

**CERTIFICATED BARGAINING UNIT  
MASTER AGREEMENT  
BETWEEN**

**THE  
EASTSIDE UNION SCHOOL DISTRICT**

**AND**

**EASTSIDE TEACHERS ASSOCIATION**

**July 01, 2024 through June 30, 2027**

**ETA RATIFIED: June 7, 2024**

**BOARD RATIFIED: June 26, 2024**

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**EASTSIDE CONTRACT INDEX**

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COVER PAGE		1
EASTSIDE CONTRACT INDEX		2
ARTICLE I	RECOGNITION	3
ARTICLE II	DISTRICT RIGHTS	4
ARTICLE III	ASSOCIATION/EMPLOYEE RIGHTS	5
ARTICLE IV	WORK YEAR	8
ARTICLE V	DUTY HOURS	9
ARTICLE VI	COMPENSATION	15
ARTICLE VII	EMPLOYEE BENEFITS	19
ARTICLE VIII	ASSOCIATION MEMBERSHIP, DUES, AND OTHER DEDUCTIONS	21
ARTICLE IX	LEAVE PROVISIONS	25
ARTICLE X	GRIEVANCE AND ARBITRATION	29
ARTICLE XI	CLASS SIZE	34
ARTICLE XII	SAFETY CONDITIONS OF EMPLOYMENT	36
ARTICLE XIII	EVALUATION	38
ARTICLE XIV	ASSIGNMENT, REASSIGNMENT, TRANSFER & VACANCIES	42
ARTICLE XV	PAYROLL DEDUCTIONS	52
ARTICLE XVI	SAVINGS PROVISION	53
ARTICLE XVII	CONCERTED ACTIVITY	54
ARTICLE XVIII	SERVICES FOLLOWING RETIREMENT	55
ARTICLE XIX	NONDISCRIMINATION	56
ARTICLE XX	TEACHER TRAVEL	57
ARTICLE XXI	RELEASE FROM CONTRACT	58
ARTICLE XXII	MEDICAL EXAMINATIONS	59
ARTICLE XXIII	PROCEDURE FOR CONSULTATION	60
ARTICLE XXIV	PROFESSIONAL GROWTH	61
ARTICLE XXV	TRANSFER OF STUDENTS	63
ARTICLE XXVI	ENTIRE AGREEMENT	64
ARTICLE XXVII	DURATION	65
APPENDIX A	2023/2024 DISTRICT CONTRIBUTIONS FOR HEALTH BENEFITS	66
APPENDIX B	CURRENT SALARY SCHEDULES	67
APPENDIX C	CURRENT SCHOOL CALENDAR	70
APPENDIX D	NEGOTIATED JOB DESCRIPTIONS	72
APPENDIX E	PEER ASSISTANCE/PEER REVIEW	79
APPENDIX F	TEACHER REFERRAL/SUSPENSION FORM	85
APPENDIX G	EVALUATION ORIENTATION MATERIALS	87
APPENDIX H	ARTICLE XIV ASSIGNMENTS, REASSIGNMENTS, TRANSFERS, VACANCIES FLOW CHART	98
APPENDIX I	STIPEND & RATE LIST	99

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**ARTICLE I  
RECOGNITION**

1.0 The District recognizes the Eastside Teachers Association, hereafter referred to as the Association, as the exclusive representative of all temporary contract, probationary, and all permanent certificated unit members of the District excluding all substitutes, home teaching personnel who are not regularly contracted District teachers, all management, all confidential, all supervisory employees, and all classified employees defined in the Rodda Act.

## **ARTICLE II DISTRICT RIGHTS**

2.0 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of any emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline (as specified in the Education Code pertaining to the discipline of certificated employees) employees.

2.1 The exercise of the foregoing powers, rights, authority, duties, 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.

2.2 The District retains its right to temporarily suspend policies and practices referred to in this Agreement in cases of emergency for the duration of the emergency when it reasonably determines that an emergency exists which necessitates such action. This shall in no way diminish the right of employees covered by this Agreement to receive fair and equitable treatment.

**ARTICLE III  
ASSOCIATION/EMPLOYEE RIGHTS**

3.0 The District and the Association recognize the right of employees to form, join and participate in lawful activities of the employee organization and the equal alternative rights of employees to refuse to form, join and participate in employee organization activities. Therefore, each party agrees that neither will impose, or threaten to impose reprisals, to discriminate, or threaten to discriminate or otherwise interfere with, restrain or coerce the employees of the District exercising this right.

3.1 The Association shall have the right of access to District employees at reasonable times. Reasonable times shall mean rest, meal periods, and periods during which an employee is present at the school site but not expected to perform service or to be ready to perform service for the District. Any representative of the Association, prior to entering a school site, shall report to the school site office and provide appropriate credentials for identity purposes. The Association representative who is exercising the right of access to employees shall not disturb, disrupt or otherwise interfere with the work of any employee of the District.

3.2 The Association shall have the right to utilize a bulletin board at each work site used for communicating with District employees, teacher mailboxes, and District mail service. A copy of the material shall be provided to the site administrator or designee prior to being posted.

3.3 The Association may utilize the District's email system to disseminate communications of general information to unit members, provided the communication:

3.3.1 Complies with the District's policies and regulations for appropriate use of District computers, technology, and email systems.

3.3.2 Is sent by the ETA President, who shall first obtain advance authorization from the Assistant Superintendent of Human Resources to ensure compliance with the District's appropriate use policies and regulations.

3.3.3 Is prepared during non-working hours.

3.3.4 Is sent before or after student instructional hours.

3.3.5 The Assistant Superintendent of Human Resources is copied on the communication when sent to members.

3.3.6 Prevents against a "mass" response to all recipients as opposed to an individualized response to the ETA President.

A failure by ETA, including its officers or members, to abide by these requirements shall result in revocation of this privilege and benefit.

3.4 The District will provide the Association with a single copy documentation relevant and

material to the meet and negotiation process, and with copies of drafts of the preliminary, tentative, and final District budget, ADA reports, a copy of the "J-200" documents and/or other official budget forms or documents, ADA reports, and the Teacher Directory when printed. The District may provide multiple copies of requested material as described herein within a reasonable time. The Association agrees to defray the cost of preparation of multiple copies.

3.5 The District and the Association will meet within 10 workdays of the final Board ratification of the Agreement to review and execute the revised agreement. The District will post the Master Agreement on the district website. All new unit members will be provided with a current Master Agreement upon initial employment. The District will provide five (5) copies of the contract to be used by the Association.

3.6 Association Release Time: When it is necessary for an ETA/CTA representative to attend an official ETA/CTA conference or meeting, the District will authorize release time charged as school business. The District will be reimbursed by the Association for the substitute's pay.

### 3.7 Scheduling of New Unit Member Orientation

3.7.1 The District shall provide written notice of the date, time, and location of all bargaining unit member orientations/onboarding meetings, to the Association president and vice president no later than ten (10) workdays in advance of any orientation meeting(s).

3.7.2 The District shall provide an annual new bargaining unit member orientation. All first-year bargaining unit members shall attend the District's orientation day at no additional pay. First year unit members whose regular work year exceeds 183 days will schedule an additional workday to be able to attend the mandatory orientation day.

3.7.3 If the Association President/Designee cannot attend the orientation meeting, the District shall provide the new unit member with the Association's Welcome Packet. The Association assumes responsibility for cost of production of the Welcome Packet and for providing sufficient copies to the District.

3.7.4 The District and the Association shall work collaboratively on the agenda for the day. The Association shall be provided sixty (60) minutes of uninterrupted time in order to communicate with bargaining unit members. Such time shall not include the period of time for lunch.

3.7.5 If an orientation meeting is scheduled with new bargaining unit members hired after the start of the school year, the Association shall be provided at least twenty-four (24) hours advance notice of the meeting time, date, and location. The Association shall be provided 30 minutes following the conclusion of the orientation meeting/onboarding process. The Association shall be permitted to use Association release time for the Association president or designee to attend the orientation meeting.

### 3.8 Unit Member Information

3.8.1 The District shall electronically provide the Association with names and contact information for newly hired bargaining unit members on the last working day of the month unless the unit member files a written objection to the production of the asterisked items.

Name (first, middle, last, suffix)  
Grade Level/Assignment  
School Site  
Date of Hire  
Home Address\*  
Phone Numbers – work, home\* and cellular\*  
Personal email Address\* (non-district)  
Seniority Date  
Full time Equivalent (FTE)

3.8.2 If no unit members are hired in a month, the District shall notify the Association President in writing.

3.8.3 Periodic Update of All Bargaining Unit Members' Contact Information: In addition to providing a list of all bargaining unit members' names and contact information as specified in Article III, Section 3.8.1, the District shall provide following items on the last working day of September, January and May.

3.8.3.1 Indication of any Unit Member on Leave of Absence.

3.8.3.2 Indication of whether Association dues are being deducted.

### 3.9 Association Meeting Time

3.9.1 The Association shall be entitled to a minimum of ten (10) uninterrupted minutes immediately after each faculty meeting at each school site to communicate with bargaining unit members. The association time shall be for bargaining unit members only.

### 3.10 Dispute Resolution

3.10.1 Violations of this article shall be subject to the Article X of the Collective Bargaining Agreement between the parties.

## **ARTICLE IV WORK YEAR**

4.0 Effective July 1, 2023 the work year for all certificated unit members, shall consist of a total of 189 days of service, comprised of 180 instructional days and nine non-student days.

### 4.0.1 Non-Student Days

4.0.1.1 Two non-student days shall be scheduled immediately prior to students returning for the first day of school. Required District or site level meetings (non-professional development days) shall not exceed three hours total, on these days, except by mutual agreement of all participants. The remainder of the day may be used for PLC Planning.

4.0.1.2 One non-student day shall be scheduled prior to the first day of the second semester. This day may be used for PLC Planning.

4.0.1.3 Three non-student days will be Professional Development days, scheduled throughout the year. All certificated unit members shall participate in the Professional Development, as scheduled by administration.

4.0.1.4 Two non-student days will be PLC Planning days, scheduled throughout the year as follows: one at the beginning of the second quarter and one at the beginning of the fourth quarter.

4.0.1.4.1 PLC Planning days are to be used for Academic/SEL Planning, with topics such as common assessments, unit or subject long-term planning, objectives and formative assessments, data analysis, and social-emotional well-being.

4.0.1.5 One non-student day will be Parent-Teacher Conferences, scheduled for Fall Conferences.

**ARTICLE V  
DUTY HOURS**

5.0 Effective July 1, 2021

School	Unit Member on Site Workday	Student Instructional Day
Elementary Early Start	M, T, TH, F 07:50AM - 02:45PM W 07:50AM - 03:30PM*	M, T, TH, F 08:00AM - 02:35PM W 08:00AM - 01:20PM
Elementary Late Start	M, T, TH, F 08:20AM - 03:15PM W 08:20AM - 04:00PM*	M, T, TH, F 08:30AM - 03:05PM W 08:30AM - 01:50PM
Middle School	M, T, TH, F 08:20AM - 03:20PM W 08:20AM - 03:56PM*	M, T, TH, F 08:30AM - 03:10PM W 08:30AM - 01:46PM

5.0.1 This chart is subject to adjustment for District designated bus schedules.

\*Unless concluded early by an administrator.

5.1 The District and the Association recognize the varying nature of unit members' day-to-day responsibilities. The professional day shall include the length of the Student Instructional Day as well as the professional duties set forth in this article.

5.2 All Certificated Unit members must be on duty at least ten (10) minutes before the beginning of the Student Instructional Day and remain on duty for ten (10) minutes after the close of the Student Instructional Day.

5.2.1 The primary expectation is that unit members assigned to school sites shall be on duty ready to receive and supervise students at least ten (10) minutes prior to the beginning of the Student Instructional Day. During this ten (10) minute period, in addition to receiving and supervising students, unit members may perform their regular job duties, including: planning, selecting, and preparing materials for instruction; receiving and evaluating work of students; conferring and counseling with students, parents, staff and administrators, including attendance at IEP meetings; and keeping records.

5.2.2 In addition to assigned Instructional Day duties, all certificated unit members shall perform, as reasonably required, other professional responsibilities, many of which may occur outside of the Student Instructional Day and not necessarily on campus. Such duties may include, but are not limited to: planning, selecting, and preparing materials; receiving and evaluating work of students; conferring and counseling with students, parents, staff and administrators, including attendance at IEP meetings; and keeping records.

5.3 Recess Duty: Student supervision responsibilities shall be limited to 5 hours per general education unit member per year.

5.3.1 Such duties shall be equitably rotated among general education site staff.

5.3.2 Specialized Support Service Providers may be included in the supervision rotation. This is separate from any ongoing connections with students during the recess/lunch hours.

5.3.3 General education unit members shall work together as a team and have the opportunity to select the times they are on duty during recess from the supervision schedule provided by administration.

5.4 Unit members and site administrator at each site shall make provisions for physical relief breaks.

#### 5.5 Lunch Times:

5.5.1 Every middle school certificated unit member shall be entitled to one (1) duty-free uninterrupted lunch period each day, which shall be the same length of time as the student lunch period.

5.5.2 Elementary certificated unit members shall have a daily forty (40) minute duty-free lunch period.

5.5.2.1 On minimum days or if the site administrator declares an inclement weather day, then each certificated unit member may only be allowed their legal thirty (30) minute duty-free lunch period, however a sincere attempt will be made to preserve the forty (40) minute lunch period for elementary school unit members.

5.6 Preparation Time: The parties agree that the preparation time in this article is work time to be used on campus for planning, preparation, and other duties reasonably related to the unit member's assignment.

5.6.1 Classroom teachers assigned to middle school sites shall normally have five (5) class preparation periods per week or the equivalent if utilizing a block schedule for their professional responsibilities.

5.6.2 If a District special program is provided in grades Pre/TK-6 (e.g., science lab, music, physical education) for all students in a class, and the program is taught by a credentialed teacher, the "homerom" teacher will be released and allowed to use that time for classroom preparation.

5.6.3 In the event a substitute teacher is unavailable, middle school teachers may choose to forfeit their preparation period to provide coverage for a class without a substitute. Teachers choosing to forfeit their preparation period will be paid their prorated professional hourly rate for the forfeited preparation period. It is the responsibility of the teacher to fill out and turn in a District time sheet no later than the last working day of each month.

5.6.3.1 District administration or other designated district staff members shall ask teachers if they are willing to forfeit their preparation period to provide coverage for a class without a substitute. At no time will a District administrator or

designated District staff member direct teachers to forfeit their preparation period.

5.6.4 In certain circumstances, counselors may be asked to provide coverage when a substitute is not available.

## 5.7 Meetings

5.7.1 Staff Meetings: These will occur no more than two working Mondays in each month for not more than one hour.

5.7.1.1 If Monday meeting time is scheduled by the District to exceed an hour, then the excess time will be offset in another meeting and notice will be provided.

5.7.1.2 No staff meeting will occur during the weeks of Back-to-School Night or Data/Parent Conferences.

5.7.1.3 In unusual circumstances, unit members may work with the administration to arrange alternate meeting attendance.

5.7.1.4 Staff Meeting time may be designated to address school site needs and/or prepare for data conferences.

5.7.2 IEP Meetings: Certificated Unit Members are required to attend IEP Meetings when they are scheduled.

5.7.2.1 Case managers and/or designee will work with unit members to schedule a mutually agreeable date and time for IEP's for all required participants.

5.7.2.2 Every IEP team is required to include the following staff members: SAI teacher, Support Provider(s), General Education teacher, Administrator. When a general education teacher from a student's grade level is needed to complete the team, volunteers will be sought first.

5.7.3 Association Meetings: In order to accommodate Association meetings, the District agrees not to schedule any meeting that unit members would be required to attend on the third Thursday of each school month.

5.7.4 Committee Meetings:

5.7.4.1 All after-school District level and site committees are voluntary. There shall be no committee meetings during the days of Back-to-School Night and Data/Parent Conferences, unless by mutual agreement.

5.7.4.2 Every effort will be made to seek volunteers for committees prior to assigning participation on committees that meet during the instructional day.

## 5.7.5 Wednesday Professional Development/Collaboration Meetings

5.7.5.1 The District shall maintain a modified student instructional schedule designed to allow weekly Professional Learning Days for site administrator and certificated unit member collaboration to improve student achievement.

5.7.5.2 Every Wednesday (except weeks of Back-to-School Night and individual parent conferences) all certificated unit members will attend Professional Development/Collaboration in accordance with the following guidelines:

5.7.5.2.1 No more than one hour, unless mutually agreed upon, will be dedicated to Professional Development, facilitated by administration.

5.7.5.2.2 The remaining time, no less than one hour, unless mutually agreed upon, will be dedicated to PLC Planning.

5.7.5.2.3 Wednesday Professional Development time may be designated to prepare for data conferences.

5.7.5.2.4 PLC Planning Time may include Academic/SEL Lesson Planning and topics such as common assessments, unit or subject long-term planning, objectives and formative assessments, data analysis, social-emotional well-being, time to improve pedagogical knowledge, and the content knowledge of educators through collaboration and improving learning outcomes for all students.

5.7.5.2.5 At least one Wednesday each school month, the time (two (2) hours) shall be entirely dedicated to PLC Planning. Certificated unit members will collaborate and plan with their Professional Learning Community. PLC Planning may include Academic/SEL Lesson Planning and topics such as common assessments, unit or subject long-term planning, objectives and formative assessments, data analysis, and social-emotional well-being.

5.7.5.2.5.1 In months with a fifth (5<sup>th</sup>) working Wednesday, certificated unit members shall have two Wednesdays entirely dedicated to PLC Planning. PLC Planning may include Academic/SEL Lesson Planning with their Professional Learning Community (two (2) hours).

5.7.5.2.6 Administration and the Association will meet prior to the opening of the school year to determine which Mondays are designated for Staff Meetings and which Wednesdays are designated for Professional Development, facilitated by administration, including PLC Planning, and which Wednesdays are entirely dedicated to PLC Planning times. Wednesday designations will be noted on a calendar list to be disseminated

to unit members.

## 5.8 Minimum Days, Data/Parent Conferences, Family Events

5.8.1 Student minimum days shall consist of 260 instructional minutes, except where otherwise provided by the Education Code, and shall be uniform throughout the District.

5.8.1.1 Data Conferences, hosted in a group/class setting, will be held on designated days three (3) times a year, accommodated by Minimum Days for each session. All parents are invited to attend Data Conferences. All certificated staff will prepare/conduct/support Data Conferences as a grade level/departmental team designated by School Site Principal. Teachers may conduct additional Parent Conferences, as needed.

5.8.1.2 Parent conferences, hosted in a one-on-one setting, will be conducted on two (2) minimum days and one (1) full non-student day. Teachers will, if necessary, hold morning/evening conferences to meet parent needs. Teachers will attempt to conference with parents of students with the most need or excelling beyond grade level expectations during the individual parent/teacher conferences.

5.8.1.2.1 In order to meet the needs of our families, a teacher is permitted to leave at the end of the instructional day/scheduled conferences and return in order to conduct their requested evening conferences.

5.8.2 Minimum days for students are regular length workdays for teachers, except for the following two events which will be offset by a Teacher Minimum Day (TMD) which may not coincide with the event but will be included in the school year calendar. On Teacher Minimum Day, teachers may end workday ten minutes after student dismissal time.

5.8.2.1 One Back-to-School Night is a required event. This event will not normally exceed one and one-half (1-1/2) hours and shall be offset by a Teacher Minimum Day.

5.8.2.2 One Family Event outside the instructional day is required for each unit member. This event will not normally exceed one and one-half (1-1/2) hours and shall be offset by a Teacher Minimum Day. Event(s) shall be determined by each site with input from staff.

## 5.9 8-Hour Employees

5.9.1 Effective July 1, 2021, all 8-hour unit members will have an eight-hour on-site workday, in addition to all of the non-classroom responsibilities of teachers set forth in the collective bargaining agreement. The eight-hour workday will include lunch. All 8-hour unit members will receive an additional \$5,000 to be added to their annual salary over and above the regular teacher salary schedule placement.

5.9.2 8-hour employees have the ability to flex their schedule, based on the needs of their duties, with consultation and approval from their administrator.

## 5.10 Teacher Support

5.10.1 Both parties agree that our newest teachers would benefit from additional support in order to be the most effective in their work.

5.10.2 Probationary teachers, which include PIPP's, STSP's, waivers, interns, and teachers with a preliminary credential will be required to attend and actively participate in weekly meetings, Professional Development, and support with the District Mentors or participation with the Induction Program. These activities may extend beyond the workday.

5.10.3 Probationary Teachers with Clear Credentials who need additional support, are invited to attend on a voluntary basis, as needed.

5.10.4 Permanent Teachers who need additional support may seek assistance from their site-based instructional teams and site administrators.

## **ARTICLE VI COMPENSATION**

6.0 District and the Association agree that the employees covered by this agreement shall be compensated in accordance with the salary schedule found at “Appendix B” of this agreement. All certificated staff shall receive twelve (12) paychecks annually; to be paid on the last working weekday of the month.

### 6.1 Rate of Pay

6.1.1 For purposes of regular instructional days which are part of the unit member's regular work year or for regular instructional days which are an extension of the instructional year, the certificated unit member's daily rate of pay shall be computed as follows:

6.1.1.1  $\text{Current salary} / \text{Days in contract Work Year} = \text{Professional Daily Rate}$

6.1.2 For purposes of summer school instructional days, attendance recovery Saturday school, extended school year (ESY), and presentation of professional development, then the professional hourly rate shall be paid, or when salary deductions are made, the hourly rate shall be computed as:

6.1.2.1 For non-eight (8) hour employees:  $\text{Daily Rate} / 6.92 \text{ hours} = \text{Professional Hourly Rate}$

6.1.2.2 For eight (8) hour employees:  $\text{Daily Rate} / 8 \text{ hours} = \text{Professional Hourly Rate}$

### 6.2 Hourly Rate

6.2.1 Effective July 1, 2018, the hourly rate for agreed upon additional responsibilities, exclusive of contractual duties and responsibilities covered by the salary schedule is \$45.00 per hour.

6.2.2 Additional volunteer responsibilities will occur during the school year and during breaks where certificated teachers can work with students that require them to prepare for the classroom where instruction will occur. When certificated teachers prepare for instruction, they will be compensated an extra hour of work for every two hours of work at the \$45.00 per hour. For example, if the certificated teacher instructs students for two hours after school, the teacher will receive compensation of \$45.00 per hour for three hours which would equal \$135.00.

### 6.3 Extended School Year (ESY) or Summer School (SS)

6.3.1 Certificated unit members employed to provide their regular services during the designated Extended School Year or Summer School shall be compensated at their professional daily rate (prorated based on hours) for each day of service beyond their

contracted work year.

6.3.1.1 Current salary / Days in Contract Work Year = Professional Daily Rate.

6.3.1.2 For non-eight (8) hour employees: Professional Daily Rate / 6.92 Hours = Professional Hourly Rate.

6.3.1.3. For eight (8) hour employees: Professional Daily Rate / 8 Hours = Professional Hourly Rate.

6.3.1.4 Professional Hourly Rate x Length of ESY or SS Day = Professional Daily Rate.

#### 6.4 Credit For College And University Training

6.4.1 The following criteria shall govern the crediting of salary schedule columnar provisions and step advancement:

6.4.1.1 All intentions of columnar advancement must be received by the Human Resources Department on or before June 1 of the academic year prior to such movement. No columnar advancement can be made until the official transcripts have been received.

6.4.1.2 An official transcript is one that bears the official seal of the college and/or the original signature of the registrar, or the registrar's designee.

6.4.1.3 The unit requirement for each salary column is stated in semester hours of credit; quarter hour credits shall be computed into semester hours by multiplying quarter units by 2/3.

6.4.1.4 For salary schedule purposes, only semester units as described herein earned after the confirmation of Bachelor's Degree, shall be credited.

6.4.1.5 Credit shall not be granted for any course in which less than a "C" grade or at equivalent is earned. (Or "pass" if a pass/fail grading system is used by a college.)

6.4.1.6 All units and degrees shall be earned from institutions accredited by the American Association of Schools and Colleges, or regional affiliate.

6.4.1.7 Upper division or graduate courses that may be credited:

6.4.1.7.1 A subject directly related to the employee's assignment.

6.4.1.7.2 A subject directly related to an employee's major or minor field of preparation.

6.4.1.7.3 A subject directly related to an advanced degree, or required for an advanced degree, in professional education or the employee's assignment or major or minor fields of preparation.

6.4.1.7.4 A subject required by a California credential, evaluation, or renewal.

6.4.1.7.5 For teachers in a self-contained classroom program: a subject commonly taught in the elementary schools.

6.4.1.7.6 For teachers in a departmentalized classroom program: courses in an additional major or minor field of preparation.

6.4.1.8 A total of six semester credits of lower division courses that may be credited:

6.4.1.8.1 Courses required by a California credential, evaluation, or renewal.

6.4.1.8.2 A course, not previously taken, (that is offered by a teacher training institution and) which is directly related to an employee's assignment.

6.4.1.8.3 Courses required as a foundation for the acquiring of an additional major or minor field of preparation related to the employee's assignment.

6.4.1.8.4 Additional lower division courses may be taken, if the course(s) apply directly to the teaching assignment, with prior approval.

6.4.1.9 Repeat credit may be granted for a course taken at a teacher training institution, in which:

6.4.1.9.1 The content field has recently undergone substantial change.

6.4.1.9.2 In the case of a course originally taken previously, an updating of employee training is desirable.

6.4.1.10 Classes beyond Column E must be relevant to education and/or Core Subjects and/or Standards Based Instruction.

\* To receive salary schedule credit for such courses, prior approval shall be received from the Superintendent.

## 6.5 Credit for Professional Work Experiences

6.5.1 Employees new to the District shall be allowed salary schedule placement credit for

up to ten (10) years of previous experience, with a maximum salary schedule entry placement of Step Eleven (11), provided that such prior service shall meet all of the following criteria, in addition to any pertinent college and university credit criteria enumerated above.

6.5.1.1 The previous service was rendered for at least 75% of the school year on the basis of a fulltime contract.

6.5.1.2 The previous service was rendered after the confirmation of a Bachelor's Degree.

6.5.1.3 The previous service was rendered in a public (or private) school system within the United States of America, Canada, or in dependent schools maintained for American overseas dependents.

6.5.1.4 The previous service was rendered in a position comparable to the initial District assignment, as reasonably determined by the superintendent/designee.

6.5.2 Each July 1, an employee shall be appropriately placed within the District compensation plan in accordance with District-approved professional work experience. In order to qualify for any salary schedule step advancement an employee's service shall meet the following criterion:

6.5.2.1 The prior year service was rendered under full-time contract for at least 75% of the school year.

## 6.6 Professional Growth

6.6.1 Certificated unit members who accept an invitation to participate in an optional professional development on a nonscheduled workday targeted toward instructional needs at their site or in the area of their subject matter expertise will be paid the Hourly Rate of \$45.00 per hour.

6.6.2 The number of paid hours for professional development available shall be made known to the teacher prior to the participation in the professional development. The District and the Association recognize that teachers may elect to dedicate additional time to such activities, but payment for such participation shall not exceed the hours authorized for payment, regardless of the number of hours served in the professional development activity by the teacher.

**ARTICLE VII  
EMPLOYEE BENEFITS**

7.0 The District shall provide negotiated insurance benefits as specified within the master contract(s) between the District and the respective insurance carriers. A summary of those benefits is included in Appendix A. That summary is provided by the insurance carrier based upon the terms and conditions of the master insurance policy contract(s).

The District, ETA, CSEA and representatives of confidential and management employees shall reconstitute the District insurance study committee effective December 1, 2007 to study and prepare plan modification(s) that will result in a value-added benefit package.

This committee shall meet at least three times per year in order to prepare for renewals, open enrollment, and assessing the effectiveness of plan offerings.

Every effort will be made to reach consensus in decision making.

All committee decisions shall be advisory and shall be referred back to the respective negotiating teams.

7.1 Eligibility

7.1.1 Effective October 1, 2024 an eligible full-time unit member shall receive a maximum annual District contribution for the premiums for health, vision, and dental not to exceed the District cap of \$16,000.

7.1.2 Unit members shall execute payroll deductions for coverages with premiums in excess of the District contribution. Payroll deductions for any amounts over the maximum District contribution shall automatically be made monthly (twelve times a year), commencing July 1, 2016, with the first paycheck of the fiscal year.

7.1.3 Part-time eligible unit members shall receive a portion of the District's maximum annual contribution as follows:

<b>Level of District Service</b>	<b>District Contribution</b>
50%	50%
51 - 74%	75%
75 - 100%	100%

7.2 Coverage During Leave of Absence

7.2.1 The District shall continue to contribute while the unit member is on fully paid leave status, in the same manner as if the unit member had remained in regular service.

7.2.2 A unit member not in paid status electing coverage shall submit the entire premium payment to the District Office.

### 7.3 Cancellation

7.3.1 The District insurance coverage, under the District's master insurance contract(s), shall be canceled the first day of the month following the occurrence of one of the following conditions:

7.3.1.1 A District-approved leave expires, and the employee does not return to active duty.

7.3.1.2 An insurance premium payment when required from an employee on an unpaid leave status is not received in the District office by the 10th day of the preceding month.

7.3.1.3 An employee terminates their service with the District. This provision shall be applicable during any portion of the school year during which this agreement is in effect.

### 7.4 Medical Insurance Upon Retirement

7.4.1 An employee who attains age 55 and retires from active service in the Eastside Union School District under the State Teacher Retirement System provisions, after fifteen (15) years of continuous fulltime service in the District, shall be entitled to insurance benefit coverage to age 70 not to exceed the maximum annual District contribution for regular full-time employees subject to the conditions and provisions of the District's insurance program (if any).

### 7.5 Payment of Premium

7.5.1 A unit member electing individual coverage shall submit the entire premium payment made payable to the Eastside Union School District. Payment shall be submitted to the District Office.

**ARTICLE VIII**  
**ASSOCIATION MEMBERSHIP, DUES, AND OTHER DEDUCTIONS**

**8.0 Employee Rights**

8.0.1 The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations, and the equal alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in the Association shall not be compulsory.

8.0.2 A unit member has the right to choose, either: (1) to become a member of the Association; or (2) to pay to the Association a fee for representation services, or (3) to refrain from either of the above courses of action upon the grounds set forth in Section 8.7 below.

**8.1 Payroll Deduction**

8.1.1 The right of payroll deduction for payment of unified Association dues, initiation fees, and general assessments shall be accorded to the Association. Association members who currently have authorization cards on file for the above purposes need not be re-solicited. Deductions for Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members.

8.1.2 Pursuant to authorization by the unit member, the District shall deduct one-tenth (1/10) of the unified Association dues, initiation fees, and general assessments from the regular salary check each month. Deduction for unit members who sign such authorization after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year.

8.1.3 With respect to all sums deducted by the District pursuant to authorization of the unit member for unified Association dues, initiation fees, and general assessments, the District agrees promptly to remit such monies to the Association along with an alphabetical list of unit members for whom such deductions have been made and any changes that may have occurred since the previous list.

**8.2 Maintenance of Membership**

8.2.1 The Association and the District agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership for the duration of the Agreement. The District will guarantee said maintenance of membership to the Association by enforcing payment of unified Association dues, initiation fees, and general assessments by members required under the terms set forth above, and provisions of the Education Code and Government Code section 3450.1(I)(1).

### 8.3 Agency Fee (Fair Share)

8.3.1 The agency fee provision set forth in this Attachment, number 1 shall become effective immediately upon ratification by an affirmative vote of at least fifty percent (50%) plus one (1), a simple majority, of all the bargaining unit members (as of this date, members). The election shall be conducted on site by the State Mediation and Conciliation Service on a date mutually agreeable to the parties.

8.3.1.1 A bargaining unit member who does not fall within the exempted category as set forth in Section 8.7 below, and who has not voluntarily made application for membership in the Association within thirty (30) days following the date upon which said employee has been formally hired by the District as a bargaining unit member, must as a condition of continued employment in the District as a bargaining unit member pay to the Association a representation fee in the amount allowed by Government Code section 3546, payable to the Association in one lump sum cash payment in the same manner as required for payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as required for the payment of membership dues. There shall be no charge to the Association for such mandatory agency fee deductions. Representation fees shall be for representation services necessarily performed by the Association in conformance with its legally imposed duty of fair representation on behalf of said unit member who is not a member of the Association.

8.3.1.2 In the event that a unit member does not become a member of the Association or pay such fee directly to the Association, the District shall begin automatic payroll deduction in the same manner as set forth in Section 8.2 of this Article, and pursuant to Education Code section 45061.

8.3.1.3 Prior to the beginning of such automatic payroll deduction, the Association will certify to the District in writing that:

8.3.1.3.1 The employee whose pay is to be affected by the deduction has:

8.3.1.3.1.1 Refused to join the Association.

8.3.1.3.1.2 Refused to tender the amount of the service fee as defined herein.

8.3.1.3.1.3 Not applied for exemption under Section 8.7 herein.

8.3.1.3.2 The Association is complying with current Public Employment Relations Board Requirement.

8.3.1.4 The written certification in subsection (c) above shall be a condition precedent to any collection of the service fee by the office.

8.3.1.5 The District and Association agree to furnish any information needed by the other to fulfill the provisions of this Article.

#### 8.4 Dispute over Amount of Service Fee

8.4.1 Any dispute as to the amount of the service fee shall be resolved pursuant to the current regulations of the Public Employment Relations Board.

#### 8.5 Annual Verification of Service Fee by Association

8.5.1 The Association will file in a timely manner with the District a copy of the written notice required by the regulations of the Public Employment Relations Board, and will meet the requirements of applicable case law.

#### 8.6 Unit Members Exempted from Obligations to Pay Service Fee

8.6.1 Any unit member who has a longstanding personal objection to membership in or financial support for any employee organization or labor union or is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support ETA, CTA/NEA as a condition of employment except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following nonreligious, non-labor organizations, charitable funds exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code:

8.6.1.1 United Way.

8.6.1.2 American Heart Association.

8.6.1.3 American Cancer Society.

8.6.2 As a condition of a continuous exemption from the provisions of this Article, the unit member shall provide proof of payment and a written statement of objection on an annual basis to the District and Association. Proof of payment shall be in the form of receipt and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in-kind services or benefits may be received by the unit member in exchange for this cash contribution. The Association shall have the right of inspection in order to review said proof of payment.

8.6.3 Any unit member making payments as set forth in this section (charity contribution), and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying to the Association the reasonable cost of pursuing said grievance and arbitration procedures.

#### 8.7 District Obligations

8.7.1 The District's obligations under this Article are (1) to notify any unit member who has failed to comply with the provisions of this Article that, as a condition of employment with the District, such unit member must either become an Association member, pay a service fee, or establish an exempt status, and make payment pursuant to the provisions of this Agreement; and (2) deduct from pay appropriate amounts pursuant to this article. Under no circumstances shall the District be required to dismiss or otherwise discipline any unit member for failure to fulfill their obligations to pay the fees established herein.

## 8.8 Hold Harmless

8.8.1 The Association shall indemnify and hold harmless the District, its officers, agents, and employees from and against any and all claims demands, suits, administrative proceedings, or any other action arising out of, or in any way connected with, the provisions of this Article, and/or the implementation thereof, including, without limitation, the District's deduction and/or payment of monies hereunder.

8.8.2 In any case in which the provisions of this section are invoked or contested, and it is necessary for the District to defend a position, use legal counsel, or incur any expenses in so doing, the Association agrees to provide the defense, and to pay all costs incurred by the District, including attorneys' fees. In addition, the District may notify the Association that a claim has been made or a suit instituted against it, and request the Association to provide legal representation. Upon receipt of such notification, the Association will provide legal representation for the District at its own expense. The Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

8.8.3 The Association will pay any judgments ordered against the District arising out of the proposed or actual implementation of this article.

## **ARTICLE IX LEAVE PROVISIONS**

9.0 Unit members are provided the following leave provisions to meet their personal needs. Unit members using these leave provisions must follow district procedures for reporting the absence. Unit members are required to provide sub plans for these leave provisions. Emergency sub plans may be used for unexpected circumstances.

9.0.1 For the purposes of deducting a partial day of leave it will be computed as:

9.0.1.1 For non-eight (8) hour employees:  $\text{time taken as leave} / 6.92 \text{ hours} = \text{leave deduction}$

9.0.1.2 For eight (8) hour employees:  $\text{time taken as leave} / 8 \text{ hours} = \text{leave deduction}$

### 9.1 Bereavement Leaves

9.1.1 A unit member covered by this Agreement shall be granted up to three (3) days compensated leave due to a death in an unit member's immediate family. If the immediate family member is a spouse, domestic partner, or child, the unit member shall be granted up to five (5) days compensated leave. If out-of-state travel or intrastate travel of 500 miles or more is required, the unit member shall be granted two (2) additional days of compensated leave. Additionally, A unit member covered by this Agreement shall be granted up to seven (7) days of compensated leave as specified under the personal necessity leave section of this Article. An immediate family member shall be limited to spouse, registered domestic partner as defined by law, parent, step-parent, child, step-child, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, step-brother, sister, step-sister, grandparent, or a grandchild of the unit member or of the spouse or registered domestic partner as defined by law, or any relative living in the immediate household of the unit member. Additionally, this leave may be used due to the death of an individual who lived in the immediate household of the unit member. In unusual circumstances, or for relatives not listed here, the unit member may confer with administration or Human Resources. The district is required to officially document this leave. Examples of documentation may include, but are not limited to: death certificate, memorial service program, receipt of travel arrangements, obituary, etc.

### 9.2 Industrial Accident/Illness Leave

9.2.1 A unit member covered by this Agreement who has sustained an illness or injury within the course and scope of the unit member's assigned duties shall be granted up to sixty (60) days compensated leave during the time when schools of the District are required to be in session or when the unit member would otherwise be performing work for the District in any one fiscal year for the same illness or accident. This leave shall not be accumulated from year to year.

9.2.2 An industrial accident or illness leave shall commence on the first day the unit member is absent from service due to an industrial accident or illness. The sixty (60) day leave allowance shall be reduced by one (1) day for each day of authorized absence regardless of whether a temporary disability indemnity award has been provided to the unit member. If an industrial accident and illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due to the same illness or injury.

9.2.3 A unit member receiving benefits under this leave shall, during the period of illness or injury, remain within the State of California unless the governing board of the District authorizes travel outside the State. During any paid leave of absence for industrial accident/illness, the unit member shall endorse to the District the temporary disability checks received due to industrial accident/illness.

9.2.4 The District shall, in turn, issue the unit member's salary, and shall deduct normal retirement and other authorized contribution(s).

### 9.3 Judicial and Official Appearance Leave

9.3.1 A unit member covered by this Agreement may be granted, with compensation, leave for the purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member. The district is required to officially document this leave; therefore, unit members are required to provide the official certificate of attendance from the court.

### 9.4 Personal Leave

9.4.1 A unit member covered by this Agreement, may be granted a non-compensated personal leave of absence, by the District, for reasons not enumerated elsewhere in this Agreement. Unit members granted a personal leave of absence shall be permitted to participate in the District insurance program at their expense as provided in the District master insurance contract.

### 9.5 Personal Necessity Leave

9.5.1 A unit member covered by this Agreement who has sufficient accumulative sick leave credit, shall be granted compensated leave for circumstances that are serious in nature which cannot be expected to be disregarded, which necessitate immediate attention, and which cannot be dealt with during off-duty hours. Examples of Personal Necessity Leave may include:

- Death or serious illness of a member of the unit member's immediate family.
- Accident involving the person or property of the unit member, or the person or property of the unit member's immediate family.
- Doctor/dental appointments for immediate family

9.5.2 An immediate family member shall be limited to spouse, registered domestic partner as defined by law, parent, step-parent, child, step-child, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, step-brother, sister, step-sister, grandparent, or a grandchild of the unit member or of the spouse or registered domestic partner as defined by law, or any relative living in the immediate household of the unit member. Additionally, this leave may be used due to the death of an individual who lived in the immediate household of the unit member. In unusual circumstances, or for relatives not listed here, the unit member may confer with administration or Human Resources.

9.5.3 Employees covered by this Agreement may utilize seven days personal necessity leave for personal business, as defined above.

#### 9.6 No Tell/Reason Leave

9.6.1 A unit member covered by this Agreement who has sufficient accumulative sick leave credit, shall be granted compensated leave for circumstances that are not covered under other sections of leave.

9.6.2 Employees covered by this Agreement may utilize two (2) days of No Tell leave per school year.

#### 9.7 Sick Leave

9.7.1 Pursuant to Education Code 44978, a unit member covered by this Agreement working five (5) days per week for a full contract year, shall be annually entitled to ten (10) full compensated days leave of absence for illness, or injury. Unit members working less than full-time shall be entitled to sick leave in the same ratio that their employment bears to full-time employment.

9.7.2 Pursuant to Education Code 44977, a unit member who has exhausted all accumulated sick leave credit and continues to be absent from service, shall have the amount paid to a substitute or, if no substitute employee was employed, the amount that would have been paid to the substitute, had they been employed, deducted to fill a unit member's position, for a period not to exceed five (5) continuous school months, i.e., one hundred (100) days. However, the amount deducted shall not exceed fifty percent (50%) of the unit member's regular salary for the days of absence (per diem rate). In order to qualify for differential pay, a unit member covered by this Agreement shall provide the District with a physician's verification. The unit member shall first utilize all accumulated sick leave credits and advance sick leave credit. Only one increment of differential pay shall be allowed for any single and continuous illness absence that extends into the next school year.

9.7.3 Upon reasonable belief of abuse of sick leave, the District may request the unit member to provide verification of illness/injury from a health professional.

## 9.8 Parental Leave

9.8.1 Pursuant to Education Code 44977.5, during each school year, a unit member may use sick leave for purposes of parental leave for a period of up to twelve (12) work weeks. Pursuant to Education Code 44977, a unit member who has exhausted all accumulated sick leave credit and continues to be absent from service, shall have the amount paid to a substitute or, if no substitute employee was employed, the amount that would have been paid to the substitute, had they been employed, deducted to fill a unit member's position, for a period not to exceed twelve (12) work weeks. However, the amount deducted shall not exceed fifty percent (50%) of the unit member's regular salary for the days of absence (per diem rate).

9.8.2 The twelve (12) work week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.

9.8.3 A unit member shall not be provided more than one (1) twelve-week period for parental leave during any twelve (12) month period.

9.8.4 Federal requirements for parental leave shall run concurrently with state requirements for parental leave taken pursuant to Government Code section 12945.2. The aggregate amount of parental leave under this Article and Section 12945.2 of Government Code shall not exceed twelve (12) work weeks in a twelve (12) month period.

9.8.5 Notwithstanding Government Code 12945.2(a), a unit member is not required to have one thousand, two hundred fifty (1,250) hours of service with the District during the previous twelve (12) month period in order to take parental leave. However, the unit member must have been employed by the District for at least twelve (12) months prior to the beginning of the parental leave.

9.8.6 Parental leave means leave for reasons of the birth of a child of the unit member or placement of a child with the unit member in connection with adoption or foster care of the child by the unit member.

**ARTICLE X  
GRIEVANCE AND ARBITRATION**

10.0 Definitions

10.0.1 Grievance. shall mean an alleged violation, misapplication, or misinterpretation of a specific provision of this Agreement. This grievance procedure shall not be used to challenge or change policies, regulations or procedures of the District which are not included in this Agreement.

10.0.2 Grievant. shall mean an employee covered by this Agreement filing a grievance, or the Association. In a case of multiple grievance claims on the same issue with similar circumstances, the grievances shall be consolidated when it is reasonable to do so.

10.0.3 Representative. shall mean any Association representative selected by the Association to assist the employee in presenting and processing the claimant's grievance. An immediate supervisor with whom a grievance is filed may also choose a representative to assist in processing a grievance.

10.0.4 Association. shall mean the employee organization recognized by the Board of Trustees as the exclusive representative for the unit of employees covered by this Agreement.

10.0.5 Days. shall mean any day on which the central administrative offices of the District are open for business. Since it is important that grievances be processed as rapidly as possible, time limits at each level should be considered maximum. They may be extended by mutual agreement, however.

10.0.6 Immediate supervisor. shall be the first level administrator having immediate jurisdiction over the grievant, and who has been designated to adjust grievances.

10.0.7 District grievance form. shall mean a District-provided form completed in writing by the grievant.

10.1 General Provisions

10.1.1 The purpose of the procedure is to attempt to secure equitable solutions to grievances. All parties agree that these proceedings will be kept confidential between the parties to this agreement.

10.1.2 The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance.

10.1.3 Nothing contained herein will be construed as limiting the right of a grievant to discuss a grievance informally with his immediate supervisor, to have the grievance adjusted, prior to Level II, without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. Any proposed resolution at Levels I or II shall not be agreed upon by the District until the Association has been provided a copy and allowed an opportunity to respond.

10.1.4 The filing of a grievance shall not reflect unfavorably upon the grievant, or upon the supervisor with whom it may be filed. Neither party shall take reprisals against the other or against any participant in the grievance process.

10.1.5 The grievant and the immediate supervisor shall have the right to include in the grievance hearings such witnesses as they deem necessary to develop facts pertinent to the grievance.

These names shall be made available to both parties upon request. Such witnesses shall be in addition to the representative of either party.

10.1.6 Although a specific time period is provided for administrative decisions at each level of the grievance procedure, it is recognized that multiple grievance claims must be processed in a sequential manner. Consequently, at each level of the procedure, grievance claims shall be assigned consecutive numbers, based upon the time and date on which written grievances are received. Administrative personnel shall process such number grievances in a sequential manner, following a pattern that first filed will be considered.

Regardless of specific time periods provided for decisions at the various levels of this procedure, administrative personnel shall not be required to consider more than one grievance claim per day.

## 10.2 Informal Procedure LEVEL I

10.2.1 The grievant shall notify the immediate supervisor of the grievance within fifteen (15) days of the act or omission giving rise to the grievance. Within five (5) days of the notification, the grievant and the immediate supervisor will meet and attempt to resolve the grievance.

## 10.3 Formal Procedure LEVEL II

10.3.1 If the grievance is not resolved, within five (5) days of the Level I meeting, the grievant may present the grievance in writing on a District-provided form to the immediate supervisor.

10.3.2 This District form shall contain a clear, specific, and concise statement of the grievance, the date of the alleged violation, the circumstances and individuals involved, and the specific remedy sought. The grievance shall list the article and section alleged to have been violated.

10.3.3 The immediate supervisor shall communicate a decision and the reasons therefore to the grievant in writing within ten (10) days after receiving the written grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

10.3.4 Within the above time limits, either party may request a personal conference to discuss the grievance. Either the grievant or the immediate supervisor may have a conferee present at such a conference.

#### 10.4 Formal Procedure LEVEL III

10.4.1 If the grievant is not satisfied within ten (10) days of the Level II meeting, the grievant must present the grievance in writing to the superintendent/designee together with a written statement of why he/she disagrees with the immediate supervisor's response at Level II. The superintendent/designee shall communicate a decision and the reasons therefore to the grievant in writing within ten (10) days after receiving the written grievance. If the superintendent/designee does not respond within the time, the grievant may appeal to the next level. Either party may request a meeting at Level III within the ten (10) day period.

#### 10.5 Formal Procedure LEVEL IV

10.5.1 If the Association is not satisfied with the decision at Level III, the Association may within ten (10) days of the conclusion of Level III, submit a request in writing to the Superintendent for arbitration of the dispute. The Association and the District shall attempt to agree upon an arbitrator, provided that the parties may mutually agree to attempt resolution via mediation as an intermediate step prior to proceeding to arbitration. If the matter is not resolved via mediation, the Association shall have ten (10) days from the conclusion of the mediation to submit a written request for arbitration to the superintendent/designee. If no agreement on an arbitrator can be reached, the parties shall request the California State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools who reside in the Southern California area and who are members of the National Academy of Arbitrators. Each party shall alternately strike a name until only one name remains. The first strike shall be determined by lot. The remaining panel member shall be the arbitrator.

10.5.2 The fees and expenses of the arbitrator and the hearing shall be borne equally by the parties. All other expenses, including fees for witnesses and conferees, shall be borne by the party incurring them. Only witnesses and representatives considered vital to the hearing process, as determined by the arbitrator, shall be present at the hearing.

10.5.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each level.

10.5.4 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, within thirty (30) calendar days to all parties the written findings he/she has prepared. The decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issue submitted. The decision of the arbitrator shall be binding on the parties, provided that both parties shall retain the right to seek judicial review of the decision as provided in Code of Civil Procedure.

## 10.6 Limitations on the Authority of the Arbitrator

10.6.1 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in written briefs.

10.6.2 The arbitrator shall not have authority, nor shall he consider it his function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction.

10.6.3 The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law. Defenses and Arbitrability Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable. If there is a question of grievance arbitrability, it will be decided by the arbitrator. The Association and the District shall retain all rights they have under law to pursue issues relating to arbitrability of a grievance.

## 10.7 Time Limits

10.7.1 If a grievance is not processed by the grievant or Association in a timely manner in accordance with the time limits set forth in this article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next level.

## 10.8 Association Member Leave

10.8.1 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, he/she will be released without loss of pay or leave time in order to permit participation in the foregoing activities. Any employee who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right. The Association shall provide the District with a witness list in advance of the hearing to allow the District to arrange for substitute

coverage for Association witnesses.

## **ARTICLE XI CLASS SIZE**

11.0 The allocated ratio of teachers to regular program students in the District shall not exceed 1 to 32. In the event an individual class exceeds a ratio of 1 to 32 for fifteen (15) consecutive school days, the Principal shall meet with the teacher involved and shall prepare a plan of options, to be approved by the Superintendent, which shall include at least one or more of the following:

11.0.1 Employment of additional instructional personnel or instructional aide personnel.

11.0.2 Redistribution of students to meet the 1 to 32 ratio.

11.0.3 Increase of instructional materials and supplies.

11.0.4 Options acceptable to the teacher and the superintendent.

11.0.5 Classroom Teachers with classes over the 32:1 class size limit will be compensated at the rate of \$10 per day, per student, based on the average attendance monthly enrollment. Administration will, to the best of their ability, distribute students evenly among the grade level(s).

11.1 The caseloads of special education teachers shall not exceed the following:

11.1.1 Specialized Academic Instruction: 28 students.

11.1.2 Speech/Language: 55 students.

11.2 The class size of special education teachers shall not exceed the following:

11.2.1 Pre-School Mild/Moderate: 10 students.

11.2.2 Pre-School Moderate/Severe: 8 students.

11.2.3 TK-8 Mild/Moderate: 17 students.

11.2.4 TK-8 Moderate/Severe: 12 students.

11.3 In the event caseloads exceed agreed upon ratios, the District will meet with the principal and teacher/specialist involved and shall prepare a plan of options, to be approved by the Superintendent, which shall include at least one or more of the following:

11.3.1 Employment of additional instructional personnel or instructional aide personnel.

11.3.2 Redistribution of students to meet the agreed upon ratio.

11.3.3 Increase of instructional materials and supplies.

11.3.4 Options acceptable to the teacher and the superintendent.

11.4 Employees covered by the Agreement shall be allocated based on estimated enrollments and when actual enrollment is known, the District shall adjust the number of employees assigned to conform with 11.0 and 11.1, above.

11.5 Class size at the middle school level may vary from the above numbers in order to provide for preparation periods. The average class size for the middle school level shall not exceed 34, so as to accommodate flexible scheduling and preparation periods. There shall be no limit on music and P.E. classes at the middle school level; however, if a music or P.E. class exceeds 50 students, an instructional aide shall be provided.

11.6 In the event of a teacher's absence, and there is no available substitute, the students shall be distributed among those teachers present. The district provided substitute daily rate of pay shall be distributed equally among the teachers taking the extra students.

#### 11.7 Combo Classes

11.7.1 Classes containing a combination of grades shall be allocated the class size limit first, prior to the other single-grade level classes.

11.7.2 New enrollments shall be added to single-grade classes first, until class size limits are reached.

11.7.2.1 This provision does not apply to electives at the middle school.

**ARTICLE XII**  
**SAFETY CONDITIONS OF EMPLOYMENT**

12.0 The District, insofar as possible, will provide a safe environment for unit members. Any District guidelines for safety shall be provided to unit members.

12.1 Unit members shall report any assault, unsafe, or unhealthy conditions directly to their supervisor. The District shall conduct an investigation of unit member reports and take appropriate measures as soon as possible. The unit member shall be informed by the principal or designee of the progress of the investigation within three (3) calendar days and of action taken when the investigation is completed.

12.2 Repairing or Replacing Employee Property

12.2.1 The District shall reimburse a unit member up to \$300 for each incident, for any reasonable loss, damage, or destruction of personal property of the unit member while on duty, on school property, or on a school-approved activity, if not covered by insurance, and which is not caused by the unit member's own negligence or carelessness. The value shall be determined by the unit member and the District, upon submission of appropriate verification of the circumstances leading to the loss. For purposes of this section, personal property includes items such as glasses, personal books, watches, or articles of clothing.

12.3 When possible, maintenance or repair to the classroom will be accomplished at a time that takes instructional considerations into account.

12.4 School site Student Discipline Rules shall be provided to all unit members.

12.4.1 Unit members shall not administer corporal punishment to students. Corporal punishment is the willful infliction of physical pain on a student. A unit member, during the performance of his/her duties, may exert force that is reasonable and necessary only: a) to quell a disturbance threatening physical injury to persons; b) for purposes of self defense; or c) to obtain possession of a weapon or other dangerous object in the control of the student.

12.4.2 By using the teacher/referral/suspension form (Appendix F), a teacher may suspend any student from class, for any acts enumerated in California Education Code Section 48900, for the day of the suspension and the following day (referenced in California Education Code Section 48910). The teacher shall immediately report the suspension to the principal of the school and send the student to the principal or the designee of the principal for appropriate action. If the action requires the continued presence of the student at the school site, the student shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the student to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The student shall not be returned to the

class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

12.4.3 A student suspended from a class shall not be placed in another regular class during the period of suspension. However, if the student is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the student was suspended.

12.4.4 A teacher may also refer a student, for any of the acts enumerated in California Education Code 48900, to the principal or the designee of the principal for consideration of a suspension from school.

12.5 Unit members and their supervisors shall, in accordance with Education Code section 44014, promptly report any incident of an attack, assault, or menace by any student upon a school employee to appropriate law enforcement authorities.

## **ARTICLE XIII EVALUATION**

### 13.0 General Provisions (all evaluation forms referred to in this article are found in Appendix G).

13.0.1 The District and unit members shall follow evaluation procedures as set forth in the provisions of this article.

13.0.2 Only procedural violations, not the content of the evaluation, shall be subject to the grievance procedure.

13.0.3 Evaluation of unit members shall be the responsibility of an assigned site administrator. Evaluation of itinerant teachers shall be the responsibility of an assigned Administrator.

13.0.4 Evaluations and formal observations shall be recorded on standardized forms prior to conferencing with the teacher.

13.0.5 Course of study/lesson plans are essential to effective education and shall be maintained and shall be available. These can be used to measure what has and will be taught, can be used as part of an effective evaluation, and can help provide continuity in the absence of the teacher.

### 13.1 Planning Phase

13.1.1 Unit members shall receive written information from their site administrator(s) on District Mission and Goals, performance standards [for teachers, California Standards for the Teaching Profession (CSTP)], and evaluation/observation criteria and forms within forty (40) instructional days (days when students are present).

13.1.2 Unit members shall meet with their evaluator to establish one-to-three (1-3) goals as related to their assignment and professional growth using standards and self-assessment. Such goals shall be completed in writing within sixty (60) instructional days (days when students are present), documented on Form A. Both evaluator and unit member shall sign and retain a copy of these goals.

13.1.2.1 If an administrator observes there is one or more than one CSTP that may not be met, based on current or past observation, the administrator will hold a conversation with the unit member listing those concerns. The concerns shall be included in the jointly developed goals, as stated above.

### 13.2 Observation Phase

13.2.1 Each Probationary/Intern/Temporary unit member shall be observed in the performance of the unit member's assignment by their evaluator at least two (2) times

during the school year. The first observation shall take place within eighty (80) instructional days.

13.2.1.1 A Pre-Observation Form B shall be provided to the unit member to be completed and returned to the site administrator prior to the formal observation of the unit member.

13.2.2 Each permanent unit member shall be observed in the performance of the unit member's assignment by their evaluator at least one (1) time during the school year in which they are receiving a formal evaluation. The required observation shall take place within one hundred twenty (120) instructional days.

13.2.2.1 A Pre-Observation Form B shall be provided to the unit member to be completed and returned to the site administrator prior to the formal observation of the unit member.

13.2.3 A written observation report Form C shall be given to the unit member and a follow-up conference shall be held within ten (10) instructional days of the formal observation.

### 13.3 Performance Improvement Phase

13.3.1 Should formal/informal observations indicate performance below the established District standards, the evaluator shall provide the unit member, during the follow-up conference, written notice of any deficiency documented on Form D. Such written notice shall include, but not be limited to:

13.3.1.1 Statement of specific improvement needed.

13.3.1.2 Specific suggestions for improvement.

13.3.1.3 Suggested resources the unit member may use.

13.3.1.4 Suggested teaching strategies and any other strategies that will benefit the unit member.

13.3.1.5 Timeline for accomplishing the correction of the deficiency.

13.3.1.6 Tentative timeline for a future conference and additional written observations.

13.3.2 This section does not preclude an administrator discussing informal observations.

13.3.3 Unit members may request assistance from their evaluator. Assistance may include release time for the unit member to observe or consult with other unit members, mentor

teacher time or other peer/administrative support and assistance, as well as specific techniques to be used.

13.3.4 In accordance with the timeline established at the follow-up conference, at least one more observation and conference shall be held with any correction of deficiencies noted in writing.

#### 13.4 Evaluation Phase

13.4.1 The unit member's evaluator shall prepare, no later than twenty (20) instructional days prior to the last school day, a formal written evaluation Form E, which shall be presented to the unit member for review.

13.4.1.1 Within ten (10) instructional days of receipt of the written evaluation a conference shall be held between the evaluator and the evaluatee for the purpose of discussing the evaluation.

13.4.2 The evaluation shall be signed by both parties. The signature of the unit member does not indicate agreement with the contents of the evaluation, only that the unit member has received a copy of the evaluation.

13.4.3 Evaluations shall be prepared by the evaluator on the basis of the performance of the unit member in the unit member's assignment.

13.4.4 Probationary unit members shall receive a formal written evaluation at least once each school year.

13.4.5 Permanent unit members shall receive a formal written evaluation at least once every other school year.

13.4.5.1 Permanent unit members who have served in the District for more than ten (10) years and have received their last evaluation in permanent status indicating they meet standards shall be evaluated at least once every five (5) years.

13.4.6 If the unit member has received an overall Does Not Meet Standards evaluation, the unit member shall be annually evaluated until the unit member achieves a Meets Standards/Making Satisfactory Progress Towards Meeting Standards evaluation or is separated from the District.

13.4.7 The unit member shall be offered the opportunity to attach written objections and clarifying or supportive statements to the written evaluation within ten (10) instructional days of the date of the conference before the evaluation is placed in the unit member's personnel file.

#### 13.5 Evaluation Committee

13.5.1 An Evaluation Form Committee made up of four (4) Association members, two (2) District site administrators and one (1) District Office administrator will meet for the purpose of reviewing the teacher evaluation process and making necessary changes at least once every three (3) years.

13.5.2 Until the committee reaches an agreement on any changes, the current District forms stay in place. The California Standards for the School Counselling Profession (by CASC) shall replace the California Standards for the Teaching Profession on the planning, observation and evaluation tools when a school counselor is being evaluated. As revisions of California Standards for the Teaching Profession and/or California Standards for the School Counselling Profession become available, the forms will be updated without the Evaluation Form Committee convening and provided to and approved by the negotiating team the school year prior to use.

**ARTICLE XIV**  
**ASSIGNMENT, REASSIGNMENT, TRANSFER AND VACANCIES**

14.0 Definitions

14.0.1 Assignments. The grade-level and/or subject matter to be taught and/or service to be provided at assigned school site(s) or location(s).

14.0.2 Dissolvement of Position. Elimination of a job position.

14.0.3 District Seniority as Applied to Transfer and Reassignment. First date of paid certificated probationary service under contract with the district.

14.0.3.1 District seniority applies to site situations, grade level situations, department situations, and classification situations.

14.0.3.2 After a separation (most commonly, resignations and terminations) from the district any re-employment in the district may create a new hire/seniority date as defined in Education Code.

14.0.3.3 In most circumstances, Board approved leaves are not considered separations from the district and the original seniority date is retained.

14.0.4 Enrollment Adjustment. Elimination or creation of a classroom based upon student enrollment numbers.

14.0.5 Involuntary. A district-directed or site-directed reassignment or transfer.

14.0.6 Preference Form. A site form which shall be provided to unit members that solicits input regarding their interests for assignments for the following school year.

14.0.7 Position. A category or classification of a service provided in the district.

14.0.8 Reassignment. A change in current assignment within a school site or location during the school year.

14.0.8.1 A reassignment may occur at any time within the school year.

14.0.9 School Year. July 1 – June 30.

14.0.10 Trade. A voluntary teacher-initiated exchange of positions between unit members which is mutually agreed upon by the unit members and administrator(s) by July 1 before the start of a school year.

14.0.11 Transfer. An assignment to a new school site or location.

14.0.12 Vacancy. An assignment that does not have a unit member assigned.

14.0.13 Voluntary. A reassignment or transfer mutually agreed upon by the unit member and the site or district.

## 14.1 Process

### 14.1.1 General Process Guidelines

#### 14.1.1.1 Unit Member Input

14.1.1.1.1 The district shall provide unit members with a District Interest Form no later than March 15. Unit members shall provide the following information to the district:

14.1.1.1.1.1 Their intent for returning to work in the district in the following school year.

14.1.1.1.1.2 Any requests for a change of sites/locations.

14.1.1.1.1.3 The District Interest Form shall be returned to the district by April 1 of the current school year.

14.1.1.1.1.4 This District Interest Form is not the Notice of Reemployment/Contract, due by June 30.

14.1.1.1.2 The site administrator shall provide unit members with a Site Assignment Preference Form no later than April 1.

14.1.1.1.2.1 Certificated unit members who provide service as a classroom teacher shall submit a signed and dated Site Assignment Preference form to the site administrators by April 15 of the current school year.

14.1.1.1.2.2 Certificated unit members may also provide optional information to their site administrators on interests for assignments for the following school year, and other information, as listed on the form.

14.1.1.1.2.3 The Site Assignment Preference Form is shown in Appendix H of this document.

14.1.1.1.3 If changes in assignments are requested or needed, then a verbal conversation (in-person or virtual) shall take place between the unit member and site administrator.

14.1.1.2 See the Appendix H for Assignments, Reassignments, Transfers, Vacancies Flow Chart for a graphic representation of this process.

#### 14.1.2 Assignments, Trades, Combo Class Creation for the Upcoming School Year

14.1.2.1 An assignment for the upcoming school year is not a reassignment.

14.1.2.2 Assignments for the upcoming school year will be determined in the following order:

14.1.2.2.1 Student enrollment & district positions allocated to the site.

14.1.2.2.2 Any unit member, involuntarily transferred within three years, shall be offered an available position at the previous site, not necessarily previous grade level.

14.1.2.2.2.1 The Involuntary Transfer List shall be maintained by the District Office. The list shall be organized by site and in order of District Seniority.

14.1.2.2.2.2 Unit members shall remain eligible for such consideration for three school years following the date assigned to the involuntary transfer position.

14.1.2.2.3 Requests to transfer made on the district intent form (notice will be sent to all teachers via district email).

14.1.2.2.4 If an involuntary transfer is necessary, the least senior teacher(s) at the site, based on the District Seniority List, with the appropriate credential for the vacancy(ies) shall be the one involuntarily transferred.

14.1.2.2.5 Site administrator determines site grade level positions based upon student enrollment.

14.1.2.2.5.1 Review of the Site Assignment Preference forms for Upcoming School Year Assignment and preliminary conversations with unit members.

14.1.2.3 After proposed assignments are determined, the administrator(s) shall hold structured conversations with all unit members who may receive a change in assignment regarding:

14.1.2.3.1 The rationale for assignment.

14.1.2.3.2 Unit member strengths related to the assignment.

14.1.2.3.3 Types of support offered, as needed, or requested.

14.1.2.3.4 A unit member may request an association representative to be present at the meeting.

14.1.2.4 After assignments have been determined by the administrator for the upcoming school year, administrators shall share the assignments via school email with site unit members no later than two weeks prior to the last student instructional day.

14.1.2.5 Trades can occur no later than July 1.

14.1.2.5.1 Unit members wishing to trade need mutual agreement by both unit members and administrators.

14.1.2.5.2 A trade does not preclude a unit member from potential enrollment adjustments.

14.1.2.6 Creation of combo classes

14.1.2.6.1 If combo classes are necessary, volunteers shall be sought first.

14.1.2.6.1.1 If a teacher volunteers for a combo class, they will be granted the assignment.

14.1.2.6.1.2 If there are no volunteers, administration will have conversations with teachers being considered for the assignment.

14.1.2.6.1.3 Teachers will not be required to serve as the combo teacher for one year following their assignment as a combo teacher.

14.1.3 Vacancy, Enrollment Adjustment, Combo Class Creation (Includes Voluntary and Involuntary Reassignments and Transfers)

14.1.3.1 A vacancy may occur at any time during a school year due to necessary enrollment adjustments that may require a voluntary or involuntary reassignment or transfer or the assignment of a new hire.

14.1.3.2 All vacancies will be filled in the following manner:

14.1.3.2.1 Any unit member, involuntarily transferred within three years, shall be offered an available position at the previous site, not necessarily previous grade level.

14.1.3.2.1.1 The Involuntary Transfer List shall be maintained by the District Office. The list shall be organized by site and in order of

District Seniority.

14.1.3.2.1.2 Unit members shall remain eligible for such consideration for three school years following the date assigned to the involuntary transfer position.

14.1.3.2.2 Offer the position to any unit member previously involuntarily reassigned, within the school year, the opportunity to return to original grade level at the site.

14.1.3.2.2.1 Unit members shall remain eligible for such consideration for the school year in which they were involuntarily reassigned.

14.1.3.3 If the vacancy is not filled with 14.1.3.2.1 and 14.1.3.2.2:

14.1.3.3.1 Enrollment adjustment is needed at a site, which could include the creation of a combo class (class closure).

14.1.3.3.1.1 Volunteers, with the appropriate credentials, shall be sought from the affected grade level.

14.1.3.3.1.2 If there is a volunteer, that unit member will be voluntarily reassigned or transferred.

14.1.3.3.1.3 If there is more than one volunteer from the affected grade level, the volunteer with the most District Seniority shall be accepted.

14.1.3.3.1.4 If there is no volunteer, a unit member will be involuntarily reassigned or transferred.

14.1.3.3.1.4.1 The least senior member, based on the District Seniority List, at the school site with the appropriate credential will be involuntarily transferred to the available position.

14.1.3.3.1.4.1.1 Exceptions on who is considered the least senior may occur for unit members previously involuntarily transferred within the last three years.

14.1.3.3.1.4.2 The least senior member, based on the District Seniority List, in the affected grade level(s)/department(s) with the appropriate credential will be involuntarily reassigned to the available position.

14.1.3.3.1.4.3 If there is more than one affected unit member, the unit member with the most District Seniority shall be given the option of the reassignment or transfer.

14.1.3.3.2 Enrollment adjustment is not needed at a site therefore a new position is required.

14.1.3.3.2.1 The district shall seek volunteers through a district email announcement. Unit members shall have two days to respond via email.

14.1.3.3.2.1.1 Site volunteers will be considered first.

14.1.3.3.2.1.1.1 Administration will review Preference Forms of site volunteer(s) and impacted level/department.

14.1.3.3.2.1.1.1.1 Upon reviewing Preference Forms, administrator will meet with each volunteer.

14.1.3.3.2.1.1.1.2 After meeting with volunteers, consideration will be made regarding grade level and students, the administrator will determine the most appropriate fit for the position.

14.1.3.3.2.1.1.1.3 If volunteers are accepted, the unit member shall be reassigned.

14.1.3.3.2.1.1.1.4 If volunteers are not accepted, the unit member shall be notified and receive a reason in writing within 3 (three) days of the denial.

14.1.3.3.2.1.1.1.5 In the event a site volunteer is not selected, administration will review district-wide volunteers.

14.1.3.3.2.1.1.2 District-wide volunteers will be considered next.

14.1.3.3.2.1.1.2.1 Administration will review Preference Forms of district-wide volunteer(s) and impacted grade level/department.

14.1.3.3.2.1.1.2.1.1 Upon reviewing Preference Forms, administrator will meet with each volunteer.

14.1.3.3.2.1.1.2.1.2 After meeting with volunteers, consideration will be made regarding grade level and students, the administrator will determine the most appropriate fit for the position.

14.1.3.3.2.1.1.2.1.3 If volunteers are accepted, the unit member shall be transferred.

14.1.3.3.2.1.1.2.1.4 If volunteers are not accepted, the unit member shall be notified and receive a reason in writing within 3 (three) days of the denial.

14.1.3.3.2.1.1.2.1.5 In the event a district volunteer is not selected, administration will post the position outside the district.

14.1.3.3.2.1.1.3 If no volunteers are accepted, a new hire will be assigned.

## 14.2 Support and Assistance for Transfers, Reassignments, and Assignments

### 14.2.1 Transfers

14.2.1.1 Teachers assigned to a new grade level shall be allocated \$200 of district or site funding to be used for grade-level-specific classroom supplies or materials.

14.2.1.2 When a unit member is to be transferred during the student instructional year, and after the class has been disbanded, the unit member being transferred shall be provided a substitute for up to two (2) days or two (2) days of pay at the daily substitute rate for the personal time required to move, prepare, and organize their classroom environment and materials. The District shall provide assistance in moving boxed material whenever a unit member is transferred.

14.2.1.3 When a unit member is to be transferred over the summer, the unit member being transferred shall be provided two (2) days of pay at the daily substitute rate for the personal time required to move, prepare, and organize their classroom environment and materials. The District shall provide assistance in moving boxed material whenever a unit member is transferred.

14.2.1.4 Once the unit member is notified of the move, every attempt will be made for the unit member to seamlessly integrate into the new school by allowing them to participate in all professional development/collaboration meetings.

14.2.1.5 Reasonable access to campus(es), including weekends, shall be provided to the unit member, if requested. If transferred over the summer, the summer hours shall be communicated to the unit member in advance.

#### 14.2.2 Reassignments

14.2.2.1 Teachers shall be allocated \$200 of district or site funding to be used for grade-level-specific classroom supplies or materials.

14.2.2.2 When a unit member is to be reassigned during the student instructional year, and after the class has been disbanded, the unit member being reassigned shall be provided a substitute for up to two (2) days or two (2) days of pay at the daily substitute rate for the personal time required to move, prepare, and organize their classroom environment and materials. The District shall provide assistance in moving boxed material whenever a unit member is reassigned.

14.2.2.3 When a unit member is to be reassigned over the summer, the unit member being reassigned shall be provided two (2) days of pay at the daily substitute rate for the personal time required to move, prepare, and organize their classroom environment and materials. The District shall provide assistance in moving boxed material whenever a unit member is reassigned.

14.2.2.4 Once the unit member is notified of the change, every attempt will be made for the unit member to seamlessly integrate into the new grade level/department by allowing them to participate in all professional development/collaboration meetings.

14.2.2.5 Reasonable access to campus(es), including weekends, shall be provided to the unit member, if requested. If reassigned over the summer, the summer hours shall be communicated to the unit member in advance.

#### 14.2.3 Assignments

14.2.3.1 Teachers assigned to any new grade level shall be allocated \$200 of district or site funding to be used for grade-level-specific classroom supplies or materials.

14.2.3.2 Reasonable access to campus(es), including weekends, shall be provided to the unit member, if requested. If reassigned over the summer, the summer hours shall be communicated to the unit member in advance.

#### 14.3 Dissolvement of a Position

14.3.1 If a position needs to be dissolved, a reassignment or transfer may be necessary,

based on the processes listed above.

14.3.2 Unit members will be given the choice of any vacancies available in the District.

14.3.2.1 If there is more than one unit member, the unit member with more District Seniority will select the vacancy first.

#### 14.4 Elimination of a Job Classification

14.4.1 If a job classification is eliminated, a reassignment or transfer may be necessary, based on the processes listed above.

14.4.2 Unit members will be given the choice of any vacancies available in the district.

14.4.2.1 If there is more than one unit member, the unit member with more District Seniority will select the vacancy first.

#### 14.5 Reentry to a Certificated Unit Member Position

14.5.1 An administrator in the District may be reentered to a Certificated Unit Member position, based on the current Education code.

14.5.2 The unit member will be given the choice of any vacancies available in the District.

14.5.2.1 If there is more than one unit member, the unit member with more district Seniority will select the vacancy first.

#### 14.6 Seniority Tie-Breaker Criteria

14.6.1 In the event that two (or more) unit members have the same seniority date of paid service, the tie-breaker criteria shall be applied in the following priority order.

##### 14.6.1.1 Credentials

14.6.1.1.1 Clear.

14.6.1.1.2 Preliminary.

14.6.1.1.3 Intern.

14.6.1.1.4 PIP/STSP/Waiver.

##### 14.6.1.2 Additional authorizations/certifications

14.6.1.2.1 B-CLAD.

14.6.1.2.2 CLAD.

14.6.1.2.3 A second credential.

14.6.1.2.4 Credential in progress (enrolled in a program).

14.6.1.2.5 Supplementary credential.

14.6.1.2.6 Added authorizations.

14.6.1.2.7 Program-specific units, classes, or special certification.

#### 14.6.1.3 Experience

14.6.1.3.1 Prior certificated service to the district (prior to seniority date).

14.6.1.3.2 Total years of experience approved credit in a certificated position (as defined in “credit for professional work experience” as defined in the compensation article in the contract).

14.6.1.3.3 Paid service to the district in other positions.

#### 14.6.1.4 Date/time of signing contract

### 14.7 Related Documents

14.7.1 Appendix H of this Agreement contains all related documents pertaining to this article. This includes:

14.7.1.1 Site Assignment Preference Form.

14.7.1.2 Full-size Article 14 Assignments, Reassignments, Transfers, Vacancies Flow Chart.

**ARTICLE XV  
PAYROLL DEDUCTIONS**

15.0 The District and the Association recognize the right of unit members to form, join, and participate in lawful activities of unit member organizations and the equal alternative right of unit members to refuse to form, join, and participate in unit member organizations.

Neither party shall exert pressure to conform to, or to discriminate against, a unit member exercising the membership, participation, or organizational activities rights guaranteed herein.

15.1 The District shall deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the unit member on the District form subject to the following conditions:

15.1.1 Such deduction shall be made only upon submission of the District form to the designated representative of the District duly completed and executed by the unit member.

15.1.2 The District shall not be obligated to implement any new Association monthly dues deduction until the pay period commencing fifteen (15) days or more after such submission.

15.2 Upon appropriate written authorization from the unit member, the District shall deduct from the salary of that unit member and make appropriate remittance for credit union, savings bonds, charitable donations, or other plans or programs which are designated by the unit member, and on file with the District's payroll office.

**ARTICLE XVI**  
**SAVINGS PROVISION**

16.0 If any of the provisions of this Agreement are held to be contrary to law by a final judgment of a court of competent jurisdiction, such provisions will be deemed invalid except to the extent permitted by law; however, all other provisions will continue in full force and effect. In the event of such a court judgment, the parties shall meet within thirty (30) days of a request by either party to negotiate substitute language that is in compliance with the judgment.

**ARTICLE XVII**  
**CONCERTED ACTIVITY**

17.0 It is agreed and understood that there will be no strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

17.1 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by unit members, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

**ARTICLE XVIII**  
**SERVICES FOLLOWING RETIREMENT**

18.0 A unit member who intends to retire may submit a proposal to provide services to the District as an independent contractor following retirement. To be eligible, unit members must have reached age 55, and have served a minimum of 10 years in the Eastside Union School District. Unit members applying for independent contractor service shall submit a letter of application to the District by March 1. If the proposal is approved by the Board, a written agreement shall be prepared setting forth services to be rendered as an independent contractor. Approved applicants shall return the signed agreement, together with a letter of resignation, to be effective June 30. The agreement and resignation shall be submitted within 15 days of Board approval. The independent contractor agreement shall set forth the nature of service to be rendered. The contract shall be on a year-to-year basis and may be renewed upon mutual agreement of the parties. Independent contractor services may include, but are not limited to substitute service, curriculum writing, planning, and conducting in-services, evaluation of instructional materials and textbooks, library services, development of instructional materials, planning and/or supervision of school-sponsored extracurricular activities, assistance to teachers under District direction.

**ARTICLE XIX**  
**NONDISCRIMINATION**

19.0 Neither the District nor the Association shall intentionally discriminate against any unit member on the basis of race, color, creed, age, gender, national origin, marital status, sexual orientation or physical handicap. Neither the Association nor the District shall discriminate against any unit member on the basis of his/her membership in or participation in an employee organization or on the basis of his/her decision not to become a member of or to participate in the activities of an employee organization.

**ARTICLE XX**  
**TEACHER TRAVEL**

20.0 Unless authorized, unit members shall not transport students in private automobiles in the course of their school responsibilities.

20.1 Unit members authorized by the District to use their own automobile and required to drive in the performance of their duties must possess a current and valid California Driver's License and proof of insurance and shall be reimbursed for all such District-directed travel in accordance with Board policy and regulation.

**ARTICLE XXI**  
**RELEASE FROM CONTRACT**

21.0 A unit member who finds it necessary to request to be released from his/her contract shall provide written notice to the Superintendent/designee as soon as the need is known.

21.1 The District shall promptly commence a search for a qualified replacement to assure that the unit member can be released as soon as possible. Unit members shall continue in their positions until services of a qualified replacement or acceptable substitute are obtained.

**ARTICLE XXII**  
**MEDICAL EXAMINATIONS**

22.0 Medical examinations shall be ordered only in accordance with Education Code sections 44839, 49406, 44942 or in the event that the teacher's job performance appears to be impaired by illness. Such examination shall be performed by a physician from a list of physicians maintained by the personnel office. In addition, a teacher at his/her expense, may submit a report from his/her personal physician in conjunction with the report of the District's physician.

22.1 The governing board shall reimburse the employee for the cost, if any, of the examination for tuberculosis. The Board may provide for the examination or establish a reasonable fee for the examination that is reimbursable to unit members complying with this requirement.

**ARTICLE XXIII  
PROCEDURE FOR CONSULTATION**

23.0 The parties recognize and agree that under the Government Code, the Association has the right to consult with the District on district-wide definition of educational objectives, determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under the law.

**ARTICLE XXIV  
PROFESSIONAL GROWTH**

24.0 The following provisions shall apply to those certificated unit members who are required to adhere to the professional growth standards of California Education Code section 44277, et seq.

24.0.1 The District will implement the professional growth program as set forth in the California Education Code and the California Code of Regulations.

24.0.2 By September 30 of each year, the selection process shall begin. Professional growth advisors shall be designated by the District, one of which may be a mentor teacher whose program includes as a part of his/her job description the function of a professional growth advisor.

24.0.2.1 The unit member may select the advisor from the list of advisors provided by the District. An advisor may decline selection by an individual unit member.

24.0.3 The advisor shall return any written communication made by the unit member, normally within ten (10) days of receipt. If the advisor cannot take a positive action on the unit member's written communication, the reasons shall be provided to the unit member in writing.

24.0.4 The requirement for professional growth shall be separate and distinct from the evaluation process pursuant to Education Code section 44660 and Article XIII (Evaluation Procedures) of this Agreement.

24.0.5 College course credits which are earned as part of the professional growth program, and which otherwise meet the District's requirements for salary credit, shall be applied to the unit member's salary in the same manner as other college course credits.

24.0.6 Notwithstanding, the final responsibility for complying with the requirements of this article remains with the individual unit members.

24.1 Professional Growth

24.1.1 The District and ETA agree to implement the Instructional Time and Staff Development Reform Program.

24.1.2 The District and the Association agree to form and implement a Staff Development Days Committee to make recommendations regarding the planning, presentation, evaluation, and budget required for the Instructional Time and Staff Development Reform Program funded by the state.

24.1.3 The Committee will be composed of one teacher from each school chosen by ETA and of District appointees. The number of District representatives shall not exceed the number of ETA representatives. A quorum is not required to transact business.

24.1.4 The Committee will make recommendations regarding the planning of Staff Development Days. Before making recommendations, members will plan and conduct necessary surveys at their sites in order to determine the needs and interests of the site unit members for trainings offered on Staff Development Days.

24.1.5 The Committee will make recommendations regarding the presentations, including subject matter, presenters, grade levels, times, and locations.

24.1.6 The Committee will recommend evaluation procedures for the Staff Development days. The parties agree that implementation of the staff development days should be revenue- neutral to the District. Expenses of the staff development and teacher compensation shall be covered by the funding expressly provided for the purpose of the state. The stipend shall be based upon the daily rate of the teacher and shall be prorated based upon the District's salary and benefit expenses of providing the staff development and the actual receipts from the state for attendance. A teacher must attend a full day to receive a daily stipend. Stipends shall be paid by July 31 for the previous school year. Salary and benefit expenses shall include the cost of funding the attendance of certificated employees not otherwise funded by the state, including music and RSP teachers and any library media teacher positions.

24.1.7 The Committee will review the budget and will verify that it is in fact "revenue neutral."

**ARTICLE XXV**  
**TRANSFER OF STUDENTS**

25.0 Principals shall make a good faith effort to consult unit members prior to transferring a student in or out of a classroom. The primary consideration in transferring a student shall be the needs of the student. This paragraph does not apply to the creation or elimination of a class, or to changes during the first three weeks of school.

**ARTICLE XXVI**  
**ENTIRE AGREEMENT**

26.0 During the term of this Agreement, the District and the Association expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter whether referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. This article does not limit the right of the parties to (1) demand negotiations on matters within the scope of bargaining due to new legislation or current decisions; (2) seek change with respect to a successor contract; or (3) negotiate on mutually agreed upon matters within the scope of bargaining; or (4) mutually agree to meet and confer on issues necessary and pertinent to certificated bargaining unit members, management and administration.

**ARTICLE XXVII  
DURATION**

This Agreement is entered into for the three-year period from July 1, 2024 through June 30, 2027.  
Both parties will have two reopeners, plus compensation and benefits, each year.

**REPRESENTING  
ETA**

**REPRESENTING  
EASTSIDE UNION SCHOOL DISTRICT**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**  
**2023-2024 DISTRICT CONTRIBUTIONS FOR CERTIFICATED EMPLOYEES**  
**HEALTH BENEFITS**

The maximum District health and welfare benefits contribution cap shall be \$15,000.

Medical: CVT - Blue Cross / Kaiser

Dental: Delta Dental Plan

Vision: Keenan (Eye Med)

**APPENDIX B  
CURRENT SALARY SCHEDULES**

Certificated Teacher/Counselor						
Columns			I	II	III	IV
189 Days			BA	MA or BA + 45	MA+15 or BA+60	MA+30 or BA+75
Steps						
1			\$ 60,000	\$ 62,400	\$ 64,896	\$ 67,492
2			\$ 60,000	\$ 62,400	\$ 64,896	\$ 67,492
3			\$ 61,330	\$ 63,783	\$ 66,335	\$ 68,988
4			\$ 63,783	\$ 66,335	\$ 68,988	\$ 71,747
5			\$ 66,335	\$ 68,988	\$ 71,747	\$ 74,617
6			\$ 68,988	\$ 71,747	\$ 74,617	\$ 77,602
7			\$ 71,747	\$ 74,617	\$ 77,602	\$ 80,706
8			\$ 74,617	\$ 77,602	\$ 80,706	\$ 83,934
9			\$ 77,602	\$ 80,706	\$ 83,934	\$ 87,292
10			\$ 80,706	\$ 83,934	\$ 87,292	\$ 90,783
11			\$ 83,934	\$ 87,292	\$ 90,783	\$ 94,415
12			\$ 87,292	\$ 90,783	\$ 94,415	\$ 98,191
13			\$ 90,783	\$ 94,415	\$ 98,191	\$ 102,119
14				\$ 98,191	\$ 102,119	\$ 106,204
15				\$ 102,119	\$ 106,204	\$ 110,452
16-20				\$ 106,204	\$ 110,452	\$ 114,870
21-25					\$ 114,870	\$ 119,465
26-30					\$ 119,465	\$ 124,243

**Annual Stipends**

\$1000: Column IV + 15 with MA (90 units total)

\$2000: Column IV + 30 with MA (105 units total)

\$3000: Column IV + 45 with MA (120 units total)

**Doctorate**

\$2,000

Certificated Support Staff Salary Schedule						
Columns			I	II	III	IV
189 Days			BA	MA or BA + 45	MA+15 or BA+60	MA+30 or BA+75
Steps						
1			\$ 65,000	\$ 67,400	\$ 69,896	\$ 72,492
2			\$ 65,000	\$ 67,400	\$ 69,896	\$ 72,492
3			\$ 66,330	\$ 68,783	\$ 71,335	\$ 73,988
4			\$ 68,783	\$ 71,335	\$ 73,988	\$ 76,747
5			\$ 71,335	\$ 73,988	\$ 76,747	\$ 79,617
6			\$ 73,988	\$ 76,747	\$ 79,617	\$ 82,602
7			\$ 76,747	\$ 79,617	\$ 82,602	\$ 85,706
8			\$ 79,617	\$ 82,602	\$ 85,706	\$ 88,934
9			\$ 82,602	\$ 85,706	\$ 88,934	\$ 92,292
10			\$ 85,706	\$ 88,934	\$ 92,292	\$ 95,783
11			\$ 88,934	\$ 92,292	\$ 95,783	\$ 99,415
12			\$ 92,292	\$ 95,783	\$ 99,415	\$ 103,191
13			\$ 95,783	\$ 99,415	\$ 103,191	\$ 107,119
14				\$ 103,191	\$ 107,119	\$ 111,204
15				\$ 107,119	\$ 111,204	\$ 115,452
16-20				\$ 111,204	\$ 115,452	\$ 119,870
21-25					\$ 119,870	\$ 124,465
26-30					\$ 124,465	\$ 129,243

Annual Stipends

\$1000: Column IV + 15 with MA (90 units total)

\$2000: Column IV + 30 with MA (105 units total)

\$3000: Column IV + 45 with MA (120 units total)

Doctorate

\$2,000

**Eastside Union School District  
 Non-Instructional Unit Member Salary Schedule  
 Effective July 1, 2023**

<u>Position Classification</u>	<u>Work Days</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Speech/Lang Pathologist	189	\$102,921	\$104,712	\$106,534	\$108,387	\$110,273	\$112,192
Speech/Lang Pathologist	195	\$106,363	\$108,214	\$110,096	\$112,012	\$113,961	\$115,944
District School Nurse	189	\$102,921	\$104,712	\$106,534	\$108,387	\$110,273	\$112,192
School Psychologist	189	\$102,921	\$104,712	\$106,534	\$108,387	\$110,273	\$112,192
School Psychologist	203	\$110,726	\$112,653	\$114,613	\$116,607	\$118,636	\$120,701

# APPENDIX C CURRENT SCHOOL CALENDAR

Board Approved: 03.20.2024  
ETA Ratified: 03.14.2024

EASTSIDE UNION SCHOOL DISTRICT  
2024-2025 Calendar

Updated: 03.05.2024  
(Joint: Elementary & Middle Schools)

Mo.	M	T	W	R	F	M	T	W	R	F	M	T	W	R	F	M	T	W	R	F	M	T	W	R	F	Instr. Days	Legal Ref.	Cont. Days
Jul	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31			0	1	0
Aug						PD	TOUR	BU	DC/MD	MD	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	17	0	20
Sep	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27						20	1	20
Oct	1	2	3	4	5	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		22	0	22	
Nov						WD				PC/MD	PC	PO	PL		18	19	20	21	22	25	26	27	28	29		11	3	14
Dec	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31			15	2	15	
Jan						OPD	OPD	OPD	PO	PL	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	14	2	16
Feb	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28						18	2	18
Mar	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31					19	0	20
Apr	1	2	3	4	5	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30			16	0	16	
May	1	2	3	4	5	8	9	10	11	14	15	16	17	18	19	22	23	24	25	28	29	30			20	1	20	
Jun	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30				8	1	8	
<b>TOTALS</b>																							180	13	169			

Code	Legal Holiday Ed. Code Sec. 31720	Date
4	Legal Holiday Ed. Code Sec. 31720	Jul 4
1	Independence Day	Sep 2
2	Labor Day	Nov 11
3	Veterans' Day	Nov 28
4	Thanksgiving	Nov 28, 00s
5	Thanksgiving Holiday	Dec 24, 00s
6	Minimum Day For All Students	Dec 25
7	Optional Professional Dev.	Jan 1
8	Parent Conferences	Jan 20
9	District Lead Professional Dev.	Feb 14, 00s
10	Teacher Collab. & Planning	Feb 17
11	Teacher Minimum Day & Minimum Day For Students	May 26
12	Teacher Orientation Day	Jun 19
13	Wellness Day	Jun 19

Code	Legal Holiday Ed. Code Sec. 31720	Date
14	Legal Holiday Ed. Code Sec. 31720	Jul 1 - Aug 7
15	Summer Break	Nov 20-29
16	Fall Break	Dec 23 - Jan 10
17	Winter Break	Apr 14-21
18	Spring Break	Jun 12-30
19	Summer Break	All days in yellow & green

Code	Legal Holiday Ed. Code Sec. 31720	Date
20	Legal Holiday Ed. Code Sec. 31720	Jul 4
21	Independence Day	Sep 2
22	Labor Day	Nov 11
23	Veterans' Day	Nov 28
24	Thanksgiving	Nov 28, 00s
25	Thanksgiving Holiday	Dec 24, 00s
26	Minimum Day For All Students	Dec 25
27	Optional Professional Dev.	Jan 1
28	Parent Conferences	Jan 20
29	District Lead Professional Dev.	Feb 14, 00s
30	Teacher Collab. & Planning	Feb 17
31	Teacher Minimum Day & Minimum Day For Students	May 26
32	Teacher Orientation Day	Jun 19
33	Wellness Day	Jun 19

Code	Legal Holiday Ed. Code Sec. 31720	Date
34	Legal Holiday Ed. Code Sec. 31720	Jul 1 - Aug 7
35	Summer Break	Nov 20-29
36	Fall Break	Dec 23 - Jan 10
37	Winter Break	Apr 14-21
38	Spring Break	Jun 12-30
39	Summer Break	All days in yellow & green

Mo.	M	T	W	R	F	M	T	W	R	F	M	T	W	R	F	M	T	W	R	F	M	T	W	R	F	Instr. Days	Legal Hol.	Cont. Days				
Jul		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		0	1	0				
Aug						PO	TO/PLJ BTSMG	PLJ BTSMG	MD		11	12	13	14	15	18	19	20	21	22	25	26	27	28	29		17	0	20			
Sep		1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30		21	1	21					
Oct			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31		22	0	22			
Nov	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28						10	3	13				
Dec	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31		15	2	15					
Jan						OPD	OPD	OPD	PO	PL	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30		14	2	16			
Feb	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27						18	2	18				
Mar		2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31		21	0	21					
Apr						DC/MD	DC/MD	OPD	OPD		13	14	15	16	17	20	21	22	23	24	27	28	29	30		16	0	16				
May						WD		MO		4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	18	1	19
Jun	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30			8	1	8					
<b>TOTALS</b>																									180	13	189					

Code	Legal Holiday Ed. Code Sec. 37220	Date
☐	Independence Day	Jul 4
☐	Labor Day	Sep 1
☐	Veterans Day	Nov 11
☐	Thanksgiving	Nov 27
☐	Thanksgiving Holiday	Nov 28, 006
☐	Admission Day	Dec 24, 006
☐	Christmas	Dec 25
☐	New Years	Jan 1
☐	Martin Luther King, Jr.	Jan 19
☐	Lincoln's Day	Feb 13, 006
☐	Presidents Day	Feb 16
☐	Memorial Day	May 25
☐	Juneteenth	Jun 19

Code	Legal Holiday Ed. Code Sec. 37220	Date
☐	First Day of Student Attendance	Jul 4
☐	Back To School Night Elementary School	Sep 1
☐	Back To School Night Middle School	Nov 11
☐	Data Conference	Nov 27
☐	Minimum Day For All Students	Nov 28, 006
☐	New Teacher Orientation Day	Dec 24, 006
☐	Optional Professional Dev.	Dec 25
☐	Parent Conferences	Jan 1
☐	District Lead Professional Dev.	Jan 19
☐	Teacher Colab. & Planning	Feb 13, 006
☐	Teacher Minimum Day & Minimum Day For Students	Feb 16
☐	Teacher Orientation Day	May 25
☐	Wellness Day	Jun 19

Code	Legal Holiday Ed. Code Sec. 37220	Date
☐	Summer Break	Jul 1 - Aug 6
☐	Fall Break	Nov 19-26
☐	Winter Break	Dec 22 - Jan 9
☐	Spring Break	Apr 5-10
☐	Summer Break	Jun 11-30
☐	Non Student Days	All days in yellow & green

Code	Legal Holiday Ed. Code Sec. 37220	Date
☐	End of Trm. Elem. Sch.	Oct 31
☐	End of 1st Trimester	Mar 6
☐	End of 2nd Trimester	Mar 27
☐	End of 3rd Trimester	Jun 10

Code	Legal Holiday Ed. Code Sec. 37220	Date
☐	End of 1st Quarter	Oct 2
☐	End of 2nd Quarter	Dec 19
☐	End of 3rd Quarter	Mar 27
☐	End of 4th Quarter	Jun 10

**APPENDIX D**  
**NEGOTIATED JOB DESCRIPTIONS**

Consulting Teacher (BTSA/PAR)

Curriculum Specialist

IASA (Title I) Specialist

Library Media Teacher

## **EASTSIDE UNION SCHOOL DISTRICT CONSULTING TEACHER**

### **DEFINITION**

A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the Peer Assistance/Peer Review program. The Consulting Teacher shall not participate in the evaluation of the referral or Volunteer Teacher.

### **QUALIFICATIONS**

The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:

- Be a credentialed classroom teacher with permanent status and a minimum of five (5) years experience with three (3) or more in Eastside, including the current year.
- Have recent experience as a full-time classroom instructor within the previous two (2) years.
- Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills both orally and in writing, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- Have the ability to work cooperatively and effectively with others.

### **DESCRIPTION OF DUTIES**

- Will be offered training for both peer assistance and to assist in understanding the specific functions of the Peer Assistance/Peer Review program.
- Caseload will include Referred and Voluntary Participating Teachers using a ratio determined by the Joint Review Panel.
- Serve as the BTSA support provider.
- Provide each Referred Participating Teacher with at least 12 hours of direct assistance per trimester and assistance to Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment will assist the Participating Teacher.
- Meet with the Referred Participating Teacher and the Evaluator to discuss the Peer Assistance/Peer Review program in order to establish mutually agreed upon steps to meet the performance goals, develop the assistance plan and develop a process for determining successful completion of the Peer/Assistance/Peer Review program.
- Conduct two (2) or more observations per trimester of the Participating Teacher and have both pre-observation and post observation conferences.
- Monitor the progress of the Referred Participating Teacher and provide two or more written reports per trimester to the Referred Participating Teacher for discussion and review.
- Provide assistance to the Referred Participating Teacher on a continuing basis until the Evaluator concludes that the teaching performance of the Participating Teacher is satisfactory as evidenced in the final evaluation.
- Submit a final report prior to April 1st to the Joint Review Panel.

### **TERM OF ASSIGNMENT**

The term of the Consulting Teacher shall normally be one (1) year, renewable for a total of three

(3) years. A teacher may not serve in the position for more than three (3) consecutive years. A Consulting Teacher may reapply after returning to the classroom for one (1) year. Upon completion of his or her service as a full-time released Consulting Teacher, a teacher shall have the same rights to be returned to a regular assignment as a teacher whose position has been abolished.

#### ACCOMMODATION FOR DISABLED

Reasonable accommodation may be made to enable a person with disability to perform the essential functions of the job.

#### SALARY AND BENEFITS:

- A five percent stipend will be added to the Consulting Teacher's placement on the Certificated Salary Schedule dependent upon experience and education completed beyond Bachelor's degree and based on a 183-day service year. A workday shall consist of an average of eight (8) hours.
- The District offers a comprehensive package of insurance benefits to employees and their families which includes major medical, dental, and vision care insurance. Premiums are currently fully paid by the District. Full-time employees will become members of the State Teachers' Retirement System upon employment.

Board approved: June 26, 2000

## **EASTSIDE UNION SCHOOL DISTRICT CURRICULUM SPECIALIST**

### **QUALIFICATIONS**

- Valid teaching credential with three years teaching experience.
- Enrollment in an administrative program desirable.
- Recent experience on the curriculum committee or experience as a mentor teacher.

### **DESCRIPTION OF DUTIES**

- The curriculum specialist will direct and oversee curriculum programs, staff development and related curricular activities district-wide. Duties include the following:
- Plan and coordinate staff development and inservices.
- Coordinate annual textbook adoption according to CDE schedule.
- Assist grade levels in alignment of curriculum with benchmark standards.
- Add, delete, and edit test times for Eastside Curriculum and Assessment Database (ECAD).
- Oversee development of English Language Learners Program, including curricular alignment with ELL benchmark standards.
- Participate in Curriculum Committee and other district curriculum articulation meetings.
- Preview new educational programs. Share findings with principals and curriculum committee.
- Inservice intersession staff.
- Assist in evaluating the intersession program.
- Coordinate the development of the middle school schedule.
- Review and approve Copernicus lesson plans for Cole Middle School.
- Perform other duties as assigned by Assistant Superintendent of Educational Services.

### **EVALUATION**

The Curriculum Specialist works under the supervision of the Assistant Superintendent of Educational Services.

### **ACCOMMODATION FOR DISABLED**

Reasonable accommodation may be made to enable a person with disability to perform the essential functions of the job.

### **SALARY AND BENEFITS**

- Placement on the Certificated Salary Schedule dependent upon experience and education completed beyond Bachelor's degree and based on a 183-day service year. A workday shall consist of 6.5 hours.
- The District offers a comprehensive package of insurance benefits to employees and their families which includes major medical, dental, and vision care insurance. Premiums are currently fully paid by the District. Full-time employees will become members of the State Teachers' Retirement System upon employment.

Board approved: June 26, 2000

**EASTSIDE UNION SCHOOL DISTRICT  
IASA (TITLE I) SPECIALIST**

**JOB SUMMARY**

Under the supervision of the site principal, the IASA specialist is responsible for the following.

- Shall provide assistance and guidance to unit members as recommended by the building principal with prior knowledge of the unit members.
- May provide staff development for unit members at a school upon the request of the building principal, and/or unit members at the school, so long as the request is consistent with the IASA specialist's approved subject area of expertise.
- May provide district-wide staff development.
- May develop special curriculum.
- The IASA specialist shall not evaluate, supervise, or direct other unit members. No written documentation prepared by an IASA specialist concerning a unit member may be referenced in a unit member's evaluation.

**REQUIRED QUALIFICATIONS**

- Credential: Valid California teaching credential.
- Education: Bachelor's degree, Master's degree preferred.
- Experience: Must have substantial recent classroom instructional experience
- Professional Competencies: Professional competencies relate to the IASA specialist's skills and knowledge in the area of reading/writing, math, and/or English language development, and the ability to use these competencies as a basis for providing clear instructions to the teachers served.
- Personal Competencies: Personal competencies represent a set of skills, attitudes and values which enable teachers to survive in the new world of educational challenging curriculum.
- Recommendations: Better than average recommendations from supervisors who have observed the personal characteristics, scholastic attainment, and professional performance of the candidate.
- The above statements are intended to describe the general nature and level of work being performed. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required of personnel so classified.

**SALARY**

- IASA specialists shall work the regular workday of other unit members including lunch period and may perform additional duties that are within the scope of their assignment.
- IASA specialists shall receive the same pay (a stipend with hourly requirement) as mentor teachers.

Funding source: District Title I funds  
Board Adopted – February 22, 1999

**EASTSIDE UNION SCHOOL DISTRICT  
LIBRARY MEDIA TEACHER**

**JOB SUMMARY**

Under the supervision of the site principal, the library media teacher is responsible for the site library program.

**REQUIRED QUALIFICATIONS**

- Credential: Valid California teaching credential, library media service teacher credential preferred or enrollment in said credential program with annual progress required.
- Education: Bachelor's degree, Master's degree preferred.
- Experience: Previous experience in school or public library program preferred.
- Professional Competencies: Professional competencies relate to the librarian's skills and knowledge in the area of information resources, information access, technology, management and research, and the ability to use these competencies as a basis for providing library and information services.
- Personal Competencies: Personal competencies represent a set of skills, attitudes and values which enable librarians to survive in the new world of information and focus on continued learning throughout their careers.
- Recommendations: Better than average recommendations from supervisors who have observed the personal characteristics, scholastic attainment, and professional performance of the candidate.

**ESSENTIAL FUNCTIONS OF THIS POSITION**

- Develop an effective library program which supports the educational goals and philosophy of the district.
- Provide leadership in the site library program.
- Explore current developments and innovations in the field on instructional media and library science.
- Assess, evaluate and refine library literacy standards in collaboration with the teaching and administrative staff.
- Inservice staff related to library/media materials.
- Assist with the supervision of library aides and clerks.
- Order library books, magazines, and materials.
- Maintain routine circulation records and a card catalog system.
- Integrate the library media program and the instructional program in collaboration with the teaching and administrative staff.
- Serve as liaison to the Public Library System.
- Oversee students when part of the library program as classroom and/or study sessions.

**OTHER RELATED FUNCTIONS OF THIS POSITION**

- Other related duties as assigned.

The above statements are intended to describe the general nature and level of work being performed. They are not intended to be construed as an exhaustive list of all responsibilities, duties

and skills required of personnel so classified.

**SALARY**

- 5% stipend and daily rate with the stipend for any additional days added beyond the 183-day teacher year.

Board Adopted: February 22, 1999

## **APPENDIX E PEER ASSISTANCE/PEER REVIEW**

The Association and the District endeavor to provide a high quality of education for students. The District and the Association have collaborated in designing and implementing this program, labeled as Appendix G, to improve the quality of instruction.

It is mutually agreed that should funding be explicitly earmarked for this program; this Article and all its provisions shall apply.

### **A. The Joint Teacher/Administrator Review Panel**

1. The Joint Teacher/Administrator Review Panel shall consist of five (5) members. Three (3) members of the Joint Review Panel will include the Association President or designee, two members selected by the Association, the Superintendent or designee, and one (1) other member appointed by the District. The Review Panel will establish the operational procedures of the Joint Review Panel, including the method for the selection of a Chairperson.

2. The Joint Teacher/Administration Review Panel shall establish its own meeting schedule. To hold meetings, four of the five members of the Review Panel must be present. Such meetings may take place during the regular teacher workday. Teachers who are members of the Joint Review Panel may be released from their regular duties to attend meetings, without loss of pay or benefits. Teachers serving on the Review Panel shall receive an annual stipend of \$900.

3. The Joint Teacher/Administrator Review Panel shall be responsible for the following:

- a. Selecting the Consulting Teacher.
- b. Establishing its own rules of procedure and operation.
- c. Providing annual training for the Joint Review Panel members.
- d. Selecting trainers and/or training providers.
- e. Providing training for the Consulting Teacher prior to providing services to Referred Teachers.
- f. Sending written notification of participation in the Peer Assistance/Peer Review Program to the Referred participating Teacher, the Consulting Teacher, and the site principal.
- g. Adopting Rules and Procedures, either by consensus or super-majority vote, to affect the provisions of this Article. These Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent

that there is an inconsistency, the Agreement will prevail.

h. Distributing, at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.

i. Establishing a procedure for application as a Consulting Teacher.

j. Establishing an application form to be completed for any teacher participating in the program.

k. Determining the number of Consulting Teachers in any school year, based on participation in the program, the budget available and other relevant considerations.

l. Reviewing and maintaining the objectivity of the final report prepared by the Consulting Teacher and making recommendations regarding the program (not regarding individuals) to the Governing Board regarding the program's effectiveness.

m. Annually assessing the impact of the Peer Assistance/Peer Review program in order to improve the programs.

n. Arranging for outside consultants, as needed.

o. All expenditures shall be within the proportion of the state revenues generated by the program that the Board has determined will be used for Peer Assistance and Review after considering recommendations of the joint panel.

4. All proceedings and materials related to evaluation, reports, and other personnel matters as a result of participation in Peer Assistance/Peer Review program shall be strictly confidential. Therefore, Joint Review Panel members and Consulting Teachers may disclose such information only as necessary to administer this Article.

5. Teachers who provide assistance and review shall have the same protection from liability and access to appropriate defense as other public-school employees pursuant to Division 3.6 (commencing with Section 810) of Title I of the Government Code.

## B. Consulting Teachers

1. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the Peer Assistance/Peer Review program. The Consulting Teacher shall not participate in the evaluation of the referral or Volunteer Teacher. The qualifications for the Consulting Teacher shall be set forth in the Rules and

Procedures, provided that the following shall constitute minimum qualifications:

- a. Be a credentialed classroom teacher with permanent status and a minimum of five (5) years experience with three (3) or more in Eastside Union School District, including the current year.
- b. Have recent experience as a full-time classroom instructor within the previous two (2) years.
- c. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills both orally and in writing, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of students in different contexts.
- d. Have the ability to work cooperatively and effectively with others.

2. In order to fill a position of Consulting Teacher, a Notice of Vacancy will be posted at all sites and in the District Office. Each applicant is required to submit an application form and three references from individuals with specific knowledge of his or her expertise by May 15, 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.

All applications and references shall be treated with confidentiality.

3. The Consulting Teacher shall be selected by a super-majority vote of the Joint Review Panel after one or more representatives of the Panel have conducted a site visitation and a classroom observation of all final candidates.

4. The Consulting Teacher will be trained to offer both peer assistance and to understand the specific functions of the Peer Assistance/Peer Review program. The Joint Review Panel will monitor and evaluate the effectiveness of the Consulting Teacher and will make decisions regarding their continuation in the program. The Joint Review Panel may decline to renew the Consulting Teacher at the end of the year because of the specific needs of the Peer Assistance/Peer Review program or inadequate performance of the Consulting Teacher. Prior to the effective date of such non-renewal, the Joint Review Panel will provide the Consulting Teacher with a written statement of the reasons for the removal, and at the request of the Consulting Teacher, will meet with him/her to discuss the reasons.

5. Expenditures for the Peer Assistance/Peer Review program shall not exceed revenues received from funding for this purpose of ABIX without mutual

agreement of the parties.

6. The number of Consulting Teachers in any school year will be determined by the Joint Review Panel based upon participation in the Peer Assistance/Peer Review program, the budget available and other relevant considerations. Models for Consulting Teacher positions include full-time, part-time, and job share.

7. The term of the Consulting Teacher shall normally be one (1) year, renewable for a total of three (3) years. A teacher may not serve in the position for more than three (3) consecutive years. A Consulting Teacher may reapply after returning to the classroom for one year.

8. Upon completion of his or her service as a full-time released Consulting Teacher, a teacher shall have the same rights to be returned to a regular assignment as a teacher whose position has been abolished. (See Section C, "Abolishment of Position, Assignment, Reassignment, and Vacancies," Article XX of this Agreement.)

9. The Consulting Teacher shall have a caseload including Referred and Voluntary Participating Teachers under this Article and will also serve as the BTSA Support provider. The Consulting Teacher's ratio of Referred and Voluntary Participating Teachers shall be determined by the Joint Review Panel. The ratio is dependent on the amount of intervention time outlined by the Joint Review Panel and Consulting Teachers. Referred Teachers shall receive priority assistance.

10. Each Referred Participating Teacher (RT) shall receive no less than 12 hours of direct assistance per trimester from the Consulting Teacher. The Consulting Teacher shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment will assist the Participating Teacher.

11. The Consulting Teacher shall meet with the Referred Participating Teacher and the evaluator to discuss the Peer Assistance/Peer Review Program, to establish mutually agreed upon steps to meet the performance goals, develop the assistance plan, and develop a process for determining successful completion of the Peer Assistance/Peer Review program.

12. The Consulting Teacher shall conduct two (2) or more observations per trimester of the participating Teacher and shall have both pre-observation and post-observation conferences.

13. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide two or more written reports per trimester to the Referred Participating Teacher for discussion and review.

14. The Consulting Teacher shall continue to provide assistance to the Referred

Participating Teacher until the evaluator concludes that the teaching performance of the Participating Teacher is satisfactory as evidenced in the final evaluation. 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 Joint Review Panel at the conclusion of assistance. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The report shall not be given to the evaluator by the Consulting Teacher or the Joint Review Panel.

15. The Consulting Teacher shall submit a final report prior to April 1 to the Joint Review Panel. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Review Panel, and to be represented at this meeting by the Association representative of his or her choice.

16. The report by the Review Panel of the Referred Participating Teacher's participation in the Peer Assistance and Peer Review Program shall be made available for placement in his or her personnel file by either the RT or the evaluator.

17. The Peer Assistance/Peer Review program encourage a cooperative relationship between the Consulting Teacher, Participating Teacher, and the Principal with respect to the process of Peer Assistance and Review. The Participating Teacher, the Consulting Teacher and/or their designated representative will meet with the evaluator to review and discuss the basis for referral to the Peer Assistance/Peer Review program.

18. At the request of the referred Participating Teacher or the Consulting Teacher, the Joint Review Panel may assign a different Consulting Teacher to work with the Referred Participating Teacher at one time if requested prior to the end of the first trimester.

19. A full-time Consulting Teacher shall receive a 5% stipend, and shall work an average of an eight (8) hour workday.

20. Functions performed pursuant to this Article by bargaining unit employees employed in a bargaining unit position shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of Section 3540.1 of the Government Code.

### C. Participating Teachers

1. A Participating Teacher is a unit member who receives assistance and/or coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. There are two (2) categories of Participating Teachers:

a. Referred Teacher Participants (RT)

2. Referred Participating Teacher

a. A Referred Participating Teacher is a teacher with permanent status who exhibits serious job-related deficiencies and receives an evaluation rating of “U” in one (1) or more of evaluation items 1.1, 1.2, 2.1, 3.1, 3.2, 4.1, and 4.3 of the Certificated Evaluation Form. All permanent teachers receiving such a rating will be required to participate in the Peer Assistance/Peer Review Program. A Referred Participating Teacher is a teacher who receives assistance to improve his or her teaching strategies and methods, classroom management, and/or knowledge of subject.

b. The referred teacher shall have sole responsibility for improvement of the unsatisfactory evaluation.

D. Volunteer Teacher Participants (VT)

1. A volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the program. The purpose of participation in the Peer Assistance and Peer Review Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher.

2. The Volunteer Participating Teacher or Consulting Teacher may terminate the VT’s participation in the Peer Assistance and Review Program at any time.

E. Contract Rights

1. Employees participating in the Peer Assistance/Peer Review program will retain all rights afforded to them by the collective bargaining unit between the Eastside Teachers Association and the Eastside Union School District and the rights afforded by the California Education Code, however, this does not entitle a grievant to grieve any alleged violation of the Education Code.

2. A participating Teacher shall have the right to be represented in a meeting with the evaluator where, on the objective facts, the Participating Teacher reasonably believes the meeting may lead to discipline.

**APPENDIX F  
TEACHER REFERRAL/SUSPENSION FORM**

**Eastside Union School District**

45006 30th St. East Lancaster, California 93535  
PHONE (661) 952-1200 • FAX: (661) 946-0166

**TEACHER REFERRAL/SUSPENSION FORM**

Name		Grade	
Date		Telephone	
Period /Time of Incident		Room/Location	
Referral		Completed By	

**PRINCIPAL SUSPENSION**

These acts are to be referred immediately to the principal for investigation and consequences per Code of Conduct/Ed. Code

- |  |   |
|--|---|
| <input type="checkbox"/> Fighting  | <input type="checkbox"/> Possession or Furnished Weapon   |
| <input type="checkbox"/> Bullying/Threatening  | <input type="checkbox"/> Failure to Show                  |
| <input type="checkbox"/> Possession/Use/Distribution of Illegal Substance or Paraphernalia | <input type="checkbox"/> Stealing/Theft                   |
| <input type="checkbox"/> Sexual Harassment, Battery, Assault                               | <input type="checkbox"/> Habitual Profanity and Vulgarity |

Brief Explanation of Incidents:

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**TEACHER SUSPENSION**

- Defiance (i.e. not following directions, refusal to comply with a reasonable request)
- Disrespect (i.e. talking back,)
- Disruption (i.e. blurting out, out of seat, horseplay, making excessive noise)

Classroom Discipline Plan must be implemented and followed prior to teacher suspension from class for any of the defiance, disruption, and disrespect **behaviors** mentioned above. *Teachers must provide evidence of at least 3 occurrences of the behavior(s) leading to a classroom suspension.*

Classroom Intervention/Consequences: Please number in the sequential order provided.

Date \_\_\_\_\_ Description \_\_\_\_\_

Date \_\_\_\_\_ Description \_\_\_\_\_

Date \_\_\_\_\_ Description \_\_\_\_\_

- Warning       Recess Detention       Parent Visitation Request  
 Time Out       Lunchtime Detention       Suspension for remainder of the Day  
 Seat Change       Parent Conference/Notification       Suspension from Class Balance of the day and/or the following day

Date Parent contacted to schedule conference  
(pursuant to Ed. Code 48910) \_\_\_\_\_

Conference:      Yes \_\_\_\_\_ No \_\_\_\_\_

You are hereby notified that your child has violated one or more articles of the Eastside Union School District Code of Conduct and has received the consequence(s) identified above. Please sign and return this referral to the school on the following day.

It is the responsibility of the student to deliver this referral to his/her parent/guardian.

Student Signature \_\_\_\_\_ Teacher Signature \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Principal Signature \_\_\_\_\_

**APPENDIX G  
EVALUATION ORIENTATION MATERIALS**

Eastside Union School District

Certificated Teacher Planning Form A  
Planning Phase

Professional Growth Goal #1	
Professional Growth Goal #2 (as needed)	
Professional Growth Goal #3 (as needed)	

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Teacher: \_\_\_\_\_

Date & Time of Observation: \_\_\_/\_\_\_/\_\_\_ \_\_\_:\_\_\_ AM/PM

1. What subject area and grade level standard will you address in this lesson?	
2. What single objective is your focus?	
3. How do you know the students are ready for this lesson? Is this an introduction, continuation, or review lesson of the subject standard?	
4. What instructional strategies will you use to teach the objective?	
5. How will you know if the objective was learned by all students?	
6. Please state any additional information or concern of which the evaluator needs to be aware.	
7. What feedback will be most helpful for you?	

Name: \_\_\_\_\_ Site: \_\_\_\_\_ Date: \_\_\_\_\_

Assignment: \_\_\_\_\_ Temporary  Probationary  Permanent

Content Standards Covered: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Comments From the Observation (To Be Completed by The Evaluator During or After The Observation):		
1. Objective (CSTP 1 & 4)*		Appropriate and Effective Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Learning Environment (CSTP 2)*		Appropriate and Effective Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Instructional Strategies (including modifications for student needs - CSTP 1)*		Appropriate and Effective Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Student Activities (CSTP 3 & 4)*		Appropriate and Effective Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Assessment of Learning (CSTP 5)*		Appropriate and Effective Yes <input type="checkbox"/> No <input type="checkbox"/>
6. Developing as a Professional Educator		Appropriate and Effective Yes <input type="checkbox"/> No <input type="checkbox"/>

*\*While this feature is addressed primarily in the referenced Standard, other elements for the CSTPs may apply. Standard #5 and #6 may also be addressed by utilizing parent letters, ILP's, report cards, and progress reports. Any element marked "no" requires Performance Improvement Form D.*

Narrative:	

Date of Observation: \_\_\_\_\_

Date of Review Conference: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Employee Comments:	

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*\*Signature indicates the employee has seen and discussed the observation report but doesn't necessarily indicate complete agreement with all factors of observation.*

Certificated Performance Improvement Goals (To Be Completed If Any Element Marked "No"):	
Area(s) for growth, listed by specific standard:	
Specific Instructions:	
Available Resources:	
Timeline:	
Future Observation(s):	

My signature indicates these Growth Goals have been reviewed with me. This sheet will be attached to my Certificated Observation Form.

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Site: \_\_\_\_\_ Date: \_\_\_\_\_

Assignment: \_\_\_\_\_ Temporary  Probationary  Permanent

Evaluator: \_\_\_\_\_

Instructions: Indicate one of the following ratings for each element: Meets Standard, Approaching Standard, Does Not Meet Standard, or Not Applicable. Ratings of Approaching Standard or Does Not Meet Standard must be accompanied by specific suggestions for improvement. Comments are encouraged for ratings of Meets Standards. Indicate an overall rating for each standard.

Standard 1: Engaging and Supporting All Students in Learning	Meets Standard	Approaching Standard	Does Not Meet Standard	Not Applicable	Comments
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.					

Overall Standard 1 Rating: \_\_\_ Meets Standard \_\_\_ Approaching Standard \_\_\_ Does Not Meet Standard

Standard 2: Creating and Maintaining Effective Environments for Student Learning	Meets Standard	Approaching Standard	Does Not Meet Standard	Not Applicable	Comments
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, communicating, and maintaining high standards for individual and group behavior.					
2.6 Employing classroom routines, 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.					

Overall Standard 2 Rating: \_\_\_ Meets Standard \_\_\_ Approaching Standard \_\_\_ Does Not Meet Standard

Standard 3: Understanding and Organizing Subject Matter for Student Learning	Meets Standard	Approaching Standard	Does Not Meet Standard	Not Applicable	Comments
3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum framework					
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 student with special needs to provide equitable access to the content					

Overall Standard 3 Rating: \_\_\_ Meets Standard \_\_\_ Approaching Standard \_\_\_ Does Not Meet Standard

Standard 4: Planning Instruction and Designing Learning Experiences for All Students	Meets Standard	Approaching Standard	Does Not Meet Standard	Not Applicable	Comments
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction					
4.2 Establishing and articulates 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					

Overall Standard 4 Rating: \_\_\_ Meets Standard \_\_\_ Approaching Standard \_\_\_ Does Not Meet Standard

Standard 5: Assessing Student Learning	Meets Standard	Approaching Standard	Does Not Meet Standard	Not Applicable	Comments
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 students 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					

Overall Standard 5 Rating: \_\_\_ Meets Standard \_\_\_ Approaching Standard \_\_\_ Does Not Meet Standard

Standard 6: Developing as a Professional Educator	Meets Standard	Approaching Standard	Does Not Meet Standard	Not Applicable	Comments
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					

Overall Standard 6 Rating: \_\_\_ Meets Standard \_\_\_ Approaching Standard \_\_\_ Does Not Meet Standard



**APPENDIX I  
STIPENDS AND RATES**

**EASTSIDE TEACHERS ASSOCIATION STIPEND & RATE LIST**

**Annual Stipends**

Eight (8) Hour Support Teachers	\$5000	(paid monthly)
Eight (8) Hour District Mentor	\$5000	(paid monthly)
Induction Coach	\$2000	(paid annually)
ILT	\$2000	(paid annually)
Culture and Climate	\$1000	(paid annually)
Middle School Athletics	\$1000	(paid annually)
Doctorate	\$1000	(paid annually)
PAR Review Panel	\$900	(paid annually)
Unit Stipend (Column F + 15, with MA)	\$1000	(paid annually)
Unit Stipend (Column F + 30, with MA)	\$2000	(paid annually)
Unit Stipend (Column F + 45, with MA)	\$3000	(paid annually)

**Rates**

Certificated Hourly	\$45/hour
Before/After School	\$45/hour
Saturday School	\$45/hour
Optional Professional Development (OPD)	\$60/hour