formed to review, clarify, and revise, as needed, districtwide special education programs. Once formed, this team will meet at least four times outside of school hours prior to ~~January 18~~ February 28, 2019. ACT members will be paid at the non-per diem hourly rate for their participation in these meetings. The team will review, clarify, and revise, as needed, at least the following topics/programs currently in use:

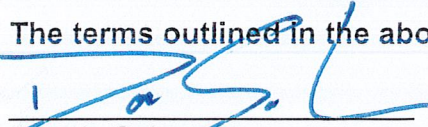
- Co-teaching models and programs
- Other special education models
- Program Assessment
- Teacher supports
- Special education caseloads and class sizes

ACT and CUSD mutually agree that proposals related to the above issues will be considered and negotiated in bargaining for the 2019-2020 school year contract even if neither ACT or CUSD sunshine the applicable article(s).

Additionally, for the 2018-2019 school year, CUSD and ACT agree to the following:

- A. Co-teaching shall be defined as a model of delivery in special education services to students with disabilities within the general education classroom. The co-teachers should be two or more credentialed teachers jointly delivering instruction in a shared classroom space.
- B. Education specialists shall be paid at the non per-diem hourly rate for up to two (2) hours of case management per week. These hours are to be used for IEP preparation, consultation with students and service providers, and other case management duties. The case management time shall be exclusive of Section 15.3.3, duty-free lunch, and pre- and post-school time.
- C. Resource (Education) specialists' caseloads shall not exceed 28 students, per education code 56362.

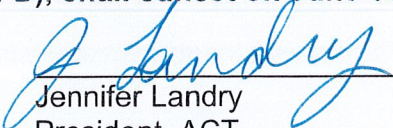
The terms outlined in the above bullets (A & B), shall sunset on June 30, 2019.



Donnie Salamanca,
Assistant Superintendent

10/2/18

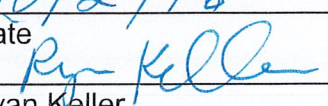
Date



Jennifer Landry
President, ACT

10/2/18

Date



Ryan Keller
Negotiations Chair, ACT

10/2/2018

Date

**Memorandum of Understanding
Between the Association of Coronado Teachers (ACT)
and Coronado Unified School District (CUSD)**

Re: Districtwide Special Education Programs

ACT and CUSD are agreed that, no later than October 30, 2019, a collaborative team of up to five (5) members from CUSD (selected by CUSD administration), and five members from ACT (selected by the ACT executive board), to include representatives from secondary and elementary sites and will be formed to review, clarify, and revise, as needed, districtwide special education programs. Once formed, this team will meet at least four times outside of school hours prior to February 28, 2020. ACT members will be paid at the non-per diem hourly rate for their participation in these meetings. The team will review, clarify, and revise, as needed, at least the following topics/programs currently in use:


- Co-teaching models and programs
- Other special education models
- Program Assessment
- Teacher supports
- Special education caseloads and class sizes

ACT and CUSD mutually agree that proposals related to the above issues will be considered and negotiated in bargaining for the 2020-2021 school year contract even if neither ACT or CUSD sunshine the applicable article(s).

Additionally, for the 2019-2020 school year, CUSD and ACT agree to the following:


- A. Co-teaching shall be defined as a model of delivery in special education services to students with disabilities within the general education classroom. The co-teachers should be two or more credentialed teachers jointly delivering instruction in a shared classroom space.
- B. Since it is expected that education specialists are to be present in co-teaching classrooms, education specialists shall be paid at the non per-diem hourly rate for up to two (2) hours of case management per week. These hours are to be used for IEP preparation, consultation with students and service providers, and other case management duties. The case management time shall be exclusive of Section 15.3.3, duty-free lunch, and pre- and post-school time.
- C. Resource (Education) specialists' caseloads shall not exceed 28 students, per education code 56362.

The terms outlined in the above bullets (A & B), shall sunset on June 30, 2020.



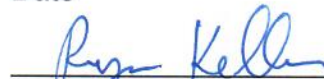
Jeremy Lyche
Director of Human Resources
5/10/19

Date



Jennifer Landry
President, ACT
5/10/19

Date



Ryan Keller
Negotiations Chair, ACT
5/10/2019

Date


**Memorandum of Understanding
Between the Association of Coronado Teachers (ACT)
and Coronado Unified School District (CUSD)**

Re: Article 15.4.1 – Unit Member Hours/Adjunct Duties

ACT and CUSD are agreed that, for the 2019-2020 school year, four weekly advisory or homeroom periods of no more than 30 minutes, for which no curricular preparation, assessment, or follow-up is required, shall not be considered subject matter preparation.

ACT and CUSD mutually agree that proposals related to the above issues will be considered and negotiated in bargaining for the 2020-2021 school year contract even if neither ACT or CUSD sunshine the applicable article(s).

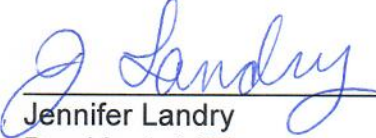
The terms outlined above, shall sunset on June 30, 2020.



Jeremy Lyche
Director of Human Resources

5/8/19

Date



Jennifer Landry
President, ACT

5/8/19

Date



Ryan Keller
Negotiations Chair, ACT

5/8/2019

Date

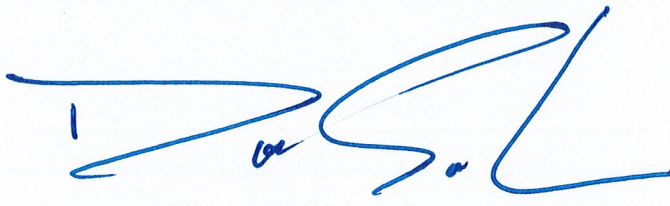
ACT Complete Counter Proposals to CUSD

October 2, 2018

3:00pm

The following proposals are presented as a complete package and are interdependent. Proposals/counter proposals will be considered for impact to all articles.

- CTE - TA 5/22/18
- Article III-TA with TA of MOU provided by ACT 9/10/18
- Article XII
- Article XIII-TA 9/10/18
- Article XIV – TA 5/22/18
- Article XV-TA with TA of MOU provided by ACT 9/10/18
- Article XVII - TA 6/8/18
- ~~Article XVIII – withdrawn by CUSD 5/22/18~~
- Article XIX
- Article XX
- Appendix B
- ~~Appendix D: Form 3 – withdrawn by CUSD 6/8/18~~
- Classroom Teacher Job Description - TA 5/9/18
- MOU - Special Education/Co-Teaching Joint Steering Committee
- ~~Reduced Workload – not an interest of CUSD~~

 11/7/18

 11/7/2018

SEND SALARY SCHEDULE TO MAN

Memorandum of Understanding (MOU)
By and Between the
Coronado Unified School District (CUSD) and
Association of Coronado Teachers (ACT)
November 7, 2018

Contingency-Based Raise on H&W Savings

In addition to the salary increases specified above, all certificated unit members will be eligible to receive an additional increase to their applicable salary schedule, as determined by ongoing savings achieved through the Health Benefits Committee ("HBC") pursuant to the formula below:

- The term "savings" means reductions to the dollar amount the District would be required to contribute toward certificated unit member health and welfare benefits.
- The term "ongoing" means that the "savings" are designed to continue year-to-year.
- The salary increase available under this provision shall be calculated as follows:

Comparison One: In September 2019, the parties will compare the actual dollar amount the District is contributing toward certificated unit member health and welfare benefits for 2018-19, with the renewal rates provided by the District's broker for 2019-20 for the same plans. This comparison determines the increase to the District's contribution absent any plan changes agreed to through the HBC process.

Comparison Two: The parties will then compare the renewal rates provided by the District's broker for 2019-20, with the changes achieved through the HBC process. "Achieved" means the changes have been recommended by the HBC and adopted by the parties by the HBC process set forth below. The difference in costs between Comparison One and Comparison Two will constitute the "ongoing savings" available to be applied to certificated unit member salaries.

Calculation: The parties agree that 50% ~~100%~~ of the "ongoing savings" generated in Comparison Two will be used to increase the certificated salary schedule, effective January 1, 2020.

Example: The following illustrates the foregoing calculation:

Comparison One:

Actual dollar amount District contributing to certificated H&W in 2018-19: \$2 million

Renewal rates provided by broker for 2019-20: \$3 million

Projected increase absent HBC changes: \$1 million

Comparison Two:

Projected increase absent HBC changes: \$1 million

Projected increase incorporating HBC changes: \$0.5 million

Ongoing savings achieved by HBC: \$0.5 million

Calculation:

50% of ongoing savings achieved by HBC: \$250,000

Cost of 1%: \$160,000

Salary schedule increase $(\$250,000 \div \$160,000) = 1.5\%$

- It is the parties' expectation that this incentive will provide sufficient time to agree on long-term, ongoing savings to health and welfare benefits. After September 1, 2019, the HBC will continue to meet as specified below, but no further ongoing savings achieved through the HBC process will be applied to certificated unit member salaries, unless otherwise agreed by the parties.

The parties acknowledge and agree that the foregoing provisions close salary negotiations for the 2018-19, and 2019-20 school years.

Health and Welfare Benefits: Article XVIII

Until the parties agree otherwise through the HBC process below, the District will continue to provide health and welfare benefits to employees and retirees as set forth in Article XVIII

Health Benefits Committee

The parties agree there is a need to address anticipated increases in District health and welfare costs for employees and retirees, and to agree on health and welfare cost containment measures designed to reduce the risk of future deficit spending. To this end, the parties agree to take the following ~~immediate~~ steps:

1. The District and Association will jointly participate in a standing HBC to review health and welfare benefits provided to certificated bargaining unit members and retirees. The HBC will consist of three (3) representatives from the Association, three (3) representatives from the District, and, if agreed upon, a neutral facilitator mutually selected by the parties. District and Association representatives may also bring outside health benefits consultants and brokers to attend HBC meetings. Stakeholders from other employee groups may be included in this HBC.
2. ~~Unless otherwise agreed by the HBC representatives, the HBC will meet monthly, beginning the month following ratification of this agreement. The meetings will, to the extent possible, take place at regularly scheduled dates and times, and may take place during regular work hours and employment break periods. The District will grant Association members on the HBC with as much paid release time as needed to fulfill their HBC roles in good faith. The HBC will meet at mutually agreed upon dates and times outside of the instructional day, and will be paid "non-per-diem" hourly rate.~~

3. The primary purposes of the HBC meetings will be to:
 - Collaboratively develop recommendations to achieve feasible ongoing savings to the District's current and future health and welfare contributions for certificated unit members (and, if stakeholders from other employee groups are on the HBC, health and welfare contributions for those employees as well). The HBC's goal will be to recommend ongoing savings designed to maintain fiscal solvency and reduce the risk of deficit spending. To this end, the HBC will thoroughly review and discuss health and welfare programs, including, but not limited to, brokers and trusts, plans, plan designs and options, co-payments and deductibles, and District and employee contributions.
 - Ensure certificated unit members continue to receive excellent health and welfare benefits. To this end, the HBC will strive to maintain or improve the quality of health and welfare programs provided to certificated unit members (and, if stakeholders from other employee groups are on the HBC, health and welfare programs provided to those employees as well), to the extent possible.
4. Upon reaching a consensus, the HBC shall promptly provide its recommendations to the parties' designated bargaining teams. Those teams will then meet and negotiate without delay for the purpose of adopting the HBC's recommendations, or agreeing on revised measures based on the HBC's recommendations. If necessary and appropriate, the bargaining teams may jointly direct the HBC to reconvene and revise its recommendations in a timely manner.
5. ~~As stated under the 2019-20 contingency-based raise above, the parties agree that the HBC will continue to meet after September 1, 2019, for the same purposes specified above.~~

~~The parties acknowledge and agree that the foregoing procedures will govern health and welfare negotiations from the effective date of this agreement through the end of the 2019-20 school year, and will continue after that time unless otherwise agreed by the parties.~~

Miscellaneous

The parties further agree that this agreement extends the current CBA term from the effective date of this agreement through June 30, 2020. For the 2020-21 school year, the parties may each select two (2) articles to reopen for negotiations, in addition to calendar and existing MOUs, which will be subject to the reopener negotiation procedures currently set forth in the CBA. The articles selected by the parties may not include compensation or health and welfare benefits (Article XVIII and XIX, and Appendix "B").

For the 2020-21 school year, the parties will engage in negotiations for a successor CBA, pursuant to the successor negotiations procedures currently set forth in the CBA.

Negotiations Due to Financial Changes

In the event the District experiences adverse financial conditions that cause the County Office of Education to downgrade the District's financial certification to a "qualified or negative" certification, the parties agree to re-open the CBA for the purpose of negotiating changes necessary to ensure District solvency. Nothing in this paragraph shall be construed to waive or otherwise limit the parties' rights and obligations under the Educational Employment Relations Act and Education Code.

Budget Committee MOU

1. The District and Association will jointly participate in a budget committee for purposes of transparency. The budget committee will consist of three (3) representatives from the Association, three (3) representatives from the District, and, if agreed upon, a neutral facilitator mutually selected by the parties. The committee will meet no fewer than three times during the school year. The committee will meet outside of instructional hours and teachers will be paid the "non per diem" hourly rate.

This MOU shall terminate on June 30, 2020.

AGREED

For the District

Donnie Salamanca

Ryan Keller

Date

Date

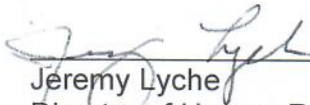
Jennifer Landry

Date

**Memorandum of Understanding
Between the Association of Coronado Teachers (ACT)
and Coronado Unified School District (CUSD)**

Re: Cheer Coach Extended Day Units

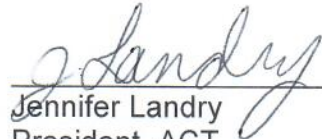
ACT and CUSD are agreed that, effective beginning in the 2019-2020 school year, a Cheer Coach Extended Day Position will be added to Appendix A of the Collective Bargaining Agreement between ACT and CUSD. The stipend shall be 3.5 extended day units.



Jeremy Lyche
Director of Human Resources

6/5/19

Date



Jennifer Landry
President, ACT

6/5/19

Date



Ryan Keller
Negotiations Chair, ACT

6/5/2019

Date