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*CALAVERAS UNIFIED EDUCATORS'  
ASSOCIATION*

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*and*

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*CALAVERAS UNIFIED SCHOOL  
DISTRICT*

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*AGREEMENT*

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June 1, 2021 - June 30, 2022

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
CALAVERAS UNIFIED SCHOOL DISTRICT  
and  
CALAVERAS UNIFIED EDUCATORS ASSOCIATION

April 21, 2021

FOR THE DISTRICT:

Kathy Griggs, Chief Negotiator  
Talibah Al-Rafiq, Chief Business Official  
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## ARTICLE I

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### 1. AGREEMENT

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- 1.1. The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Calaveras Unified School District ("District") and the Calaveras Unified Educators Association ("Association"), an employee organization.
- 1.2. This Agreement shall remain in full force and effect from July 1, **2021** until June 30, **2022**, or until such time as a successor Agreement shall be ratified by both the District and the Association.
- 1.3. School Calendar: In the event required annual/District Trainings are not completed during CORE days or during co-planning time, the District shall provide two days time-sheeted to complete all required annual/District trainings for the 22-23 and 2023-24 work years. The trainings must be complete by August 31<sup>st</sup> of that work year.
- 1.4. Items in this Agreement may be opened upon mutual consent of both parties.

## ARTICLE II

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### 2. RECOGNITION

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- 2.1. The District recognizes the Association as the exclusive representative of all certificated unit members of the District, **including all Career and Technical Education, Designated Instructional Services, and Regional Occupational Program credential holders**. This representation excludes management, confidential, supervisory employees or employees who assume an evaluative role within the District as designated by the Board.

## ARTICLE III

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### 3. DISTRICT RIGHTS AND POWERS

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- 3.1. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law. 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.

## ARTICLE IV

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### 4. ASSOCIATION RIGHTS AND PRIVILEGES

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- 4.1. "Negotiable items" mean teachers' compensation, hours, terms and conditions of employment and other matters, which are of mutual concern to the District and the Association.
- 4.2. "Negotiate in good faith" means a serious and honest effort on the part of each party to reach agreement, including, but not limited to, the duty on the part of each party to provide the other with all information, records, data, worksheets, and budgetary materials which may be relevant to the negotiations of negotiable items and also the duty to meet and negotiate as provided by Section 3547 of the Government Code.
- 4.3. One bulletin board may be set up in the staff lounge of each school to be used exclusively for Association and unit members' benefit.
- 4.4. The unit member shall have the right to make use of District facilities for Association business by prior arrangement with the building administrator.
- 4.5. The unit member may use school equipment (i.e., computers, typewriters, duplicating machines, and A/V equipment) for Association business (not including supplies) when such equipment is not otherwise in use and approval has been secured from the unit member in charge of such equipment. Any cost for the use of such equipment will be paid for by the Association at a mutually agreed upon rate set by the District.
- 4.6. The unit member shall have the right to use, for Association business, the District mail service, unit member mailboxes, and the reasonable use of local telephones.
- 4.7. Unit members within the District may contact other unit members on Association business outside of student contact hours. Representatives of the Association not employed by the District must check through the principal's office for permission to contact unit members on the school premises. No Association business may be conducted during student contact hours.
- 4.8. Agency Fee
  - 4.8.1. Any unit member who is not a member of the Association, or who does not make an application for membership within 30 days of the effective date of this Agreement, or within 30 days from the date of commencement of assignment duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to membership dues, initiation fees and general assessments, payable to the Association in one lump-sum cash payment in the same manner as required for the payment of membership dues. In the event that a unit member does not pay such fee directly to the Association, the Association shall so inform the District, and the District shall immediately begin automatic payroll deductions as provided in Education Code Section 45061 and in the same manner as set forth in this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
  - 4.8.2. Any unit member who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be

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required to join or financially support the Association 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 non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (3) of Title 26 of the Internal Revenue Code.

4.8.2.1. Foundation to Assist California Teachers (CTA's disaster relief fund for teachers)

4.8.2.2. American Red Cross

4.8.2.3. Amador/Calaveras Hospice Association

4.8.2.4. Martin Luther King Jr. Memorial Scholarship Fund

4.9. To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. The Association executive board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year.

4.10. Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in-kind services may be received for payment, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.

4.11. Any unit member making payments as set forth in Section 4.9 above and who request that the grievance or arbitration provisions of this Agreement be used in her or his behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

4.12. With respect to all sums deducted by the District pursuant to sections above, whether for membership dues or agency fee, the District agrees to remit such monies promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

4.13. The Association and District agree to furnish to each other any information needed to fulfill the provision of this Article.

4.14. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred by the District in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

4.15. Names, addresses, and listed telephone numbers of all District employees represented by the Association shall be made available to the Association no later than October 1 of each school year. The Board shall make subsequent information available upon specific request from the Association.

4.16 Contract Waivers

4.16.1 School site improvement, restructuring or reform plans shall not contain any provisions contrary to, or in conflict with any article or section of this Agreement, unless specific waivers to such Agreement articles and sections are agreed to by the Association and the District.

4.16.2 The following Articles in this Agreement shall not be eligible for contract waivers: Recognition, Association Rights and Privileges, Grievance Procedure, Non-Discrimination.

4.16.3 In the event that unit members at a school/site wish to implement a restructuring and/or site-based decision-making proposal that would require the waiving of any provisions of the collective bargaining agreement between the Association and the District, the following steps shall be taken.

4.16.3.1 The Association Building Representative(s) at the school/site shall send a letter to the Association President outlining the restructuring/site-based decision-making plan, and indicating which provisions of the collective bargaining agreement may need to be waived in order to implement the plan. The President shall refer the letter to the Association bargaining unit team for review.

4.16.3.2 The Association bargaining team shall review the letter from the school/site to determine if collective bargaining agreement waivers are necessary to implement the restructuring/site-based decision-making plan, and report their findings to the Association Executive Board.

4.16.3.3 If the Association Executive Board determines that one or more provisions of the collective bargaining agreement needs to be waived in order to implement the school/site plan, the Association Representative Council shall be informed, and a waiver election shall be conducted by the Association at the school/site as follows:

4.16.3.3.1 Only unit members at the affected school/site shall be eligible to vote in the waiver election. Eligible unit members shall be defined as any bargaining unit member working at the school/site for any part of her/his job description, and who is a member of the Association.

4.16.3.3.2 The election shall be conducted at the school/site according to the election procedures established in the CUEA Bylaws/Standing Rules.

4.16.3.3.3 The Association shall prepare a ballot indicating specifically which section(s) of the collective bargaining agreement need to be waived in order to implement the school/site plan, the length of the waiver period, which shall not exceed one school year, and asking each eligible member to vote "yes" or "no" on each requested waiver.

4.16.3.3.4 The ballots shall be counted at the Association office by unit members, appointed by the President, who do not work at the school/site in which the election took place. School/site unit members may choose an observer to be present during the counting of the ballots.

4.16.3.3.5 If no less than 75 percent of the members eligible to vote at the school/site (or of eligible members voting) vote "yes" on the waiver, the waiver shall be agreed to.

4.16.3.3.6 If the waiver is agreed to in the election described above, the Association President shall, in writing, so notify the District, specifying that the waiver applies only to the

school/site which conducted the election, that the waiver is valid for only the period specified in the election, which shall not exceed one year, the waiver must be renewed annually following the above procedures, and the waiver does not set a collective bargaining precedent or a precedent for any other school/site.

4.16.3.3.7 The process for granting waivers herein shall be completed no later than April 1 of the year prior to the year the waiver(s) takes effect.

#### 4.17 District Notice of New Hires

The following new bargaining unit member information if known to the District shall be delivered to the Association president in digital Excel format, or in any other mutually-agreed upon digital format, **or** hard copy, no later than 30 days after the date of hire:

1. Name
2. Home Address
3. Phone Numbers – work, home and cellular
4. Personal (non-District) Email Addresses
5. School Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date
9. Full time Equivalent (FTE) status
10. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
11. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit “PIP” or College Internship, etc.)

On an ongoing basis, quarterly during the school year, the District shall deliver to the Association an updated list of all information required above for all unit members, as well as an indication that any unit member is on a leave of absence. CUEA shall provide the District with a secure method for the transfer of the digital file.

#### 4.18 New Bargaining Unit Member Orientation

Each time a person is newly employed in a position in the bargaining unit, the District shall inform them of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.

The District shall provide an annual new bargaining unit member orientation for all newly hired bargaining unit members to take place within seven (7) calendar days prior to the first day of classes, except when no new bargaining unit members are commencing employment at the start of a given year. Any bargaining unit member(s) hired after the start of the school year shall be provided an in-person orientation/onboarding meeting within twenty-one (21) calendar days from the date of hire. The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association president and vice president no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s) or ten (10) calendar days in advance of other orientation/onboarding meetings that may occur throughout that year. In the event the District is unable to comply with the stated advance notice, the District shall, at the request of the Association, reschedule the orientation/onboarding meeting and provide the advance notice.

The Association shall be provided no less than forty-five (45) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member

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orientations/onboarding meetings. Such time will not be provided at the end of a meeting day unless the Association requests to be placed at the end of the agenda. District administration shall not be present during Association time, unless the Association requests specific administrators remain present.

The Association shall have District-paid release time to attend and participate in new bargaining unit member orientations/onboarding meetings for up to three (3) bargaining unit members, selected by the Association, if any orientation/onboarding meeting is held during contractual work hours.

### 4.19 Release Time

Bargaining Team members shall be provided release time for negotiations and negotiations preparation at no loss of salary or other benefits. When negotiations are scheduled during regular work hours release time shall be provided to not more than five (5) CUEA appointed unit members.

### 4.20 Notice of, and Opportunity to Oppose, Third-Party Requests for Members' Information

The District is subject to the California Public Records Act ("CPRA") and is legally required to follow same. The District shall notify the Association president and the impacted unit member(s) of any third-party request under the CPRA for unit member disciplinary, evaluative, or other personnel records. Such notice will take place when reasonably possible and within 4 business days of the District's receipt of the request. If the Association or unit member objects to disclosure, they must file the appropriate legal action to prevent disclosure per the CPRA.

### 4.21 Seniority: For purposes of the article only, seniority is defined as the unit member's initial date of service in the bargaining unit.

4.21.1 Unit members with the same initial date of service shall have their seniority number determined by lot.

4.21.2 The lottery shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine a unit member's seniority that seniority shall remain in effect while in the service of the District.

4.21.3 If a unit member is assigned by the District to a non-bargaining unit position, that unit member does not accrue seniority for the purposes of this Article while working on such an assignment.

4.21.4 A unit member on a District-approved paid leave of absence other than to a non-bargaining unit position shall continue to earn seniority while on leave.

### 4.22 Time spent on leave will not count toward advancement on the salary schedule; however, any year in which the unit member teaches 75% or more of the contract days shall be considered a year of service for salary.

## ARTICLE V

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### 5 NON-DISCRIMINATION

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5.1 Neither the District nor the Association shall discriminate against any member of the bargaining unit in matters covered by the scope of representation as set forth in Government Code Section 3543.2 on the basis of race, color, creed, sex, national origin, marital status, physical handicap or membership in an employee organization or participation in the activities of an employee organization.

## ARTICLE VI

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### 6. GRIEVANCE PROCEDURE

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#### 6.1 Definitions

- 6.1.1 A “grievance” is an allegation by a grievant that she/he has been adversely affected by a violation, misinterpretation, or misapplication of a specific provision of this Agreement. Actions to challenge or change the policies of the District or the administrative regulations and procedures must be undertaken under separate legal processes. Matters for which a specific method of review is provided by law, are not within the scope of this procedure.
- 6.1.2 A “grievant” may be any certificated employee of the District covered by the terms of this Agreement.
- 6.1.3 A “day” is a day in which the grievant is required to render service to the District.
- 6.1.4 “Immediate supervisor” means the lowest level administrator who has immediate jurisdiction over a grievant and who has been designated to administer grievances.

#### 6.2 Informal Level

Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.

#### 6.3 Formal Level

##### 6.3.1 Level 1

Within twenty (20) school days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing to the immediate supervisor. If neither the grievant nor the Association had actual or constructive knowledge of the occurrence of the grievable act or omission and could not with the exercise of reasonable diligence have known about it, then the twenty (20) day time limit shall begin to run on the date upon which either the grievant or the Association knew or could with reasonable diligence have known of the occurrence.

The statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The supervisor shall communicate his/her decision to the grievant in writing within ten (10) school days after receiving the grievance. If the supervisor does not respond within the above time limits, either party may request a personal conference.

6.3.2 Level 2

In the event the grievant is not satisfied with the decision at Level 1, he/she may appeal the decision in writing to the Superintendent, or acting Superintendent, within ten (10) school days.

6.3.3 Level 3

If the grievant is not satisfied with the decision of the Superintendent, or acting Superintendent, he/she may proceed to arbitration by notifying the District in writing within ten (10) days of the Superintendent's decision. Within ten (10) days of such notification of the District, the grievant shall agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator within the specified period. The Association shall file a Demand to Arbitrate to the American Arbitration Association. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper. The decision of the arbitrator will be submitted to the grievant and to the Superintendent. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

All costs for the service of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the grievant. All other costs, except for release time for the grievant, his/her representative, and witnesses, will be borne by the party incurring them.

6.3.4 Level 4

If the grievant is not satisfied with the decision of the arbitrator, he/she may submit an appeal of the decision in writing within ten (10) school days to the Governing Board of the District. The Board may review the arbitration decision and alone has the right to render a final and binding determination of the grievance. Such determination shall, under normal circumstances, be rendered at the regular Board Meeting following that in which the grievance is received. However, it is agreed that the Board may extend this time, if necessary, by mutual consent. The Board agrees to state in writing the reasons for agreeing or disagreeing with the arbitrator.

#### 6.4 Miscellaneous Provisions Relating to Grievance Procedures

- 6.4.1 Unit members initiating a grievance may withdraw same at any level without establishing precedent for future cases.
- 6.4.2 Neither the Association nor the Board may be subjected to reprisals of any description because of involvement in a grievance procedure.
- 6.4.3 If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, the grievance shall be deemed waived by the grievant. If the District fails to respond to the grievance in a timely manner at any step, the grievant may proceed to the next step of the grievance process.
- 6.4.4 A unit member alleging a grievance may be represented at all stages of the grievance procedure by an Association-designated representative.
- 6.4.5 The Association, either on its own behalf or on behalf of the affected teachers, may initiate a grievance which affects more than one teacher in a single building or teachers in more than one building at Level 2.
- 6.4.6 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, upon notice to the principal or immediate supervisor by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.
- 6.4.7 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 6.4.8 At the option of the Association, the arbitration may be held under the Expedite Rules of the American Arbitration Association. Notice of such option shall accompany the Demand for Arbitration.

## ARTICLE VII

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### 7. CLASS SIZE

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- 7.1 The District agrees to assign pupils in compliance with State law within the constraints of the Collective Bargaining Agreement, the Williams Act, financial resources and available facilities. The District further agrees to support the assignment of students within the District in such a manner as to equalize the teaching load within grade levels and/or subject matter areas insofar as possible.

Notwithstanding the foregoing limits, pupils shall not be placed in any classroom in larger numbers than the capacity of the teaching facility and basic work station. A basic workstation is defined as an assigned location where a student normally spends the majority of class time performing the

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operational functions necessary to meet the performance objectives and goals of the course. Special education mainstream students in general education classrooms for more than 50% of the day shall be considered in the equation when determining class size overages.

### Class Size Maximums

General Education Classes: The maximum class size limits for General Education students shall be:

TK, Kindergarten, Grades 1 – 3:	24 students
Grades 4 – 6:	30 students
Grades 7 – 12:	180 student contacts per day (See exceptions in 7.2)

Combination classes: 2 students fewer than the class size limit for the lowest grade in the class

Special Education Classes: The caseload maximum limits for Special Education classes shall be:

Medically Fragile Severely Handicapped SDC	10 students
SH/ED/SDC	13 students
Non-SH SDC	15 students
Combination SDC/RSP	24 students
RSP (per Ed. Code)	28 students

Combination SDC/RSP may occur with less than 80% of the aforementioned caseload maximum. The maximum is 24 students.

If the caseload in the program above (Combination SDC/RSP) reaches 80% of SDC caseload limit, then the caseload shall be considered an SDC program (Medically Fragile Severely Handicapped/SDC; SH/ED/SDC; or Non-SH SDC) as identified by mutual agreement between the site administration and teacher for the calculation of overage payments.

In the event the Medically Fragile Severely Handicapped SDC caseload is less than the maximum (10), the Association President or designee and the District's Superintendent or designee shall meet to assess and address any potential caseload combination with MFSH/SDC.

Caseload maximums and subsequent overages apply effective July 1, 2020.

- 7.2 Exceptions to class size maximums may be physical education, band, orchestra, choir, and other similar classes, to be determined cooperatively by the site administrator and the unit member(s) involved.

Overage pay bands shall be effective July 1, 2017.

- 7.3 When class size exceeds the stated contractual limits above, the following procedure for overage payment shall be enacted:

- Class size/student contacts is based upon quarterly average enrollment.
- Teacher must submit a notice of intent to file a request for an overage payment within ten (10) school days of a class size exceeding the class size maximum. The teacher need only file one (1) notice of intent per school year.
- The District shall inform those unit members who need to submit a timesheet at the end of each quarter, as applicable.

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- Overage pay bands shall be paid at the teachers' hourly salary rate as applicable.

### Class size overage pay bands

#### Elementary class size:

1-2 students over maximum	15 hours per quarter
3-4 students over maximum	25 hours per quarter
5-6 students over maximum	35 hours per quarter
7-8 students over maximum	45 hours per quarter
>8 students over maximum	55 hours per quarter

#### Secondary student contacts:

1-5 students over maximum	10 hours per quarter
6-10 students over maximum	20 hours per quarter
11-15 students over maximum	30 hours per quarter
16-20 students over maximum	40 hours per quarter
21-25 students over maximum	50 hours per quarter
>25 students over maximum	60 hours per quarter

## ARTICLE VIII

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### 8. LEAVES

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- 8.1 The Governing Board shall provide for paid and unpaid unit member leaves of absence in accordance with law, Board Policy, Administrative Regulations and the Collective Bargaining Agreement. Absence forms shall be available at each site to be completed by the unit member for all leaves. (See Appendix A-1)

With three days prior approval (when possible), ten (10) of the ten (10) days of leave of absence for illness or injury as allowed pursuant to Education Code Section 44981 may be used by the unit member at his/her election, in case of professional time off. Any days of professional time off that are unused at the end of a school year will accumulate as sick days.

The Board recognizes the following justifiable reasons for absence as provided by law:

- 8.1.1 Personal illness or injury
- 8.1.2 Industrial accident or illness
- 8.1.3 Childbirth and recovery, care of newborn, placement of a child with the unit member for foster care or adoption of a child
- 8.1.4 Military service
- 8.1.5 Family illness or accident; bereavement; fire, flood or other immediate danger to the unit member's home or property; and other personal business of a serious nature

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- 8.1.6 Jury duty or required court appearance
- 8.1.7 Religious observances
- 8.1.8 Participation in child's school or day care activities
- 8.1.9 Sabbaticals for purposes of study or travel
- 8.1.10 Attendance at work-related meetings and staff development opportunities
- 8.1.11 Compulsory leave

### 8.2 Sick Leave

- 8.2.1 Members of the bargaining unit shall be entitled to ten (10) days leave of absence for illness or injury, exclusive of all days they are not required to render service to the District, with full pay for a school year of service. Unit members employed for less than full time shall be entitled to a proportionate number of days' leave of absence for illness or injury. Credit for leave of absence, in any given year, need not be accrued prior to taking such leave by the unit member, and such leave may be taken at any time during the school year. Sick leave entitlement under this section shall be accumulative, without limit, from year to year. Leaves of absence under this section will be automatic, although the District reserves the right to request verification from a medical authority.
- 8.2.2 When a member of the bargaining unit is absent from his/her duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of, or in the course of, employment, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her absence.
- 8.2.3 The provisions of 8.2.2 relating to compensation shall not apply to the first ten (10) days of absence on account of illness or accident of any full time unit member or to the proportion of ten (10) days of absence to which such unit member employed less than full time is entitled, hereunder, on account of illness or accident. The five (5)-month period stipulated in 8.2.2 begins upon termination of the unit member's current annual ten (10) days. Accrued leave beyond the ten (10) days is part of the five (5) month period. Unit members may elect to retain accrued sick leave in excess of 10 days by providing written notification to the Personnel Office.
- 8.2.4 If there is concern by the District management over a unit member's health, on request of the District or its representative, a member of the bargaining unit shall furnish his/her physician's written verification as proof of illness or as verification of the state of the unit member's health. The District may also require the bargaining unit member to be examined by a doctor selected by the District. In the event the District requires an examination by a doctor, it shall be at District expense, and the unit member's physician may be in attendance at the examination. If the District's unit member's health plan will not cover the cost of the attendance of the unit member's physician, the District will pay the cost.

- 8.2.5 Upon the expiration of authorized differential pay, the unit member shall be in an unpaid status.

### 8.3 Industrial Illness or Accident Leave

- 8.3.1 Members of the bargaining unit shall be allowed industrial accident and illness leave for up to sixty (60) days during which the schools of the District are required to be in session, or when the unit member would otherwise have been performing work for the District in any fiscal year, for the same accident. Allowable leave shall not be accumulated from year to year. Industrial accident or illness leave shall commence the first day of absence. When a member of the bargaining unit is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs, when added to his/her temporary disability indemnity under Division 4 or 4.5 of the Labor Code, will result in payment to him/her of not more than his/her full salary. The phrase "full salary" as utilized in this section shall be computed so that it shall not be less than the unit member's average weekly earnings as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings as set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in Section 44977, 44978 and 44983 of the California Education Code, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of no more than his/her full salary.
- 8.3.2 During any paid leave of absence the unit member shall endorse to the District the temporary disability and indemnity checks received on account of his/her industrial accident or illness. The District in turn shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.
- 8.3.3 Any unit member receiving benefits as the result of this section shall, during periods of illness or injury, remain within the State of California unless the District authorizes travel outside the State.

### 8.4 Maternity Leave

- 8.4.1 Leave of absence in the nature of sick leave may be granted for any unit member who is required to be absent from duties for disabilities caused by or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom. When possible, written notice should be submitted six weeks in advance of leave.

- 8.4.2 The beginning and ending dates of such sick leave will be determined by the unit member and her physician, with written certification required from the physician at the beginning of the leave of absence, to verify that illness or disability is a specific consequence of pregnancy, miscarriage, childbirth, or recovery therefrom. In those instances where the ending date of the pregnancy disability is expected to exceed six (6) weeks following the birth or miscarriage, the District may require the unit member to be examined by a District selected physician. This examination shall be at the District's expense, and the unit member's physician may be in attendance at the examination. If the District's unit member health plan will not cover the cost of the attendance of the unit member's physician, the District will pay the cost.
- 8.4.3 At the request of the unit member and at the discretion of the District, additional leave may be granted for the school year or a portion thereof following childbirth. If such a discretionary maternity leave of absence is requested, the request shall be made in writing to the Superintendent as soon as possible prior to the beginning date of the leave. Compensation in terms of salary and fringe benefits shall be in accordance with State and/or Federal Family Care Leave Laws. However, the District retains the authority set forth in Education Code Section 44963 to grant additional leave of absence with pay where, in the judgment of the District, paid leave of absence is justified.
- 8.4.4 Section 8.4.3 shall be construed as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom be treated as leaves for illness, injury or disability.
- 8.4.5 Upon terminating leave, the administration will make every reasonable effort to reinstate the unit member in the same relative position if desired, but no obligation is incurred to do so.

## 8.5 Professional Time Off

- 8.5.1 With three days prior approval (when possible), ten (10) of the ten (10) days of leave of absence for illness or injury as allowed pursuant to Education Code Section 44981 may be used by the unit member, at his/her election.
- 8.5.2 Professional time off days may be allowed for other reasons at the discretion of the Superintendent or designee. However, no such leave shall be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters, which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a particular request reflects true professional time off.
- 8.5.3 The unit member shall request advance permission for professional time off, except in urgent situations such as the death or serious illness of a member of the immediate family or an accident involving the unit member's person or property or the person or property of a member of the immediate family.
- 8.5.4 After any absence due to a professional time off, the unit member shall verify the absence by submitting a completed and signed district absence form to his/her immediate supervisor.

#### 8.6 Bereavement Leave

- 8.6.1 Each unit member shall be granted up to six (6) days paid bereavement leave on account of the death of any member of his/her immediate family. No deduction shall be made from salary of such unit member nor shall such leave be deducted from leave granted by other sections of this contract.
- 8.6.2 Members of the immediate family, as used in this section, means the husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, aunt and uncle, niece and nephew, son-in-law, daughter-in-law, grandchild, foster parent, stepparent, stepson, stepdaughter, foster son, foster daughter, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the unit member.

#### 8.7 Jury Duty Leave

- 8.7.1 Unit members shall be granted leave for jury duty with pay up to the amount of the difference between the unit member's regular earnings and any amount received as juror's fees.
- 8.7.2 Unit members shall be granted leaves to appear in court as witnesses other than litigants 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. Such unit members shall receive pay up to the amount of the difference between the unit member's regular earnings and any amount received for witness fees. An unit member may take time off work in order to:
  - 8.7.2.1 Serve on an inquest jury or trial jury.
  - 8.7.2.2 Comply with a subpoena or other court order to appear as a witness, including but not limited to cases in which the unit member is a victim of a crime.
- 8.7.3 Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.
- 8.7.4 Unit members shall be granted up to 20 days of paid leave per year for service performed within the state on any boards, commissions, committees or groups authorized by Education Code 44987.3, provided that the service is in the State of California, the organization informs the district in writing of the service and the organization reimburses the district, upon the district's request, for compensation paid to the unit member's substitute and for actual related administrative costs.

#### 8.8 Personal Leave for School Activities

- 8.8.1 Any unit member who is a parent, guardian or grandparent having custody of one or more children in grades K-12 may use up to 40 hours of personal leave each school year in order to participate in school activities. Such leave shall not exceed eight hours in any month of the school year, and the unit member shall give reasonable advance notice of the absence. If both parents of a child are employed at the same work site, this leave shall be allowed for

the first parent who applies; simultaneous absence by the second parent may be granted by the Superintendent or designee.

8.8.2 The unit member shall use existing personal leave for purposes of this leave and shall provide documentation from the school upon request to prove that he/she participated in school activities at the time of the leave.

8.8.3 In lieu of using personal leave, eligible unit members giving reasonable advance notice may take up to 40 hours without pay each school year for this purpose, not to exceed eight hours in any month.

## 8.9 Discretionary Leave

The following leaves are discretionary. The Board may grant leaves using, but not limited to, the following criteria: years of service, advantage to the unit member/district, reason for the leave, duration of the leave, unit member evaluations, attendance/accumulated sick leave, and service to the district.

### 8.9.1 Sabbatical Leave

The purpose of the sabbatical leave is professional improvement of the unit member, which will ultimately benefit the pupils and the District.

An applicant for sabbatical leave must have rendered service in the District for at least seven (7) consecutive years immediately preceding the sabbatical leave, and not more than one (1) year's leave, or its equivalent, shall be granted in each seven-year period.

Approval of sabbatical leaves will rest with the District and in no case will the number be greater than four (4) in any one (1) year.

#### 8.9.1.1 Sabbatical Leave for Study or Travel

#### 8.9.1.2 Additional Professional Study

An applicant who submits a detailed program of study for a sabbatical leave of absence shall be a full-time student.

#### 8.9.1.3 Acceptable Travel

An applicant who desires to travel must submit a detailed statement of the proposed itinerary. Travel must be related to the schoolwork of the unit member.

The program or statement under 8.9.1.2 or 8.9.1.3 above shall include plans to increase the teacher's knowledge in all or part of the following general areas:

#### 8.9.1.4 Increased knowledge of the teacher's subject areas

#### 8.9.1.5 Improvement in teaching techniques

#### 8.9.1.6 Increased understanding of educational psychology

8.9.1.7 Attainment of better understanding of the problems of the world

8.9.2 Compensation and Salary Increase

The unit member shall receive such compensation during the period of the leave as the Governing Board and unit member may agree upon in writing, but the compensation shall not be less than the difference between the salary of the unit member on leave and salary of a substitute unit member in the position which the unit member held prior to the granting of the leave. The Governing Board may pay the unit member on leave any amount up to and including his/her full salary. The unit member may agree in writing not to receive compensation during the period of the leave.

8.9.3 Evidence of Fulfillment of Leave

Each unit member returning from leave shall file, before returning to duty, a transcript of work taken and grades earned, or summary of his/her trip, together with a statement of the educational growth believed to be obtained, and any other evidence that the objectives stated in the unit member's application have been met.

8.9.4 Length of Leave

A sabbatical leave may be granted for a period of not more than one (1) year.

8.9.5 Deadline for Applications

Applications for sabbatical leave for the following school year should be filed with the building principal on or before January 10.

8.9.6 Posting of Bond

Each unit member who is granted a sabbatical leave will be required to furnish to the District a surety bond in an amount equal to the total compensation and benefits to be paid to the applicant during said leave of absence. This bond is to be conditioned so as to reimburse the District for the amount of salary and benefits paid the applicant while on leave in the event the applicant fails to return to the employ of the District following return from said leave of absence. The surety bond shall guarantee performance by the teacher of the contractual agreement for study or travel.

8.9.7 Method of Payment

The compensation shall be paid to the unit member while on the leave of absence, in the same manner as if the unit member were teaching in the District, upon the furnishing by the unit member of a suitable bond indemnifying the Governing Board of the District against loss in the event that the unit member fails to render at least twice the length of the leave in the employ of the District following the return of the unit member from leave of absence. The bond shall be exonerated in the event the failure of the unit member to return, due to death or physical or mental disability of the unit member.

8.9.8 Effects of Sabbatical Leave on Retirement

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The member's normal percentage rate of deduction for retirement purposes shall be applied to the actual salary received by the members of the bargaining unit from the District. To qualify for full-service credit, the members may elect to pay both the District and the member's contributions based upon full contract salary.

### 8.10 Leaves of Absence due to Professional Appointments or Election to Public Office Positions

- 8.10.1 The District may grant a unit member permission to absent himself/herself from his/her regular job when he/she is selected or appointed to a professional committee at the State level dealing with education, is acting under contract as an educational consultant in his/her area of proficiency or is elected or appointed to a public office.
- 8.10.2 Advanced approval shall be obtained from the District based upon the recommendation of the Superintendent prior to unit member appointment or election.
- 8.10.3 The unit member, if granted approval, will receive the difference between his/her salary and the cost of a substitute. If the unit member appointment or election provides for a stipend, salary, or other honorarium, the unit member is entitled to the money less the cost of his/her replacement during his/her absence.

### 8.11 Other Leaves of Absence

Leaves of absence may be granted for any reason considered to be prudent by the District. This type of leave may be with or without pay, in accordance with Education Code Section 44963. A member of the bargaining unit who has exhausted all entitlement to leave and who is absent because of accident or illness, may be granted additional unpaid leave, upon request of the unit member, for six (6) calendar months. The District, on request of the unit member, may renew the unpaid leave of absence for two additional six- (6) month periods of such lesser leave periods as it may provide, but not to exceed a total of eighteen (18) months. Health benefits authorized by the District may be paid by the School District during such authorized leave. The Governing Board authorizes the District Superintendent to grant temporary leave status, not to exceed the number of days required to schedule a routine request for a leave of absence on the agenda of a regular Board Meeting.

### 8.12 Family Care and Medical Leave: The District shall provide a unit member, upon request, Family Care and Medical Leave in accordance with this Article.

#### 8.12.1 Eligibility

8.12.1.1 Unit members are eligible for leave under this Articles provided by law

8.12.1.2 Leave under this Article shall be granted upon request of a unit member, whenever in the judgment of the unit member she/he needs leave because of the unit member's health condition, the health condition of a member of the unit member's family, the birth of a child of the unit member, or placement of a child with a unit member in connection with adoption or foster care of the child by the unit member.

8.12.1.3 As used in this Article, "family" includes all persons listed in Article VIII of the Agreement.

8.12.1.4 A unit member's eligibility for leave under this Article shall not be affected by entitlement, or lack thereof, of another member of the unit member's family to any leave benefit under any statute or any employment.

8.12.1.5 A unit member eligible for leave under this Article may substitute therefore any accrued leave, paid or unpaid, under this Agreement.

#### 8.12.2 Duration

8.12.2.1 Leave under this Article may be as short as half a workday.

#### 8.12.3 Benefits

8.12.3.1 Leave under this Article shall entitle the unit member to all economic benefits of employment, except for salary, on the same basis as if the unit member were not on leave.

8.12.3.2 Leave under this Article shall entitle the unit member to continued accrual of all "service related" rights of employment, including, without limitation, seniority, salary advancement, reemployment, and participation in optional benefit programs such as early retirement.

8.12.3.3 Leave under this Article shall run consecutive to, not concurrent with, other leave available to the unit member.

#### 8.12.4 Return to Work

8.12.4.1 Leave under this Article shall terminate whenever the unit member returns to continuous active service following notice as provided below.

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8.12.4.2 A unit member returning from leave under this Article shall be reinstated immediately to the position held by the unit member at the commencement of the leave.

8.12.4.3 A unit member who while on leave under this Article gives notice of resignation or retirement, shall be deemed to have resigned or retired, as appropriate, on the next work day following expiration of the leave.

### 8.12.5 Procedures

8.12.5.1 Leave under this Article shall commence on the date indicated by the unit member in the leave notice provided by the unit member to the HR department. As a courtesy the member is encouraged to inform their immediate supervisor.

8.12.5.2 The leave notice shall specify: Leave will be taken pursuant to this Article, the date the leave commences, the anticipated pattern of leave use if the unit member will not be absent continuously, whether the unit member will substitute other paid leave for leave under this Article and if so how much paid leave, and the anticipated date of return to continuous active service, if known to the unit member.

8.12.5.3 Leave under this Article shall terminate on the next working day following the date indicated by the unit member in the return notice provided by the unit member to the HR department. As a courtesy, the member is encouraged to also inform their immediate supervisor.

8.12.5.4 The return notice shall specify: That the unit member is on leave pursuant to this Article, that the unit member will return to continuous active service, and the date upon which the unit member will return to continuous active service.

8.12.5.5 Delivery of a leave or return notice shall be by via email, certified mail, or hand delivered and time stamped to the HR department of the unit member's absence from or return to continuous active service. As a courtesy the member is encouraged to inform their immediate supervisor.

8.12.5.6 If a unit member on leave under this Article determines to resign or retire without returning to continuous active service, the unit member shall provide written notice of such determination to the District, designating the last day of employment. Leave under this Article shall terminate without further notice to the District on the next workday following the day designated by the unit member as the last day of employment.

8.12.5.7 A unit member who, while on leave under this Article, provides written notice of determination to resign or retire, may rescind the resignation or retirement within thirty (30) days of submission.

### 8.12.6 Relationship to Other Benefits

8.12.6.1 Leave under this Agreement is in addition to and supplements all other benefits accorded a unit member or any member of her/his family under this Agreement, or under any statute, or under any other employment.

## ARTICLE IX

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### 9. EXCHANGE DAYS

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- 9.1 All part-time unit members may voluntarily exchange days with other part-time unit members without loss of pay, benefits, or sick leave.
- 9.2 Exchange day requests will be submitted to the site(s) administrator at least five (5) working days prior to the trade. Administrators may grant an exception to this five-day rule in special circumstances.
- 9.3 All exchange day requests shall be submitted on the exchange day form. (see Appendix A-2a)
- 9.4 The approval or denial of exchange days shall be the sole discretion of the site(s) administrator(s). This decision shall not be arbitrary or capricious, or without basis. If a request is not approved, the administrator(s) will present, in writing, his/her reasons for denying the exchange.
- 9.5 If the unit member who is responsible for being in that classroom should be absent because of illness, or personal necessity, the sick day (or personal necessity day) shall be charged to that unit member.
- 9.6 The District and/or Association bear no responsibility for the enforcement of private exchange day agreements between individual unit members nor shall the District or Association be liable for the payment of additional compensation based on any unit member working beyond his/her regular work year pursuant to any private exchange day agreement.

## ARTICLE X

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### 10. COMPENSATION

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- 10.1 Certificated salary schedules: Inclusive of Appendix C (Certificated Salary Schedule); Appendix D (Academic Stipend Schedule); Appendix E (Sports Stipend Schedule); and Appendix F (Certificated Hourly Salary Schedule).

Effective July 1, 2021, the 2020-21 certificated salary schedules shall be increased by 5% across the board. Implementation of salary schedule(s) will take effect for all current members at time of ratification and payable no more than 60 days after Board Approval. The parties agree to re-open compensation and benefits for the 22-23 school year.

- 10.2 Health and Welfare Benefits: benefit participation is mandatory for all full-time unit members as a condition of employment

- 10.2.1 The District will make available for all members of the bargaining unit and eligible dependents medical/hospital, dental and vision plans selected by the unit. The District's share of the costs for this plan shall not exceed \$825 per month. The District contributes \$75 monthly towards vision and dental care. The District's contribution for part-time unit members for both the medical/hospital plan and for the vision and dental care program shall be prorated to reflect the percentage of time worked as compared to that of a full-time unit member. The part-time unit

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member may refuse these benefits. All unit members are responsible for all amounts over the cap. (Changes will take effect the month following ratification of the agreement between the parties.)

10.2.2 Life insurance and salary protection plans are provided by the District for eligible unit members as determined by the carrier.

### 10.2.3 Retirement Health Benefits

The District shall maintain a health insurance assisted retirement plan which provides each retiree insurance with his/her choice of the plans offered to all active unit members. To be eligible to participate in this program, a unit member must be at least 53 years of age with at least ten (10) years of service in the Calaveras Unified School District, and must submit a letter of resignation to the District indicating a definite intention to retire. Any service in a school district other than a substitute basis after the date of resignation will terminate eligibility for participation in the health insurance assisted retirement plan.

Unit members hired before July 1, 1996, shall receive District support based upon the following:

Retirement Age 53-55	District pays 100% of Premium Cost
Retirement Age 56	District pays 95% of Premium Cost
Retirement Age 57	District pays 90% of Premium Cost
Retirement Age 58	District pays 85% of Premium Cost
Retirement Age 59	District pays 80% of Premium Cost
Retirement Age 60	District pays 75% of Premium Cost
Retirement Age 61	District pays 70% of Premium Cost
Retirement Age 62	District pays 65% of Premium Cost
Retirement Age 63	District pays 60% of Premium Cost
Retirement Age 64	District pays 55% of Premium Cost

Unit members hired after July 1, 1996, retiring under this plan shall have District-assisted health insurance premium payments to age 65 providing that they elect to do so at the time of retirement, and there is no break in membership in the benefit program. District support shall be as follows:

Retirement Age 53-55	District pays 100% of Benefit Cap Amount
Retirement Age 56	District pays 95% of Benefit Cap Amount
Retirement Age 57	District pays 90% of Benefit Cap Amount
Retirement Age 58	District pays 85% of Benefit Cap Amount
Retirement Age 59	District pays 80% of Benefit Cap Amount
Retirement Age 60	District pays 75% of Benefit Cap Amount
Retirement Age 61	District pays 70% of Benefit Cap Amount
Retirement Age 62	District pays 65% of Benefit Cap Amount
Retirement Age 63	District pays 60% of Benefit Cap Amount
Retirement Age 64	District pays 55% of Benefit Cap Amount

At age 65 all unit members may elect to continue medical, dental, and vision through the CUEA chosen provider at their own expense. Unit members may also elect to remain on the

District Dental and Vision policies, if they are applicable, from the date of retirement at their own expense.

10.2.4 Unit members, at the time of retirement, can opt for the minimum available benefit package offered by the District and be paid, in cash, 50% of the premium savings between the minimum available plan and the plan the unit member would have otherwise received. The retiree must provide notification to the District by July 1 for each ensuing year of his/her intent to opt out. The decision to elect for the annual buyout must be made each year, and does not trigger future year buyouts automatically.

10.2.5 Unit members who are absent due to illness and who have exhausted their accumulated paid leaves shall continue to receive coverage as defined in Appendix A-3 through the end of the school year in which the illness occurred.

10.2.6 Unit members on Board approved leaves of absence shall have the option to continue to receive District insurance coverage for the period of the leave upon reimbursement to the District of the full cost of this coverage.

10.2.7 Changes in teacher benefits which are brought about by the amendment or addition to statutory guarantees now provided by California or Federal guarantees or not provided in California or Federal Law shall be incorporated into this Agreement. Within ten (10) days of such change, either party may request renegotiation of the changed item to ascertain its impact on the original Agreement and to make whatever changes are necessary to maintain the intent of the Agreement. Negotiations must commence as soon as possible after the request to do so.

### 10.3 Salaries

10.3.1 Any unit member with a District-assigned class load during a scheduled preparation period will receive an additional one-sixth (1/6) of his/her salary as compensation.

10.3.2 The District's contribution for part-time unit members' salaries, benefits and duty assignments shall be prorated to reflect the percentage of time worked as compared to that of a full-time unit member.

10.3.3 The classifications in the salary schedule are based upon the training and experience of each unit member. Steps within each classification are based upon full years of teaching service. Out-of-district credit is given on a year-for-year basis.

10.3.4 Teaching assignments outside of the regular duty schedule shall be paid according to the Certificated Hourly Schedule (Appendix A-5).

10.3.5 Professional Growth: unit members may receive salary credit units for participation in organized activities as outlined in AR 4141.1 Appendix A-6.

10.3.6 Unit Members asked to substitute for an absent unit member during their lunch or prep period shall be paid according to the Special Assignment Certificated Hourly Schedule (Appendix A-5)

10.3.7 Class Splitting:

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When a unit member from an elementary, middle or high school is absent from his/her classroom, the District shall make every effort to find a substitute teacher.

10.3.7.1.1 Elementary: If the District is unable to secure a substitute teacher for a unit member who is absent and students are placed into one (1) unit member's classroom, that unit member shall be paid the extended day to day substitute rate in addition to their regular pay. If students are placed in two (2) or more unit member's classroom, those unit members shall each receive half (1/2) of the extended day to day substitute rate in addition to their regular salary.

### 10.3.7.2 Middle School:

10.3.7.2.1 In the event the District is unable to secure a substitute teacher for a unit member who is absent and the unit member(s) to whom the students are placed has a class of students, the unit member(s) shall be paid accordingly:

10.3.7.2.1.1 The extended day to day substitute rate in addition to their regular pay if absorbing the whole class.

10.3.7.2.1.2 Half the extended day to day substitute rate in addition to their regular pay if absorbing a portion of the class.

10.3.7.2.1.3 This compensation not to exceed extended day to day rate per day.

### 10.3.7.3 Grades 9-12:

10.3.7.3.1 If the District is unable to secure a substitute teacher for a unit member who is absent and the unit member(s) to whom students are placed has a class of students, the unit member(s) shall be paid accordingly:

10.3.7.3.1.1 The extended day to day substitute rate in addition to their regular pay if the students are placed into one unit member's classrooms.

10.3.7.3.1.2 Half of the extended day to day substitute rate in addition to their regular pay if the students are placed into two or more unit members' classroom.

10.3.7.3.1.3 This compensation not to exceed extended day to day rate per day.

10.3.8 Other bargaining unit members-such as Counselors, Intervention instructors, TOSAs-who cover classrooms for absent teachers shall be compensated at the extended day to day substitute rate.

## 10.4 Stipends

10.4.1 Unit members who attend clinics, conferences, workshops and courses related to sports as approved by the appropriate athletic director or principal will be paid at the rate of 1% per 24 hours of instruction with a maximum of 3% for each sport stipend.

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- 10.4.2 Course work through an accredited college or university can be added to a unit member's salary schedule or converted hours for athletic professional growth, but not both.
- 10.4.3 A coach's stipend will increase by 30% of the base stipend at the beginning of each of the third (3rd) and seventh (7th) consecutive seasons of coaching the same sport.
- 10.4.4 Any coach who has an athlete(s) competing in postseason play will receive an additional one-half (1/2) of 1% of Step 1, Column 1 of the certificated salary schedule.

### 10.5 Additional Compensation

Following the Governor's May revision of the State Budget (May) or the District's Second Interim Report (May), and once the District can confirm the amount of additional unrestricted ongoing revenue limit monies received by the State, the District would allocate 50% of those dollars to teacher compensation. This allocation would be made available to C.U.E.A. effective July 1 of the new school year (i.e. any additional money received during the school year would be allocated to C.U.E.A. effective the following school year.) Should the district receive any new unrestricted one-time revenue from the State, C.U.E.A. would be allocated 50% of those dollars as a one-time compensation package.

### 10.6 Substituting for unit members

- 10.6.1 Unit members will be eligible to substitute for the District.
- 10.6.2 Unit members will be paid at the senior sub rate.
- 10.6.3 It is the unit member's responsibility to notify the District sub coordinator of the dates they are available.

## ARTICLE XI

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### 11 WORKING CONDITIONS

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#### 11.1 Work Days and Hours

- 11.1.1 Classroom teachers will not be required to work in excess of 185 days with the exception of new teachers. New teachers will be required to attend a one-day orientation outside of the 185 days with compensation equal to the member's hourly salary rate up to seven (7) hours. Of those 185 days, two shall be for site-based teacher directed classroom preparation and three days will be for professional staff development.
- 11.1.2 Each bargaining unit member will be expected to attend Back to School Night, Open House, and Parent Teacher Conferences. In addition to the above duties, each bargaining unit member will donate seven (7) hours of adjunct duty time per year. Such duties could include: CST meetings, IEP meetings, extended staff meetings, and other school related committees or programs. Staff meeting time will be considered extended when it exceeds two hours of outside contract time per month.

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- 11.1.3 Unit member duties that exceed the number of hours specified above shall require that the unit member be compensated for such additional hours at the rate of pay delineated in the Certificated Hourly Salary Schedule (Appendix A-5).
- 11.1.4 Any unit member requested to work outside of his/her contracted days shall be compensated.
- 11.1.5 The unit members' work day will be seven (7.0) hours, including lunch period. Each teacher will be allowed a duty-free lunch period of not less than thirty (30) consecutive minutes.
- 11.1.6 All unit members shall be provided a scheduled personal necessity break of not less than ten (10) minutes each morning.
- 11.1.7 Site Administrators will make a good faith effort to minimize the number of subject matter preparations required of each secondary teacher, and will consult with the teacher prior to assigning more than three (3) different preparations, giving good faith consideration to the unit member's suggestions.
- 11.1.8 District and site administrators, in consultation with staff, will implement strategies to minimize the impact of District-mandated assessments on unit members' time and resources. The Association will have the right to consult on issues that are not otherwise subject to mandatory negotiation that affect the working conditions of its members. The District will provide adequate training time and resources before implementing these changes.
- 11.1.9 The District will provide equitable prep time for all unit members including members with less than full-time positions who will be provided with equitable prep time on a pro-rata basis. For 6-12 unit members at departmentalized sites, equitable prep time shall be equivalent to one (1) full class period per day. For 6-12 Special Education unit members, at departmentalized sites, equitable prep time shall be the equivalent of two (2) class periods per day to include testing and collaboration with no assigned students. For other TK-6 unit members, equitable prep time shall be before and after-school and Friday afternoons. For other TK-6 Special Education unit members, equitable prep time shall be an additional 120 minutes per week (72 hours per year) to include testing and collaboration with no assigned students. Teachers will otherwise be compensated at their hourly rate of pay up to a maximum of 120 minutes per week when the teacher and site administrator agree that such time was not feasible in a given week. Prep time will not be impacted by campus supervision duties before or after school. Leadership shall have the right to organize Friday afternoon professional development opportunities, and unit members shall have the right to voluntarily attend.

Applicability of Grades 7-12 CBA Provisions to TMS Sixth Grade Teachers. In addition to the modification of 11.1.9, beginning July 1, 2019, any and all provisions of the CBA that specifically address grades 7-12 shall also apply to sixth grade teachers at TMS.

### 11.2 Kindergarten

The Kindergarten unit member shall be available for assistance or assignment in the instructional program of the primary grades when not involved in the Kindergarten program. The principal of each

school with a Kindergarten program shall meet with the Kindergarten unit member(s) and assign duties that would be beneficial to the educational program during the Kindergarten unit member's remaining instructional time.

### 11.3 Job Share

Job sharing is defined as a single teaching assignment which is temporarily shared by two teachers, one of whom is tenured. All job sharing applications are subject to approval by the District upon recommendation by the Superintendent and the site administrator.

Eligible unit members may apply for a job sharing position under the following conditions:

- 11.3.1 The application must have the approval of the site administrator.
- 11.3.2 Job sharing applications must be submitted by January 15 and confirmed by February 15. Exceptions to this may be requested by eligible unit members and are subject to site, district and board approval. Eligible unit members on shared contract have the right to move into full-time status the following school year. The District will make every effort to reinstate the unit member in the same relative position, if desired, but no obligation is incurred to do so. Job sharing positions may be extended beyond one year with permission of the site administrator, the Superintendent, and the Board.
- 11.3.3 Unit members' assigned job sharing positions must attend all faculty meetings, District and school in-service meetings and workshops, and pre- and post-school orientation meetings and workshops during the period of time that they are physically on duty.
- 11.3.4 Job sharing unit members must plan regular joint planning meetings with the schedule to be agreed upon by the principal and the unit members prior to submission of the proposal to the Board.
- 11.3.5 Job sharing unit members will receive the full-time salary pro-rated based on the contract and be able to participate in the District health and welfare program on the same basis.
- 11.3.6 Job sharing unit members will earn sick leave and personal necessity leave pro-rated based on the contract.
- 11.3.7 Job sharing unit members will earn salary advancement credit every two years served in a job sharing position. If only one year is served in a job sharing position, the credit for the one year will be "banked" until another year is served to equal *one (1) year* for advancement on the salary schedule.
- 11.3.8 Job sharing unit members are encouraged to substitute for each other in the event of absence of one or the other so as to cause minimal disruption to the educational program. The unit member who substitutes for his/her job share partner will receive his/her current daily rate of pay.
- 11.3.9 The Board has the authority to terminate a job sharing assignment at any time if it is shown that there are detrimental effects to the students from the arrangement. If this is necessary,

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the unit members will be reassigned to a position within the District comparable in time to that served before the job-sharing arrangement was begun.

- 11.3.10 For a less than full-time position, unit members will receive the full-time salary on a pro-rated basis and be able to participate in the District health and welfare program on the same basis.
- 11.3.11 For a less than full-time position, unit members will earn sick leave and personal necessity leave on a pro-rated basis.
- 11.3.12 For a less than full-time position, unit members will earn salary advancement credit on a pro rata basis. If the position is for 75% or more of the year, a full year of pro-rata salary advancement credit shall be applied.
- 11.3.13 Unit members serving in a less than full-time position, excluding job shares, shall be eligible for permanent status after completing two consecutive years in the less than full time assignment.

### 11.4 Academic Freedom

- 11.4.1 The District and the Association recognize the intrinsic value of academic freedom to the educational process. To that end, both parties agree that:
- 11.4.2 Since the interests of students are served through the open exchange of ideas and positions which include popular and unpopular views, bargaining unit members shall not be required to avoid controversial issues or material provided that such content is provided for in the Course of Study.
- 11.4.3 Bargaining unit members shall attempt to provide balanced presentations of a range of points of view concerning controversial issues.
- 11.4.4 Bargaining unit members shall be free to express their own opinion or point of view so long as they indicate clearly that it is a personal opinion and, while being valid for the teacher, may or may not be valid for others.

### 11.5 Nepotism

Members of the same family may be employed at the same department or work location when approved in writing by the Superintendent or his/her designee, but the appointment of members of the same family who would be in direct lines of supervision shall not be approved.

### 11.6 Classroom Interruptions

The administration and the certificated staff will endeavor to hold classroom interruptions to a minimum. Interruptions which are necessary due to workload or schedules will be planned for in advance so they can be minimized. Emergencies will be handled as quickly and efficiently as possible.

### 11.7 School Closures due to Natural Disasters

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No unit member shall lose compensation or accrued leave due to natural disaster or administrative decision to close schools. In the event of school closure, unless specified in the closure announcement, unit members are expected to check in with site supervisors to discuss if reporting is advised and safe.

### 11.8 School Safety

The District and CUEA shall establish a joint Safety Committee with equal representation of CUEA unit members and management. There shall be no less than (3) three CUEA-appointed unit members on the Committee. The committee shall have the authority to define the scope of its work and meetings within the purpose of improving school safety and climate. Decisions shall be by mutual agreement between CUEA, the District, and other committee members. Other stakeholders shall be added to the Safety Committee by mutual agreement. All participation is voluntary in nature.

## ARTICLE XII

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### 12 TRANSFER AND ASSIGNMENT

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#### 12.1 Definition of Terms

- 12.1.1 Vacancy: A vacancy is a budgeted, unfilled position.
- 12.1.2 Transfer: A relocation of a unit member from one school site to another.
- 12.1.3 Reassignment: A reassignment is the movement of a unit member from one subject area to another subject area or one grade level to another grade level.
- 12.1.4 Voluntary Transfer or Reassignment: A transfer or reassignment initiated by the unit member.
- 12.1.5 Involuntary Transfer or Reassignment: A transfer or reassignment initiated by the District.

#### 12.2 Notification of Vacancies

- 12.2.1 Vacancies: All vacancies shall be posted at all school sites and shall contain the following:
  - 12.2.1.1 A closing date.
  - 12.2.1.2 Job title, primary or intermediate, subject area, site, contract year, and description as needed.
  - 12.2.1.3 Necessary qualifications to meet the requirements of the position.
- 12.2.2 Vacancies will be posted in designated areas of Calaveras Unified School District, the Personnel Office, District Website, and may be published with various agencies.

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- 12.2.3 When a vacancy occurs during the school year, such a vacancy shall be advertised.
  - 12.2.3.1 For a vacancy that occurs within the first ten (10) instructional days of the year, current bargaining unit members shall have the right to apply for the vacancy.
  - 12.2.3.2 New teachers assigned to vacancies after the first ten (10) days of the school year shall not be considered permanently assigned to such positions during the school year in which they are hired and those positions will be considered vacancies for the ensuing school year.
- 12.2.4 Fulltime probationary and/or permanent unit members shall have first right of refusal of vacancies at their site.
- 12.3 Transfers: All transfers will be documented in writing and placed in the unit member's personnel file.
  - 12.3.1 Voluntary Transfers
    - 12.3.1.1 In response to a posted position, a unit member must file a written request with the Superintendent or designee requesting the transfer.
    - 12.3.1.2 The approval or denial of the transfer shall be at the discretion of the site(s) administrator(s). The decision shall not be without basis. If a request is not approved, the administrator(s) will present, in writing, his/her reasons for denying the transfer. The applicant with the longest district seniority shall have first consideration for the vacant position if he/she is properly credentialed. Preference shall be granted to those unit members who have been involuntarily transferred within the previous two (2) years. One transfer per year will be allowed.
  - 12.3.2 Involuntary Transfers
    - 12.3.2.1 Involuntary transfers shall be at the discretion of the Superintendent or designee, but the Superintendent or designee must demonstrate just cause.
    - 12.3.2.2 If a unit member does not agree with the transfer, the unit member has three working days to request a conference with the site administrator to discuss alternatives to the transfer. This request must be in writing.
    - 12.3.2.3 If following the conference, the unit member still does not agree with the transfer, the unit member shall have three (3) working days to submit a rebuttal in writing to the Superintendent. The Superintendent or designee shall schedule a conference wherein the reasons for the proposed transfer shall be thoroughly considered. This conference shall be held within seven working days of receipt of the request. The unit member may be represented by the Association at the conference. The Superintendent or designee shall then issue a decision within two (2) working days to the unit member and the site administrator.

Unit members who are involuntarily transferred during the work year will be allowed up to two days of per diem pay for the transfer, upon submission of a timesheet recording the time outside of the contractual day.

#### 12.3.3 Involuntary Transfers Due to Staff Allocations

12.3.3.1 When a school site must reduce its staff, the Superintendent or designee shall seek volunteers by notifying all affected unit members. If no unit member volunteers to transfer, the District has the right to transfer the properly credentialed unit member with the least district-wide seniority at the site. Permanent unit members who have been involuntarily transferred twice within the past two consecutive years will be exempt.

12.3.3.2 Unit members being considered for involuntary transfer under this section shall be given the right of first refusal for any open position for which they are qualified.

12.3.3.3 Unit members who are involuntarily transferred during the work year will be allowed up to two days of per diem pay for the transfer, upon submission of a timesheet recording the time outside of the contractual day.

12.4 Reassignments: to the extent possible, the principal will notify staff of pending teaching assignments. At any time, a unit member shall have the right to request a reassignment in writing to the site administrator.

#### 12.4.1 Voluntary Reassignments

12.4.1.1 A unit member must file a written request with his/her administrator.

12.4.1.2 The approval or denial of the reassignment shall be at the discretion of the site(s) administrator(s). This decision shall not be without basis. If a request is not approved, the administrator(s) will present in writing, his/her reasons for denying the reassignment. The applicant with the longest district seniority shall have first consideration for the reassignment position if he/she is properly credentialed. Preference shall be granted to those unit members who have been involuntarily transferred within the previous two (2) years.

#### 12.4.2 Involuntary Reassignments

12.4.2.1 Each reassigned unit member shall be given written notice of next year's tentative assignment no later than the last instructional day of the current school year. The notice shall specify the site, grade level, subject area, position and room to which the unit member will be tentatively assigned.

12.4.2.2 An administrator may reassign a unit member with the appropriate credential to a different assignment within the same school. This reassignment must be in writing and include supporting rationale for the reassignment.

- 12.4.2.3 If the unit member does not agree with a reassignment, the unit member has three working days to request a conference with the site administrator to discuss reasons for an alternative to the reassignment. This request must be in writing.
- 12.4.2.4 If following the conference, the unit member still does not agree with the reassignment, the unit member shall have three (3) working days to submit a rebuttal in writing to the Superintendent. The Superintendent or designee shall schedule a conference wherein the reasons for the proposed reassignment shall be thoroughly considered. This conference shall be held within seven (7) working days of receipt of the request. The unit member may be represented by the Association at this conference. The Superintendent/designee shall then issue a written decision within two (2) working days to the unit member and site administrator.
- 12.4.2.5 Unit members who are involuntarily reassigned during the work year will be allowed up to two days of per diem pay for the reassignment upon submission of a timesheet recording the time outside of the contractual day.

## ARTICLE XIII

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### 13 EVALUATION

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- 13.1 It is understood and agreed that the intent of evaluating unit members is to improve the quality of instruction. Those responsible for evaluation are expected to follow prescribed procedures of identifying strengths and deficiencies and maintain accurate and impartial objective records as set forth in the evaluation procedures (Appendix A-8).
- 13.2 A unit member shall have the right to inspect his/her yearly evaluation files maintained at the unit member's school site at times when the unit member is not otherwise required to perform services for the District. The evaluator or designee will monitor the review.
- 13.3 The unit member shall be given the opportunity to append written statements of his/her views to any observations/evaluation reports and such statements shall be included in the teacher's personnel file.
- 13.4 Evaluation of classroom performance shall not be predicated upon the unit member's use of "controversial" teaching materials provided that such materials are consistent with the age and maturity level of the affected students within the district's educational and curriculum guidelines and policies, and are used in an appropriate pedagogical manner.
- 13.5 Only the procedural aspects of this article are grievable, not the judgment(s) of the evaluator or other individuals involved in the procedure.
- 13.6 Unit members shall not evaluate other unit members.
- 13.7 Definitions:

Observation:

Informal - unannounced for any duration and/or frequency in any work setting.

Formal - announced with a pre-conference to discuss the lesson with the criteria established, with notes taken, followed by a post conference with a written worksheet.

Summative Evaluation:

A summary of formal and informal observations, conferences and other data, which occur at least twice a year for temporary and probationary teachers and every two years for tenured teachers, or at least every five years for personnel with permanent status who have been employed at least ten years with the school district, are highly qualified, and whose previous evaluation rated the unit member as meeting or exceeding standards, if the evaluator and certificated unit member being evaluated agree in accordance with Education Code 44664(a).

### 13.8 Procedure

Procedures for the evaluation process are based upon the unit member's Tier status.

Tier I – Directed Supervision –includes new unit members eligible for BTSA; new unit members not eligible for BTSA such as, but not limited to, interns, teachers on emergency credentials, temporary teachers, and experienced teachers new to the district (Appendix A-9).

Tier II – Self-Directed Supervision –participants are tenured unit members who are demonstrating competency in the Standards for the Teaching Profession. Unit members may participate as part of a team (with grade level colleagues, members of department teams, across schools or in any combination) or work individually. In cases of inter-school teams, all administrators of the involved schools are included in the planning (Appendix A-10).

Tier III – Professional Assistance – is designed for tenured unit members in need of specific professional assistance/guidance in identified areas of the Standards for the Teaching Profession, as determined by the site administrator through the evaluation process (Appendix A-11).

### 13.9 Personnel Files

13.9.1 Except as authorized by law, the District shall not base any adverse action against a unit member upon materials, which are not contained in such unit member's personnel file. The District shall base any adverse actions against a unit member only upon material placed in the personnel file after the unit member has been notified of the material being filed relative to that incident.

13.9.2 A unit member may inspect material in his/her personnel file which may serve as a basis for affecting the status of his/her employment, except materials which:

13.9.2.1 Were obtained prior to his/her employment,

13.9.2.2 Were prepared by identifiable examination committee members, or

13.9.2.3 Were obtained in connection with a promotional examination.

- 13.9.3 A unit member may inspect such materials in his/her personnel file, with the exception of the above specified items, during the normal business hours of the District Office at times other than when the unit member is required to render service. Such inspection shall be required to take place under the supervision of a District administrator or designee.
- 13.9.4 No materials of a derogatory nature, except the above specified items, may be placed in a unit member's personnel file without allowing the unit member an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. The review and comment upon materials of a derogatory nature shall take place during the normal business hours of the District Office, and at times other than the unit member's normally assigned student instruction or supervision duties.
- 13.9.5 Upon written authorization by a unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file. The District shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. All material shall be dated and signed.

## ARTICLE XIV

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### 14 COMPLETION OF NEGOTIATIONS

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During the term of this Agreement, the parties expressly waive and relinquish their rights to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each 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 this Agreement, and even though such subjects or matters were proposed and later withdrawn.

## ARTICLE XV

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### 15 EFFECT OF THIS AGREEMENT

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This written Agreement sets forth the full and complete Agreement between the parties concerning the subject matter hereof and supersedes all prior informal or formal agreements thereon. There are no valid or binding representations, inducements, promises, or agreements, oral or otherwise, between the parties that are not embodied herein.

## ARTICLE XVI

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### 16 SAVINGS

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If any provision of the Agreement or any application thereof to any teacher is held by a court of competent jurisdiction to be either contrary to law and/or to be discriminatory, then such provisions or

applications will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

Should a provision or application be deemed invalid, as described above, any matter reduced or eliminated shall be reinstated to the extent allowable under law. Moreover, the parties shall meet not later than fifteen (15) days after such court decision to renegotiate the provision or provisions affected.

## ARTICLE XVII

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### 17 PEER ASSISTANCE AND REVIEW PROGRAM (PAR)

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The District will maintain a Peer Assistance and Review Program, in accordance with the requirements of state law, so long as funding for it is provided by the state.

## ARTICLE XVIII

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### 18 CAREER TECHNICAL EDUCATION UNIT MEMBERS

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- 18.1 All CTE bargaining unit members are entitled to all the provisions of the parties collectively bargained agreement, including but not limited to, provisions in this article.
- 18.2 Career Technical Education (CTE) bargaining unit members are teachers who are credentialed to teach in one (1) or more Designated Subjects for Career Technical Education or as otherwise allowed by law, including enrollment into any intern program or other program to seek a credential.
- 18.3 CTE unit members who are hired after this agreement is ratified shall be placed on the certificated salary schedule and not required to possess a Bachelor's degree. CTE unit members who are hired after this agreement is ratified, shall be allowed one (1) year of credit for each three (3) years of full-time field experience in their industry sector. Hire date and seniority shall be treated the same as other regular bargaining unit members.
- 18.4 CTE unit members who were hired before this agreement is ratified shall be placed on the certificated salary schedule and are not required to possess a Bachelor's degree. If placement on the certificated salary schedule shall result in a loss of pay (this shall be calculated after the 4% salary increases for all CUEA bargaining unit members, the addition of a preparation period, and additional work days), current CTE unit members shall be placed at the next step and/or column up so they shall not experience any loss of salary for the duration of their employment or until such time as the unit member obtains sufficient educational units in accordance with the CUEA contract to advance across the certificated salary schedule. CTE bargaining unit members shall be placed on the certificated salary schedule effective July 1, 2017. Initial step placement, if there is no loss of pay, shall be pursuant to the CUEA contract.
- 18.5 CTE unit members shall advance across the salary schedule by participating in professional development activities related to the members' area of expertise or CTE credential. For the purpose of advancing across the salary schedule, 15 hours of professional development shall be equivalent to

one (1) unit of college credit. Professional development activities used for salary advancement must be pre-approved and the hours verified by site administrator.

- 18.6 For CTE unit members, the basic workday shall be the same as all other CUEA bargaining unit members. Included in this workday shall be an instructional preparation period, and a 30-minute duty free lunch period. Unit members with less than 50% instruction time shall not qualify for the preparation period. The work year shall be the same as all other CUEA bargaining unit members.

## ARTICLE XXIV

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### 19. TEACHER ON SPECIAL ASSIGNMENT (TOSA)

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Teachers on special assignment who are funded through funds outside of the Local Control Funding Formula (LCFF) revenues that the District receives, may serve in their special assignment at the District's discretion. Teachers on special assignment shall be limited to two (2) teachers' positions district-wide for a maximum of two (2) years so long as classroom student to teacher ratios are adhered to pursuant to the Association and District's MOU on teacher to student ratio.

A teacher on Special Assignment shall not fulfill the role of a supervisory employee, meaning having the authority to evaluate, hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees, supervise, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend such action, if, in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. TOSAs shall not supplant administration at IEPs or other meetings.

- 19.1 A Teacher on Special Assignment is a teacher who performs teaching-related duties outside the classroom in a position other than a classroom teaching assignment. Duties shall include but may not be limited to supporting other teachers in the implementation of assessment development, use of technology, and other classroom support.
- 19.2 Teachers on Special Assignment shall not be counted in the normal student to teacher ratios that govern class size overages and caps.
- 19.3 Teachers on Special Assignment shall work the same contractual day and year as a regular teacher and be paid the same as a regular teacher according to the salary schedule in the Collective Bargaining Agreement. A TOSA may be paid a per diem rate for up to an additional five (5) days per year beyond the regular contractual year and may be scheduled for five (5) flex days during the year.
- 19.4 Teacher on Special Assignment positions shall be posted at all sites in order that all qualified bargaining unit members may apply. Unit members must be of permanent status with at least five (5) years of classroom experience.
- 19.5 If at the end of one (1) year, there is no open position at the school or department due to a decrease in staffing allocation, the TOSA shall become a part of the staff members considered for involuntary transfer based on criteria establish in Section 12.3.2 of the Collective Bargaining Agreement.

# Calaveras Unified School District

## Appendix A-1

### CALAVERAS UNIFIED SCHOOL DISTRICT STATEMENT OF ABSENCE/REQUEST FOR LEAVE

After signing, make three (3) copies:  
Employee/State/Payroll

Name of Employee _____	Employee ID Number _____	Location _____
<b>Instructions:</b> Please fill in the form using the drop-down lists when possible. The date is a drop-down but can be manually edited in the following format 1/1-1/6/07.		Total Hours Absent <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; vertical-align: middle;"></span>

**PERIOD OF ABSENCE:** (Please report all absences in hours)

1	Date	Hours	Type of Absence	Relationship of Deceased:	Sub Funding	Specify Bill Back	Substitute: Name
Description (1): _____							
2	Date	Hours	Type of Absence	Relationship of Deceased:	Sub Funding	Specify Bill Back	Substitute: Name
Description (2): _____							
3	Date	Hours	Type of Absence	Relationship of Deceased:	Sub Funding	Specify Bill Back	Substitute: Name
Description (3): _____							
4	Date	Hours	Type of Absence	Relationship of Deceased:	Sub Funding	Specify Bill Back	Substitute: Name
Description (4): _____							

APPROVED:

Supervisor's Signature _____	Date _____	Employee's Signature _____	Date _____
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<b>Accounting Department Use Only</b>	Salary Adjustment for Absence(s): _____	Assignments: _____ Dock: _____ <b>Total Dock:</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; vertical-align: middle;"></span>
Payroll Run: _____		
Reason for Deduction: _____		

**Full Pay Deduction:**

Day(s) _____	or Hour(s) _____	X	Rate = _____
Day(s) _____	or Hour(s) _____	X	Rate = _____

**Differential Leave:**

<b>Certificated:</b>	Day(s) _____	X	Sub Rate = _____
	Day(s) _____	X	Sub Rate = _____
<b>Classified:</b>	Hour(s) _____	X	Hourly Rate = _____ X 50% = _____
	Hour(s) _____	X	Hourly Rate = _____ X 50% = _____

## *Appendix A-2*

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### **EXCHANGE DAY REQUEST**

This exchange is between \_\_\_\_\_ and \_\_\_\_\_.

The day(s) to be exchanged are \_\_\_\_\_ for \_\_\_\_\_.

It is understood that \_\_\_\_\_ will work \_\_\_\_\_

for \_\_\_\_\_. In exchange \_\_\_\_\_ will work

\_\_\_\_\_ for \_\_\_\_\_.

Both of the teachers involved understand and agree that: if the teacher who is responsible for being in that classroom should be absent because of illness or personal necessity, the sick day (or personal necessity day) shall be charged to that teacher. In addition, the District and/or Association bear no responsibility for the enforcement of private exchange day agreements between individual teachers nor shall the District or Association be liable for the payment of additional compensation based on any teacher working beyond his/her regular work year pursuant to any private exchange day agreement.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

---

This exchange has been (approved/denied) by \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

If denied please see attached reason.

Calaveras Unified School District

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## *Appendix A-2a*

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### **EXCHANGE DAY REQUEST (Sample)**

This exchange is between John Doe and Jane Jones

The day(s) to be exchanged are 1/21/93 for 3/28/93.

It is understood that Jane Jones will work 1/21/93

for John Doe . . . In exchange John Doe will work

3/28/93 for Jane Jones.

Both of the teachers involved understand and agree that: if the teacher who is responsible for being in that classroom should be absent because of illness or personal necessity, the sick day (or personal necessity day) shall be charged to that teacher. In addition, the District and/or Association bear no responsibility for the enforcement of private exchange day agreements between individual teachers nor shall the District or Association be liable for the payment of additional compensation based on any teacher working beyond his/her regular work year pursuant to any private exchange day agreement.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

---

This exchange has been (approved/denied) by Administrator #1 Administrator #2

Signed Administrator #1 Date

Signed Administrator #2 Date

If denied please see attached reason.



# CALAVERAS UNIFIED SCHOOL DISTRICT

3304-B Highway 12  
P.O. Box 788  
San Andreas, CA 95249  
(209) 754-2300  
[www.calaveras.k12.ca.us](http://www.calaveras.k12.ca.us)

## Health and Welfare Benefit Package Certificated Employees 2021-2022 Benefit Year

(October 1, 2021 – September 30, 2022)

Medical Plan	Plan 1A Rx A 100	Wellness	Plan 4B Rx B 90/10	Plan 6B Rx B 80/20	Plan 10D Rx D 80/20	HDHP2	Kaiser Permanente North 1	CVT Bronze Plan
Monthly Composite Rate	\$2121.00	\$1747.00	\$1872.00	\$1724.00	\$1127.00	\$1056.00	\$1961.00	\$970.00
Employer Paid Cap	\$825.00	\$825.00	\$825.00	\$825.00	\$825.00	\$825.00	\$825.00	\$825.00
Employee Cost	\$1296.00	\$922.00	\$1047.00	\$899.00	\$302.00	\$231.00	\$1136.00	\$145.00
Spouse Rate Married couples both working for Districts on CVT Plans AND both on Composite Rate Structure	\$1591.00	\$1311.00	\$1404.00	\$1293.00	\$846.00	\$792.00	N/A	\$728.00
Employee Cost	\$816.00	\$536.00	\$629.00	\$518.00	\$71.00	\$17.00	NA	\$0.00

Rates are effective October 1, 2021 through September 30, 2022. Rates are subject to change October 1, 2022.

Dental & Vision Plan	Delta Dental	VSP
Monthly Rate	\$128.12	\$14.92
Employer Paid Cap For Dental and Vision	\$75.00	
Employee Cost:	\$68.04	

Please refer to the attached CVT Blue Cross Prudent Buyer Options for health coverage comparisons. For more information about health plan coverage, call **Erika Cotta at 754-2311** in the Personnel Department. You may call Blue Cross directly at 800-234-4333 or visit the Blue Cross web site at [www.bluecrossca.com](http://www.bluecrossca.com).

Rates are set through contract provisions with Central Valley Trust and are subject to change annually in October. C.U.E.A. has an open enrollment period every September for plan changes. The Payroll Department will automatically deduct the employee portion from their monthly paychecks beginning with the month the coverage becomes effective.

Full-time employees are required to participate in medical, dental and vision. If an employee has dependents (spouse and children), it is strongly recommended they are enrolled at the time the employee becomes eligible. All plans include spouse/dependent coverage at no additional cost. If a family member is not enrolled at the time of enrollment, they must wait until an open enrollment period to be added.

Staff members who work the full school year will be covered for 12 months. Those employees hired less than full-time are offered benefits on a pro-rata basis consistent with their contract percentage; OR they may opt for no coverage. The district urges any employee who anticipates being on an unpaid leave of absence to contact the Personnel Department to determine what impact, if any, their leave will create for insurance purposes.

We recommend employees call Blue Cross with any questions prior to any treatments/services in order to fully understand the definitions and liabilities for your out-of-pocket expense and the differences between deductibles and co-pays and fiscal year versus calendar year payments.

## **District Paid Insurances**

### **Disability Insurance**

Disability insurance is provided for all employees who have a contract that equals .5 FTE, or more. The Personnel Department will automatically enroll eligible staff members in this program upon the first month of hire. This is a district paid benefit, and there is no cost to the employee.

Disability coverage begins on the 11<sup>th</sup> consecutive day of an illness or injury. It is the responsibility of the employee to notify the Payroll Department when he/she becomes eligible for benefits. To qualify for benefits, forms must be completed by the district, employee, and attending physician/care provider and submitted to the disability carrier.

### **Life Insurance**

Life insurance for staff members is also provided by the district for employees working 20 or more hours per week or have a contract that equals .5 FTE or more. The Personnel Department will enroll all eligible employees upon completion of the enrollment form. This is a district paid benefit, and there is no cost to the employee. Supplemental life insurance is available to employees through a payroll deduction. Please contact the Personnel Department for further information.

## CERTIFICATED SALARY SCHEDULE 2021-22

185 Days	I	II	III	IV	V
STEP	BA	BA + 45	BA + 60	BA + 75	BA + 90
1	46,380	47,927	49,527	51,182	52,891
2	46,381	47,928	49,529	51,183	52,892
3	47,928	49,529	51,183	52,892	54,658
4	49,529	51,183	52,892	54,658	56,484
5	51,183	52,892	54,658	56,484	58,368
6	52,892	54,658	56,484	58,368	60,317
7		56,484	58,368	60,317	62,332
8			60,328	62,332	64,412
9			62,332	64,412	66,563
10			64,412	66,563	68,787
11				68,787	71,082
12-14				71,082	73,457
15-19				74,637	83,263
20-22				78,378	89,761
23+					94,257

MASTERS DEGREE (4.19% of BA, Step 1)

\$1,943

Ed.D/Ph.D DEGREE (4.19% of BA, Step 1)

\$1,943

All full-time teachers on Intern, Emergency,  
and/or Waiver credential documents will receive:  
(Intern rate is .933% of BA, Step 1)

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 \$43,272

Effective: 7/1/2021

Board Approved:

# Appendix A-5

CALAVERAS UNIFIED SCHOOL DISTRICT

## **CERTIFICATED HOURLY SALARY SCHEDULE**

**2021-22**

185 Days	SALARY	PLACEMENT	I BA	II BA+45	III BA+60	IV BA+75	V BA+90
\$ 46,380.00		BA, 01	\$35.81				
\$ 52,892.00		BA45, 05		\$40.84			
\$ 60,328.00		BA60, 08			\$46.59		
\$ 66,563.00		BA75, 10				\$51.40	
\$ 73,457.00		BA90, 12					\$56.72

Effective:  
Board Approved:

## *Appendix A-6*

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### **Certificated Personnel**

**AR 4141.1(a)**

#### SALARY ADVANCEMENT

Teachers may receive salary credit units for participation in organized activities under the following conditions:

The following credits to be applied for advancement on the Certificated Salary Schedule must be:

Approved by Site Administrator (It is recommended that pre-approval be obtained prior to enrollment)

1. All units (semester or quarter) from college or university
2. Continuing Education Units (CEU)
3. School site visitations (credit offered only when unit member off track) - up to five (5) hours of credit maximum per year. Must be signed off at the visited site by an administrator or site secretary upon completion of visit.
4. Lower division units
5. Units repeated
6. Workshops provided outside of those listed under "No Advanced Approval Required."

#### No Advanced Approval Required

In-services through:

CUSD

Delta Sierra Region 6

Professional Development Consortium, which includes five COEs:

1. Tuolumne County
2. Amador
3. Calaveras
4. Stanislaus
5. San Joaquin

#### Qualifying Criteria

The activity must pertain to the current assignment of the teacher or to an assignment that might be considered to be appropriate for that teacher within the coming years.

#### Record Maintenance

Bargaining unit members who submit units for salary schedule advancement by the end of June will receive their pay increase in the July pay warrant. Members submitting units in July, August or September, shall be compensated in the subsequent month with no retroactive pay. In the event of disputed units, the Superintendent or designee will make the final determination.

## Calaveras Unified School District

### Appendix A-6, page 2

#### Conversion of Units

Quarter Units = 2/3 of one semester unit

CEU and In-service Hours (15 contact hours) = one semester unit

(with a maximum of four semester units (or 60 hours) of credit  
being granted in any one school year)

#### Conditions under which Credit will be Allowed

DURING WHAT TIME PERIOD?	WHO PAYS FEES?	WHO PAYS SUBS?	CREDIT?
Contract Hours	No cost to unit member. District pays fees (both General and categorical).	District	No
Contract Hours	Unit member pays fees.	Unit member	Yes
Contract Hours	Unit member pays fees.	District	Yes
Non-Contract Hours	District pays fees but not expenses.	N/A	Yes
Non-Contract Hours	Unit member pays fees. No cost to District.	N/A	Yes

**CALAVERAS UNIFIED SCHOOL DISTRICT**

## CUEA Sports Stipend Schedule

2021-22

Appendix A-7(a)

185 Days

GROUP	PERCENT	AMOUNT
1	13.50%	\$6,261.30
1A	10.50%	\$4,869.90
1B	7.50%	\$3,478.50
2	6.50%	\$3,014.70
3	5.50%	\$2,550.90
4	5.00%	\$2,319.00
5	4.25%	\$1,971.15
6	2.25%	\$1,043.55
7	2.00%	\$927.60
8	1.00%	\$463.80
9	0.50%	\$231.90

**Group 1:**

High School Athletic Director (w/3 yr longevity)

**Group 1A:**

High School Athletic Director (w/o longevity)

**Group 1 B:**

Varsity Football Coach

**Group 2:**~~Fresh/Soph~~ **JV** Head Football Coach

Head Wrestling Coach

Head Basketball Coach

Head Softball Coach

Head Baseball Coach

Head Track Coach

Head Soccer Coach

Head Volleyball Coach

**Group 3:**

Assistant Football Coach (5)

~~Fresh/Soph~~ **JV** Basketball~~Fresh/Soph~~ **JV** Wrestling

Head Swimming Coach

**Group 4:**

High School Spirit Leader

Head Cross Country Coach

High School Trainer

Head Golf Coach (2)

Frosh Basketball Coach (2)

Head ~~Fresh/Soph~~ **JV** Baseball CoachHead ~~Fresh/Soph~~ **JV** Softball CoachHead ~~Fresh/Soph~~ **JV** Volleyball Coach~~Fresh/Soph~~ **JV** Soccer (2)

Head Tennis Coach

High School Ski Coach

High School Water Polo Coach

**Group 5:**

Middle School Basketball (4)

Middle School Athletic Director

Assistant Track Coach (3)

Assistant Swim Coach

Freshman Volleyball

**Group 6:**

Middle School Volleyball (2)

Assistant Softball

Assistant Baseball

Assistant Wrestling

Middle School Wrestling

**Group 7:**

Elem. Basketball (max 4 per school)

Middle School Track

**Group 8:**

Middle School Cross Country

Middle School Spirit

Middle School Asst. Track

Elem. Volleyball (max 3 per school)

Elem. Track

Elem. Cross Country

**Group 9:**

Playoff Bonus

**Longevity:**

A coach's stipend will increase by 30% of the case stipend at the beginning of the 3rd and 7th consecutive seasons of coaching the same sport.

Effective: 7/1/2021

Board Approved:

# CALAVERAS UNIFIED SCHOOL DISTRICT

## Academic Stipend Schedule

2021-22

### Appendix A-7(b)

185 Days

GROUP	PERCENT	AMOUNT
1	7.50%	\$3,478.50
1A	5.88%	\$2,727.14
2	5.00%	\$2,319.00
2A	Annual Rate	\$1,000.00
3	4.25%	\$1,971.15
3A	Annual Rate	\$2,000.00
4	2.25%	\$1,043.55
5	2.00%	\$927.60
6	1.00%	\$463.80
7	0.29%	\$134.50
8	** Per Event	\$45.00

#### Group 1:

District Voc/CTE Director  
Agriculture Instructor  
Lead Teacher (*elementary sites with less than a full-time administrator only*)

#### Group 1A:

PAR Consulting Teacher  
Induction Support Provider  
MENTOR

#### Group 2:

High School Music  
High School Associated Student Body Advisor

#### Group 2A:

Induction Coordinator

#### Group 3:

Drama  
Middle School Music  
High School Dept. Head  
High School Yearbook

#### Group 3A:

Elementary Math Coach

#### Group 4:

Middle School Dept. Head  
Lead Teacher  
Elem. Music  
Middle School Student Study Team Regular Education Rep.

#### Group 5:

##### CTSO (5)

FHA (1) FBLA (1)  
FFA (2) VICA (2)  
High School Color Squad  
Academic Decathlon (2)

High School Speech/Debate  
High School Journalism  
Middle School Yearbook

Elem. Grade Choir

Middle School Student Council Ad

#### Group 6:

Elem. Yearbook

#### Group 7:

Elem. Science Camp  
Saturday School  
Elem. Science Camp Planning (1 |

#### \*\*Group 8:

Extra Duty Stipend Per Event  
Athletic Contests: Gate, Scoring, T  
Officiating Dances, Chaperones, L

\*\* Non STRS reportable

# Calaveras Unified School District

## APPENDIX A-8

Standards for The Teaching Profession: A framework for continuous growth

- Engaging and Supporting all Students in Learning
- Creating and Maintaining Effective Environments for Student Learning
- Understanding and Organizing Subject Matter for Student Learning
- Planning Instruction and Designing Learning Experiences
- Assessing Student Learning
- Developing as a Professional Educator

### OVERVIEW OF TEACHER EVALUATION PROGRAM

TIER I  DIRECTED SUPERVISION	TIER II  SELF-DIRECTED PROFESSIONAL GROWTH	TIER III  PROFESSIONAL ASSISTANCE
<p><b>PARTICIPANTS:</b></p> <ul style="list-style-type: none"> <li>• Teachers new to profession (2 year placement with optional 3<sup>rd</sup> transition year at teacher's or administrator's discretion)</li> <li>• Teachers new to District (2 year placement)</li> </ul> <p><b>PURPOSE:</b></p> <ul style="list-style-type: none"> <li>• To ensure that Standards for the Teaching Profession are understood, accepted and demonstrated</li> <li>• To provide support in implementing the Standards</li> <li>• To provide accountability for decisions to continue employment</li> </ul> <p><b>PROCEDURE/METHOD:</b></p> <ul style="list-style-type: none"> <li>• Formal and informal observations</li> <li>• Site support provided for Beginning Teacher Support and Assistance Program (BTSA)</li> <li>• Develop and implement a professional development plan</li> <li>• Reflect on activities/progress</li> <li>• Classroom observation with feedback</li> <li>• Review of development plan</li> <li>• Participate in required professional trainings</li> <li>• Teacher buddy support</li> <li>• Semi-annual Administrative Evaluation Summary Report</li> </ul>	<p><b>PARTICIPANTS:</b></p> <p>Tenured teachers who are demonstrating competency in the Standards for The Teaching Profession</p> <p><b>PURPOSE:</b></p> <ul style="list-style-type: none"> <li>• To develop in the Standards</li> <li>• To enhance professional growth</li> <li>• To improve student achievement</li> <li>• To focus on school/district improvement initiatives</li> </ul> <p><b>PROCEDURE/METHOD</b></p> <ul style="list-style-type: none"> <li>• Develop and implement a professional growth plan</li> <li>• Voluntary participation in Peer Assistance and Review Program (PAR)</li> <li>• Dialogue among teachers/teams and administrators</li> <li>• Reflect on activities</li> <li>• Summarize Annual Summary of Progress</li> </ul>	<p><b>PARTICIPANTS:</b></p> <ul style="list-style-type: none"> <li>• Teachers in need of specific professional assistance/guidance in identified area(s) of the Standards for The Teaching Profession</li> </ul> <p><b>PURPOSE:</b></p> <ul style="list-style-type: none"> <li>• To enable a tenured teacher the opportunity to obtain assistance in any Standard</li> <li>• To provide a more structured process for a tenured teacher who may benefit from more support</li> <li>• To provide due process for disciplinary action</li> </ul> <p><b>PROCEDURE/METHOD:</b></p> <ul style="list-style-type: none"> <li>• Identify area(s) of concern</li> <li>• Develop and implement a professional assistance plan</li> <li>• Reflect on progress</li> <li>• Formal and informal observations and evaluations focused specifically on identified areas of needed improvement</li> <li>• Mandatory participation in Peer Assistance and Review Program (PAR)</li> <li>• Annual Administrative Evaluation Summary Report</li> </ul>

\*Teacher behaviors threatening the safety and welfare of students will result in immediate disciplinary action for any teacher, regardless of his/her Tier standings.

**Calaveras Unified School District**  
**Appendix A-9**

**TIER I – SUMMARY**  
**DIRECTED SUPERVISION FOR NEW/BEGINNING TEACHERS**

**PARTICIPANTS:**

New teachers will be placed in Tier I for two years. Participants in Tier I will include the following groups: 1) new teachers eligible for BTSA; 2) new teachers not-eligible for BTSA such as, but not limited to interns, teachers on emergency credentials, temporary teachers; and 3) experienced teachers new to the district.

Participation in Tier I will be for two years with the option of a third year determined by the teacher and/or by the administrator after collaborative discussion. Participation in the third year in no way precludes the teacher being granted tenure, which will occur in any case on his/her first day of the third year of instruction.

**PURPOSE:**

The purpose of directed supervision is to ensure that the Standards for the Teaching Profession are understood, accepted, and satisfactorily demonstrated. An additional purpose is to introduce new staff to programs, procedures, and policies, and to reinforce the expectations of the district. Teachers will be provided with training and support in understanding and implementing the district standards. The district standards include the California Standards for the Teaching Profession (CSTP), Academic Content Standards for California Public Schools, and performance standards. The purpose of directed supervision is to ensure that teaching is of the highest quality by providing administrators with ample opportunity to observe, analyze and discuss teaching practices and use these to evaluate teacher competency.

**PROCEDURE/METHODS:**

The Individual Development Plan will be completed by the teacher with administrative input within the first four weeks of the school year.

The intent of formal observation is to gather data on classroom practices and instruction as they relate to the standards of the teaching profession, and provide structured feedback and suggestions on performance.

For the teacher in his/her first year as a district unit member, that first year will include a minimum of three formal observations. All of these formal observations will include a pre-conference no more than two instructional days (of mutual attendance) prior to the observation and a post-conference within five instructional days (of mutual attendance) of the observation. The written report on the observation will be prepared before the post-conference and presented to the teacher at that conference. It will form the basis for the discussion of the lesson. The teacher will have ten days from the day of the post-conference to prepare comments on the report and have them attached to it before placement in the teacher's personnel file. The administrator will conduct the first formal observation before the winter break.

## Calaveras Unified School District

### TIER I SUMMARY PAGE 2

An evaluation summary conference will be held before January 31<sup>st</sup>. The Administrative Evaluation Summary Report will be presented to the teacher at least two days before the evaluation summary conference and will be the basis for that conference. The teacher will have ten working days from the day of that conference to prepare comments on the evaluation and have them attached to it before placement in the teacher's personnel file. The third formal observation will take place before April 1<sup>st</sup>. The post-conference will be held within five instructional days (of mutual attendance) of the observation. The second Administrative Evaluation Summary Report will be provided to the teacher no later than 30 days prior to the last day of school in accordance with Education Code, with the same conference and timeline requirements.

For the teacher in his/her second year as a district unit member, that second year will include a minimum of two formal observations. The first observation will occur before the winter break, and the teacher will be provided with an Administrative Evaluation Summary Report before January 31<sup>st</sup>. The second observation will occur before April 1<sup>st</sup>, and the final Administrative Evaluation Summary Report will be provided to the teacher no later than 30 days prior to the last day of school in accordance with Education Code. Again, the same conferences and timelines will apply to these events as applied during the first year.

The administrator will also make informal observations during the year, which will provide opportunities for ongoing verbal and/or written feedback. Informal observations may occur any time during the school day or during school-related events. These may include observations of instruction; various forms of supervision; department meetings; interactions with students, parent and colleagues; preparation for and performance at IEP meetings; and other times not listed. Informal observations may vary in length, and conversations or written remarks may vary in depth.

# Calaveras Unified School District

## Appendix A-9

### TIER I DIRECTED SUPERVISION PRE-OBSERVATION CONFERENCE

*(Completed by the teacher and discussed with the administrator at the pre-observation conference.)*

Teacher	_____	Subject	_____
Grade Level	_____	Period / Time and Date of Lesson	_____
Administrator	_____	School	_____

♦ **Engaging and Supporting All Students in Learning**

How will you engage the students and maintain their involvement during the instruction and activities?

♦ **Creating and Maintaining Effective Environments for Student Learning**

What methods do you use to maintain an effective learning environment?

♦ **Understanding and Organizing Subject Matter for Student Learning**

What decisions did you make in organizing the content activities of this lesson?

♦ **Planning Instruction and Designing Learning Experiences / Assessing Student Learning**

What activities and assessment preceded this lesson?

What are the academic standards of this lesson?

What activities will you do to accomplish the objectives?

What assessment will you use during or after the lesson to determine if the students are meeting the learning objectives?

How will you determine what the next learning objectives will be?

In which area(s) would you like specific feedback from the administrator?

## Appendix A-9

Calaveras Unified School District  
**TIER I DIRECTED SUPERVISION**

**CLASSROOM OBSERVATION / POST-OBSERVATION CONFERENCE**

*(For administrator's use during classroom observation and discussion with the teacher at the post-observation conference)*

Teacher \_\_\_\_\_ School \_\_\_\_\_  
Date(s) \_\_\_\_\_ Subject/Grade \_\_\_\_\_ Probation year 1 ☐ 2 ☐ 3 ☐  
Duration of visit(s) \_\_\_\_\_ Number of students \_\_\_\_\_  
Lesson(s) observed \_\_\_\_\_

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

# Calaveras Unified School District

## Appendix A-9

# TIER I DIRECTED SUPERVISION

Classroom Observation / Post-Observation Conference (page 2)

Teacher comments:

Administrator comments:

Individual Development Plan review date(s): \_\_\_\_\_

Comments:

☐ See attachment(s)

Teacher's Signature \_\_\_\_\_

Date \_\_\_\_\_

Administrator's Signature \_\_\_\_\_

Date \_\_\_\_\_

# Calaveras Unified School District

## Appendix A-9

### Status:

- ☐ Prob. Status:  
☐ Tenure  
☐ Year 3

## TIER I DIRECTED SUPERVISION INDIVIDUAL DEVELOPMENT PLAN

Individual Development Plan for: \_\_\_\_\_

**Standards for The Teaching Profession addressed in this plan** (*check all that apply - 2 standards recommended*):

- ☐ Engaging and Supporting All Students in Learning  
☐ Creating and Maintaining Effective Environments for Student Learning  
☐ Understanding and Organizing Subject Matter for Student Learning  
☐ Planning Instruction and Designing Learning Experiences  
☐ Assessing Student Learning  
☐ Developing as a Professional Educator

Goal(s):	Purpose of goal(s):	Teacher's plan:	Indicators of progress:	Administrative support:

Teacher's Signature \_\_\_\_\_

Date \_\_\_\_\_

Administrator's Signature \_\_\_\_\_

Date \_\_\_\_\_

# Calaveras Unified School District

## Appendix A-9

### TIER I — TIMELINE

#### DIRECTED SUPERVISION

- |                          |   |   |
|--------------------------|---|---|
| <input type="checkbox"/> | Meet with site administrator to develop Individual Development Plan | Within first 4 weeks of instruction                                       |
| <input type="checkbox"/> | Pre-conference with site administrator                              | 2 school days (of mutual attendance) prior to formal observation          |
| <input type="checkbox"/> | Formal observation by site administrator                            | Within first 8 weeks of instruction                                       |
| <input type="checkbox"/> | Post-conference with site administrator                             | Within 5 school days (of mutual attendance) of formal observation         |
| <input type="checkbox"/> | Pre-conference with site administrator                              | 2 school days (of mutual attendance) prior to formal observation          |
| <input type="checkbox"/> | Formal observation by site administrator                            | Prior to winter break   |
| <input type="checkbox"/> | Post-conference with site administrator                             | Within 5 school days (of mutual attendance) of formal observation         |
| <input type="checkbox"/> | Administrative Evaluation Summary Report presented to teacher       | 2 school days (of mutual attendance) prior to summative evaluation        |
| <input type="checkbox"/> | Evaluation Summary Conference                                       | Prior to January 31 <sup>st</sup>   |
| <input type="checkbox"/> | Pre-conference with site administrator                              | 2 school days (of mutual attendance) prior to formal observation          |
| <input type="checkbox"/> | Formal observation by site administrator                            | Prior to April 1 <sup>st</sup>  |
| <input type="checkbox"/> | Post-conference with site administrator                             | Within 5 school days (of mutual attendance) of formal observation         |
| <input type="checkbox"/> | Administrative Evaluation Summary Report presented to teacher       | 2 school days (of mutual attendance) prior to summative evaluation        |
| <input type="checkbox"/> | Evaluation Summary Conference                                       | 30 days prior to the last day of school in accordance with Education Code |

# Calaveras Unified School District

## Appendix A-10

### TIER II – SUMMARY

#### Self-Directed Professional Growth Plan for Tenured Professionals

##### Participants:

Participants are tenured teachers who are demonstrating a competency in the Standards for the Teaching Profession. Teachers may participate as part of a team (with grade level colleagues, members of department teams, across schools or in any combination), or teachers may elect to work individually. In cases of inter-school teams, all administrators of the involved schools are included in the planning.

##### Purpose:

The teacher and administrator work collaboratively to ensure the continuing development of the Standards for the Teaching Profession, enhance professional growth, focus on school/district/state improvement initiatives and improved student achievement. The teacher receives feedback on his/her progress toward meeting these objectives.

##### Procedure/Method:

The teacher develops and implements a professional growth plan with administrative input. Professional growth plans may continue for one, two, or three years. *(Professional growth plans may be annually or in a multiyear format up to five years, in accordance with AB954. In no event will multiyear plans have a formal annual meeting requirement. ([per CUSD/CUEA settlement for the 2004-05 and 2005-06 school years])* Plans may be revised and/or expanded dependent on mutual agreement of teacher and administrator. The teacher will reflect on and summarize his/her progress in an Annual Summary, if mutually agreed upon during the initial development of the professional growth plan or throughout the course of the plan. Professional growth plan activities and methods may include:

- Action research
- Peer coaching
- Self-assessment of teaching through video taping
- Mentoring
- Graduate course work
- Classroom observations (formal and/or informal)
- Development of teaching materials/instructions units
- Discussion groups (participant meetings)
- Workshops (instructor or participant)
- School improvement team participation
- Reflective journal or log of activities
- Voluntary participation in PAR (Peer Assistance and Review) with PAR panel approval
- Portfolio
- Other

# Calaveras Unified School District

## Appendix A-10

- ☐ One Year Plan  
Start Date \_\_\_\_\_
- ☐ Two Year Plan
- ☐ Three Year Plan  
Completion Date \_\_\_\_\_

## TIER II SELF DIRECTED PROFESSIONAL GROWTH GOAL OUTLINE

*(Completed by teacher who works on an individual plan or works collaboratively as part of a team.)*

Teacher(s) Names

School

Grade / Department

---

---

### Standards for The Teaching Profession addressed in this plan

*(check all that apply):*

- ☐ Engaging and Supporting All Students in Learning
- ☐ Creating and Maintaining Effective Environments for Student Learning
- ☐ Understanding and Organizing Subject Matter for Student Learning
- ☐ Planning Instruction and Designing Learning Experiences
- ☐ Assessing Student Learning
- ☐ Developing as a Professional Educator

Teacher's Signature: \_\_\_\_\_

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

Administrator's Signature: \_\_\_\_\_

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

Calaveras Unified School District

# TIER II SELF DIRECTED PROFESSIONAL GROWTH

## GOAL OUTLINE (PAGE 2)

Teacher Name \_\_\_\_\_

School Year \_\_\_\_\_

Planning sequence:	
<input type="checkbox"/> Discussion with administrator to review process	within first 4 weeks of instruction
<input type="checkbox"/> Develop Professional Growth Plan	by ninth week of instruction
<input type="checkbox"/> Annual Appraisal of Progress	30 days prior to the last day of school in accordance with Education Code.

I. Professional development goals:	II. Activities to meet goals:	III. Proposed timeline:	IV. Resources needed:	V. Classroom Implementation (How will this benefit students?)

# Calaveras Unified School District

## TIER II: SELF-DIRECTED PROFESSIONAL GROWTH PLAN COMPONENTS

Plans range from one to five years

### INDIVIDUAL OR TEAM PROFESSIONAL PARTICIPANTS

Teachers are encouraged to participate as part of a team with grade level colleagues, members of department teams, across schools, or in any combination. Teachers may elect to work individually. In cases of inter-school teams, all administrators of the involved schools participate in the planning.

#### I. Goals

The goals must be directly linked to the Standards for the Teaching Profession and result in continuous improvement of student learning.

- ☐ Are goals clearly related to strengthening performance in relation to one or more of the six domains of the Standards for the Teaching Profession and identified CSTP expectations?
- ☐ Will your plan support school improvement initiatives and district priorities?
- ☐ Is your plan substantive? Is your plan focused? Is your plan feasible?
- ☐ Does your Professional Growth Plan have the potential for sustaining your interest multiple years?

#### II. Activities

Methods/strategies to reach goals could include:

- action research
- peer coaching
- video taping
- self-assessment
- mentoring
- college courses
- workshops
- conferences
- classroom observations
- development of teaching materials/instruction units/discussion groups

- ☐ Do the activities you have selected support achievement of your plan's goals?
- ☐ Have you considered activities in which you are already engaged to determine their suitability for inclusion in this plan?

#### III. Timeline

Within the first four weeks of the school year, the teacher will have a general discussion with the site administrator to review the Tier II process.

The teacher will have a meeting with his/her administrator as early as the spring of the prior year and no later than the end of the ninth week of instruction to finalize the Professional Growth Plan.

# Calaveras Unified School District

## Appendix A-10

### TIER II: SELF-DIRECTED PROFESSIONAL GROWTH PLAN COMPONENTS

#### PAGE 2

The teacher will have a meeting with his/her administrator, only if mutually agreed upon, 30 days prior to the last day of school of each year and discuss the Annual Appraisal of Progress, otherwise 30 days prior to the last day of school during the final evaluation appraisal year.

#### IV. Resources

Resources made include:

- classroom materials
- student materials
- journals
- workshops
- books
- appropriate technology
- mentoring
- collegial support
- release time
- administrative involvement

- ☐ Have you identified materials, opportunities and human resources that might be able to assist you with this plan?
- ☐ Have you received approval for any expenditure of site or district funds?

#### V. Indicators of Progress

Indicator of progress may include:

- student work portfolios
- professional portfolios
- videotapes of classes
- parent responses
- performance assessment
- administrator observation
- anecdotal records
- written curriculum
- student responses
- statistical measures
- peer observation
- reflective journal entries
- case study analysis
- benchmarks

- ☐ Have you clearly explained what you expect to be the ultimate outcome, result, or final product of your plan?
- ☐ Have you considered and described how you document and share the results?
- ☐ Have you considered and described how you will use the near learning which results from this plan to assist your work students?

# Calaveras Unified School District

## Appendix A10

### TIER II – TIMELINE PROFESSIONAL GROWTH PLAN

- ☐ Develop Professional Growth Plan and meet with site administrator to finalize plan As early as the spring of the prior year, but no later than the ninth (9<sup>th</sup>) week of instruction.
- ☐ General discussion with site administrator to review process. Within first four (4) weeks of instruction.
- ☐ Meet with site administrator to review the Annual Appraisal of Progress only if agreed to in the initial development of the evaluation plan or throughout the course of the plan, otherwise, not later than 30 days prior to the last day of school in the final evaluation appraisal year. Thirty (30) days prior to the last day of school in accordance with Education Code.

(If evaluation is unsatisfactory, the site administrator develops a Professional Assistance Plan)

Calaveras Unified School District

Appendix A-11

**TIER III      PROFESSIONAL ASSISTANCE**  
**PRE-OBSERVATION CONFERENCE**

*(Completed by the teacher and reviewed/amended by the administrator at the pre-observation conference.)*

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

Subject: \_\_\_\_\_

Grade level: \_\_\_\_\_

Period / Time and Date of lesson: \_\_\_\_\_

Administrator: \_\_\_\_\_

School: \_\_\_\_\_

♦ **Engaging and Supporting All Students in Learning**

How will you engage the students and maintain their involvement during the instruction and activities?

♦ **Creating and Maintaining Effective Environments for Student Learning**

What methods do you use to maintain an effective learning environment?

♦ **Understanding and Organizing Subject Matter for Student Learning**

What decisions did you make in organizing the content activities of this lesson?

♦ **Planning Instruction and Designing Learning Experiences /  
Assessing Student Learning**

What activities and assessment preceded this lesson?

What are the academic standards of this lesson?

What activities will you do to accomplish the objectives?

What assessment will you use during or after the lesson to determine if the students are meeting the learning objectives?

How will you determine what the next learning objectives will be?

# Calaveras Unified School District

Appendix A-11

## **TIER III PROFESSIONAL ASSISTANCE**

### **CLASSROOM OBSERVATION / POST-OBSERVATION CONFERENCE**

*(For administrator's use during classroom observation and discussion with the teacher at the post-observation conference)*

Teacher: \_\_\_\_\_ School: \_\_\_\_\_ Date(s): \_\_\_\_\_

Subject / Grade: \_\_\_\_\_

Duration of visit(s): \_\_\_\_\_

Number of students: \_\_\_\_\_

Lesson(s) observed: \_\_\_\_\_

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

Calaveras Unified School District

Appendix A-11

**TIER III PROFESSIONAL ASSISTANCE**

**CLASSROOM OBSERVATION / POST-OBSERVATION CONFERENCE** (PAGE 2)

**Teacher comments:**

**Administrator comments:**

Professional Assistance Plan review date(s): \_\_\_\_\_

Comments:

☐ See attachment(s)

Teacher's Signature: \_\_\_\_\_

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

Administrator's Signature: \_\_\_\_\_

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

Appendix A-11

# Calaveras Unified School District

## TIER III -SUMMARY

### PROFESSIONAL ASSISTANCE PLAN

**Participants:**

Tenured teachers in need of specific professional assistance/ guidance in identified areas of the Standards for the Teaching Profession, as determined by the site administrator through the evaluation process, will be placed in Tier III/PAR. Participation is mandatory, based on the administrator's unsatisfactory evaluation.

**Purpose:**

This tier will provide a structured process for a teacher who will receive focused support. Ideally, professional assistance is based on the recognition that specifically directed assistance in identified areas will lead to success in the classroom. Assistance should be collaborative, but may also be directive. It is intended to provide the greatest likelihood for attainment of competency and professional growth.

**Procedure/Method:**

The administrator identifies areas of concern relating to fundamental competencies that are characteristic of the teacher's performance. Areas of concern will be based on multiple indicators, such as formal/informal observations, student achievement data and student/parent feedback. Based on documentation of an area(s) of concern relating to one or more of the Standards for the Teaching Profession, the administrator will develop a Professional Assistance Plan. The administrator will implement the plan with the participating teacher and the PAR consulting teacher. The specific plan developed will include the following: goals identifying area(s) of needed improvement, strategies to resolve the concern(s), indicators of progress, timelines for completion of the goals, and resources as needed to support the Professional Assistance Plan. See Appendix for tools as indicators of progress for completion of the goals connected to the California Standards for the Teaching Profession.

For the teacher in Tier III, he/she will have a minimum of three formal observations. All of these formal observations will include a pre-conference no more than two instructional days (of mutual attendance) prior to the observation and a post conference within five instructional days (of mutual attendance) after the observation. The written report on the observation will be prepared before the post conference and presented to the teacher at that conference. It will form the basis for the discussion of the lesson. The teacher will have ten days from the day of the post conference to prepare comments on the report and have them attached to it before placement in the teacher's personnel file. The administrator will conduct the first formal observation of a complete lesson within the first eight weeks of instruction and the second formal observation before the winter break. An evaluation summary conference will be held before January 31st. The Administrative Evaluation Summary Report will be presented to the teacher at least two days (of mutual attendance) before the evaluation summary conference and will be the basis for that conference. The teacher will have ten working days from the day of that conference to prepare comments on the evaluation and have them attached to it before placement in the teacher's personnel file. The third formal observation will take place by March 1st. The post-conference will be held within five instructional days (of mutual attendance) of the observation. The second Administrative Evaluation Summary Report will be provided to the teacher no later than March 15th with the same conference and timeline requirements.

The administrator will also make informal observations during the year, which will provide opportunities for on-going verbal and/ or written feedback. Informal observations may occur any time during the school day or during school-related events. These may include observations of instruction; various forms of supervision; department meetings; interactions with students, parents and colleagues; preparation for and performance at IEP meetings; and other times not listed. Informal observations may vary in length, and conversations or written remarks may vary in depth.

The teacher works to resolve the problem(s) through implementation of the Professional Assistance Plan. The teacher will return to Tier II status upon successful completion of the plan and demonstration of satisfactory teaching practices.

## Calaveras Unified School District

### TIER III -SUMMARY

#### PROFESSIONAL ASSISTANCE PLAN

(To be completed by Site Administrator)

Individual Development Plan for:

Standards for The Teaching Professional addressed in this plan (check all that apply – 2 standards recommended):

- ☐ Engaging and Supporting All Students in Learning
- ☐ Creating and Maintaining Effective Environments for Student Learning
- ☐ Understanding and Organizing Subject Matter for Student Learning
- ☐ Planning Instruction and Designing Learning Experiences
- ☐ Assessing Student Learning
- ☐ Developing as a Professional Educator

I. Professional  
developments goals:

II. Activities to meet  
goals:

III. Proposed  
timeline:

IV. Resources  
needed:

V. Indicators of  
Progress:

# Calaveras Unified School District

## TIER III – TIMELINE

### PROFESSIONAL ASSISTANCE

<input type="checkbox"/> Informed of placement on Tier III	30 days prior to the last day of school
<input type="checkbox"/> Receive Professional Assistance Plan developed by site administrator	By the end of prior year
<input type="checkbox"/> Pre-conference with site administrator prior to formal observation	2 school days (of mutual attendance)
<input type="checkbox"/> Formal observation by site administrator	Within first 8 weeks of instruction
<input type="checkbox"/> Post-conference with site administrator	Within 5 school days (of mutual attendance) of formal observation
<input type="checkbox"/> Pre-conference with site administrator	2 school days (of mutual attendance) prior to formal observation
<input type="checkbox"/> Formal observation by site administrator	Prior to winter break
<input type="checkbox"/> Post-conference with site administrator	Within 5 school days (of mutual attendance) of formal observation
<input type="checkbox"/> Administrative Evaluation Summary Report presented to teacher	2 school days (of mutual attendance) prior to summative evaluation
<input type="checkbox"/> Evaluation summary conference	Prior to January 31 <sup>st</sup>
<input type="checkbox"/> Pre-conference with site administrator	2 school days (of mutual attendance) prior to formal observation
<input type="checkbox"/> Formal observation by site administrator	By March 1 <sup>st</sup>
<input type="checkbox"/> Post-conference with site administrator	Within 5 school days (of mutual attendance) of formal observation
<input type="checkbox"/> Administrative Evaluation Summary Report presented to teacher	2 school days (of mutual attendance) prior to summative evaluation
<input type="checkbox"/> Evaluation summary conference	Prior to March 15 <sup>th</sup>
<input type="checkbox"/> PAR Panel meeting	Prior to April 1 <sup>st</sup>
PAR report/evaluation present to School Board	Prior to May 1 <sup>st</sup>

## Appendix 12

Calaveras Unified School District  
**Administrative Evaluation Summary Report**  
Tier 1\_\_\_\_\_ Tier II\_\_\_\_\_ Tier III\_\_\_\_\_

Teacher		School	
Administrator		Evaluation Date	

Standards for the Teaching Profession:

1. Engaging and Supporting All Students in Learning
2. Creating and Maintaining Effective Environments for Student Learning
3. Understanding and Organizing Subject Matter for Student Learning
4. Planning Instruction and Designing Learning Experiences
5. Assessing Student Learning
6. Developing as a Professional Educator

Calaveras Unified School District  
**Administrative Evaluation Summary Report (Page 2)**

**Individual Development Plan review date(s):** \_\_\_\_\_

<b>Individual Development Plan Goals:</b>	<b>Met</b>	<b>Partially Met</b>	<b>Not Addressed</b>
---	------------	----------------------	----------------------

1\_\_\_\_

2\_\_\_\_

3\_\_\_\_

4\_\_\_\_

**Activities completed:**

**Indicators of progress:**

**Teacher's comments:**

**Administrator's comments:**

1. The progress of pupils towards established standards.
2. The instructional techniques and strategies used by the employee.
3. The employee's adherence to curricular objectives.
4. The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.

**Future considerations:**

**Administrator's Year End Evaluation:**

- ☐ Satisfactory
- ☐ Needs Improvement (To be placed on administrator-directed assistance plan. Plan must be written.)
- ☐ Unsatisfactory (if Tier II refer to Tier III/PAR)
- ☐ Teacher Request for Assistance Plan (Plan must be written.)

## Calaveras Unified School District

I have read the above evaluation, discussed it with my supervisor, and have received a copy. My signature does not necessarily indicate agreement. I \_\_\_\_will\_\_\_\_will not attach a written response.

Teacher's signature: \_\_\_\_\_

Date:

Administrator's signature: \_\_\_\_\_

Date:

Evaluation and Classroom Observation Forms to be placed in employee's personnel file.

# Calaveras Unified School District

## Class Size Overage Form

<b>DATE:</b>
<b>TO:</b>
<b>CERTIFICATED UNIT MEMBER:</b>
<b>SITE:</b>
<b>GRADE LEVEL(S):</b>
<b>SUBJECTS(S)</b>
<b>SPECIAL ED PROGRAM (if applicable):</b>

This is to inform you that my current class size/student contacts/caseload exceeds limits in as outlined in Article VII.

\_\_\_\_\_  
Certificated Unit Member

\_\_\_\_\_  
CUEA Site Representative

\_\_\_\_\_  
CUEA Grievance Representative (optional)

### CLASS SIZE INFORMATION:

GRADE	Class Size Limit	My Current Class Size (s)	As of the following date(s)

### SPECIAL EDUCATION INFORMATION:

Description	Class Size Limit	My Current Class Size(s)	As of the following date(s)