

AGREEMENT
Between

CASCADE UNION ELEMENTARY SCHOOL DISTRICT

And

ANDERSON CASCADE TEACHERS ASSOCIATION
Effective: July 1, 2024 - June 30, 2027

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AGREEMENT

This is an agreement between the Cascade Union Elementary School District (the "District") and the Anderson Cascade Teachers Association (the "Association").

ARTICLE 1: RECOGNITION

The District confirms its recognition of the Anderson Cascade Teachers Association as the exclusive representative for that unit of employees certified by the Public Employment Relations Board in Case Number S-R-60; S-D-139, October 10, 1991, which includes all certificated employees and excludes all management, supervisory, and confidential employees.

ARTICLE 2: EQUAL OPPORTUNITY

The District and the Association recognize that they are required by law not to discriminate against any person with regard to employment or association because of race, religion, color, sex, national origin, or age, and hereby declare their acceptance and support of such laws.

ARTICLE 3: EMPLOYEE RIGHTS

The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organization activities.

ARTICLE 4: DISTRICT RIGHTS

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law.
- 4.2 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. Emergency shall be defined as an act of God or natural disaster or any condition beyond the control of the District.
 - 4.2.1 The District also retains all of its powers and authority to direct and control the District and employees to the full extent of the law including, but not limited to, the right to: direct the work of its employees; determine the methods, means, and services to be provided; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; build, move, or modify facilities; develop a budget; develop and implement budget procedures; and determine the methods of raising revenue.

- 4.2.2. The exercise of the foregoing powers and authorities by the District, as well as the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in the conformance with the law. Exercise of discretionary powers reserved to the District by this provision shall not be subject to the grievance procedure. Review of this provision shall be limited to the determination of whether the District reserved the right to exercise the discretionary powers so listed.

ARTICLE 5: ASSOCIATION RIGHTS

- 5.1 The Association and its members shall have the right, through regular District sign-up procedures, to make use of school facilities. Any use of equipment will be approved by the building principal. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards in each Teacher's Room, and may use District mail services and teacher mail boxes for communications to teachers.
- 5.2 Within 30 days of ratification of this agreement by both parties herein, the district will post the ACTA contract to the district website for each unit member to access. All newly employed unit members shall be directed by human resources to the web address where the contract is posted. Printed copies will be available to ACTA leadership and all unit members at the time of hire, in a year of a new contract, or with 24 hours' notice.

ARTICLE 6: PERSONNEL FILES

- 6.1 The Board shall maintain personnel files at the District Office.-
- 6.2 The District shall not take any adverse action against any unit member on the basis of a particular charge or allegation which has not been written and placed in the employee's personnel file within a reasonably timely manner after knowledge by the District of the incident.
- 6.3 All procedures regarding the review and inspection of personnel files described in Education Code section 44031 shall be followed.
- 6.3.1 A unit member shall be provided any negative or derogatory material before it is placed in the personnel file.
- 6.3.2 Unit members have the right to prepare a written response which will be presented to the District within ten (10) days of the unit member's receipt of the material.

- 6.3.3. The response shall be attached to the material and placed in the unit member's personnel file.
- 6.3.4 The file shall be available for inspection by the unit member or their representative if authorized by the teacher in writing.
- 6.4 Access to the file shall be limited to members of the District Administration or their designees as needed for personnel management purposes. Members of the Board of Trustees may request the review of a unit member's file at a personnel session of the entire Board or a quorum thereof. The contents of all files shall be kept in the strictest confidence. A log will be kept of all those reviewing personnel files with the exception of the Superintendent and the Principals, whose access will not be recorded.

ARTICLE 7: PAYROLL DEDUCTIONS

- 7.1 The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employees on the District form, subject to the following conditions:
 - 7.1.1 Such deduction shall be made only upon submission of the District form to the designated representative of the District, duly completed and executed by the employee and the Association.
 - 7.1.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.

ARTICLE 8: GRIEVANCE PROCEDURE

8.1 Definitions

A "**grievance**" is a formal written allegation by a grievant that a specific provision in the contract has been misinterpreted, misapplied, or violated.

A "**grievant**" may be any certificated non-management employee(s) of the District, including the Association or representatives thereof, covered by the terms of this Agreement.

"**Immediate Supervisor**" is the lowest-level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances.

A "**day**" is any day which is a workday (consistent with this contract) for the involved unit member.

8.2 Informal Level

Before filing a formal written grievance, the grievant should attempt to resolve a problem through an informal conference with the immediate supervisor.

8.3 Formal Level

8.3.1 Level One: If the grievance is not resolved at the Informal Level, the grievant must present the grievance in writing on the appropriate form to the immediate supervisor within twenty (20) days of when the grievant knew or reasonably should have known of the occurrence of the act or omission giving rise to the grievance.

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

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

Within the above time limits, either the grievant or the supervisor may request another personal conference on the grievance.

8.3.2 Level Two: If a grievant is not satisfied with the decision at Level One, the grievant may, within ten (10) days, appeal the decision in writing to the Superintendent or their management designee.

This statement shall contain a copy of the original grievance, the decisions rendered, and a clear, concise statement of the reasons for this appeal.

The Superintendent or designee shall communicate the decision to the grievant within ten (10) days. If the Superintendent or designee does not respond within the time limits provided, a grievant may appeal to the next level.

8.3.3 Level Three: If a grievant is not satisfied with the decision at Level Two, or if no written response has been received within twenty (20) days after receipt of the grievance by the Superintendent or designee, the grievant may within twenty (20) days after receipt of the decision or expiration of the Superintendent or designee's time to communicate a decision, request in writing that the Superintendent or designee submit the grievance to arbitration. If any question arises as to

whether the arbitrator has jurisdiction, such questions will be ruled upon by the arbitrator only after an opportunity to hear the merits of the grievance. If the Association chooses to ask for an arbitrator, the Association and the District shall attempt to agree upon the selection of an arbitrator. If no agreement can be reached, they shall request the State of California Mediation and Conciliation Service to supply a panel of five (5) persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District. Following a hearing where the arbitrator has had the opportunity of completely hearing the arguments of both parties, the arbitrator shall issue a final and binding decision. The fees and expenses of the arbitrator shall be borne equally by the Association and the District.

8.4 Miscellaneous

Any employee may present grievances in accordance with this article prior to Level Three without the intervention of the Association so long as the adjustment is not inconsistent with the terms of this Agreement. This District shall not agree to the final resolution of such grievance until the Association has been provided a copy of the proposed solution and has been given an opportunity to file a response.

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

ARTICLE 9: PUBLIC CHARGES

- 9.1 Except those involving criminal matters, all citizens or parent complaints shall first be referred to the unit member involved for a conference. In the event that a citizen or parent does not wish to confer with the unit member, the complaint shall be put in writing on the District form (See Appendix "B"), with written notification being provided to the unit member. Except for those cases involving criminal matters or disciplinary procedures, these complaints shall be filed in a separate file other than the employee's personnel file. Complaints that are

- determined to form the basis for necessary personnel management, personnel directives, or disciplinary matters may be placed in the personnel file at the discretion of the administrator. It shall be required that the unit member initial and date complaints giving recognition of knowledge of inclusion in the personnel file.
- 9.2
- 9.3 Unit members shall be given an opportunity to make a written response to each complaint, which shall be attached and filed with the complaint. The administrator shall be responsible for processing the complaint, subject to subsequent review by higher level District management. District administrators shall in no way be restricted from conferring with parents and citizens concerning a complaint.

ARTICLE 10: EVALUATIONS

Evaluation Procedures – Probationary/Permanent Basis

- 10.1 Philosophy on Evaluation of School District Personnel: The Cascade Union Elementary School District believes that the evaluation of all aspects of an educational program is necessary to the program's success. A prime concern of such a procedure is the evaluation of the District's certificated personnel, which involves:
1. A planned program to keep certificated personnel informed of respective strengths and weaknesses and of options and resources for appropriate professional growth activities to meet identified needs.
 2. A program to encourage and support certificated employees to continue to make conscious, organized efforts to improve professional competence, thus guaranteeing that each student will continue to benefit from the service of professionals who constantly strive to maintain the highest possible standards.
 3. A means for cooperative development of mutually understood standards and criteria for professional service and student growth.
 4. A method of monitoring and supporting employee success and insuring that only capable, qualified, certificated employees achieve and retain permanent status.

The Cascade Union Elementary School District expects the evaluation of personnel to be positive in nature. Those responsible for personnel evaluations are expected to follow orderly methods of identifying strengths and/or weaknesses by using the agreed-upon evaluation system. Evaluators are also expected to extend assistance for remediation of deficiencies and to maintain accurate and impartial records as outlined in the evaluation process.

10.2 Statement of Cascade Union Elementary School District: The District recognizes that, in the process of education, the uniqueness and individuality of the learner must be respected. Therefore, learning experiences must be matched to readiness and learning styles and directed toward successful performance, which will enhance the self-image of the learner. With this in mind, the District believes that the fundamental goal of the educational program is to provide students with skills and knowledge so they can function effectively, both in school and society, at a level consistent with their potential and to help students develop confidence in their own abilities.

10.3 Guidelines and Procedures: The District recognizes the teacher as the primary agent of the educational program and reaffirms the concept that the role of all other certificated employees of the district is one of providing support and assistance to the teacher in order to facilitate the success of the instructional program.

- Teacher: The responsibility for evaluating each teacher shall rest with the site administrator in the building in which the teacher serves. The evaluation shall conform to this procedure.
- Other Certificated Personnel: When a certificated employee, such as a speech therapist, librarian, nurse, or psychologist works under more than one (1) administrator, the District Superintendent shall designate the primary evaluator and the other evaluators who shall assist the primary evaluator. The evaluation shall conform to this procedure.
- Quality of the Evaluation Program: The District Superintendent shall be responsible for the quality of the evaluation program, *i.e.*, training of evaluators, etc.

10.3.1 Evaluation Advisory Committee

An Evaluation Advisory Committee comprised of an equal amount of unit members and administrators shall be established to make recommendations to ensure consistency with the goals and purposes of the evaluation procedure. Unit members shall be appointed by the Association. It will be the responsibility of this committee to monitor the evaluation procedure to determine if it is being appropriately conducted, where improvements can be made, what problems may arise, what adjustments may be necessary, and to what extent these procedures support efforts to improve the instructional program. This Committee will be advisory to the District and to the Association. It shall not be the responsibility of the Advisory Committee to review the evaluation of individual employees.

In addition to the changes above to Article 10, ACTA and the District have agreed to form a committee to investigate new evaluation tools and develop a new evaluation procedure during the 2016/17 and 2017/18 school years, and will implement new procedure upon completion of negotiations. The District shall establish the time commitments, duties, and any stipend for service on the advisory committee, after which ACTA will have 30 days to give the District three (3) names of interested unit members and three (3) alternates to serve on the advisory committee. The current evaluation procedures and forms will be in place until such time that changes are negotiated and agreed to by both parties.

10.3.2 Evaluation Timeline

August – September 30

- Staff orientation regarding evaluation procedures
- Identify evaluatees
- Evaluator/evaluatee goal setting conference for all teachers using Evaluation Goal Setting Conference Form A and Form B

September – October 15

- Finalize written goals and objectives by October 15

October – February

- Evaluatee to complete Pre-Observation Conference Form C and bring to the scheduled pre-observation conference
- Evaluator to conduct pre-observation conferences with evaluatee
- Evaluator observation using Principal's Report Form D & Teaching Standards Rubric Form H
- Evaluatee to complete Post-Observation Form E. Form E brought to the post-observation conference with evaluator to be held within two days of observation if at all possible

November – January

- Evaluator and evaluatee meet to review and update goals (*Refer to Evaluation and Goal setting Conference Form A and Form B*) developed during September/October

February – March 15: Probationary Employees

- Evaluator conducts 2nd formal observation Form D and H, following the same steps as October – February
- Final evaluation conference held with probationary employee
- Evaluator completes Summary Evaluation Report Form F. A copy to be placed in the evaluatee's Personnel File
- Complete Evaluation Improvement Plan Form G within 20 days if needed

February – April 30: Permanent Employees

- Final evaluation conference held with permanent employee
- Evaluator to complete Summary Evaluation Report Form G. A copy to be placed in Personnel File
- Complete Evaluation Improvement Plan Form H within 20 days if needed. A copy to be placed in the Personnel File.

*All teachers, whether or not being evaluated, will provide goals and objectives.

10.3.3 Goals Setting Conference

In-service orientation in the use of this evaluation procedure will be carried out by the employee's immediate supervisor in the orientation meeting at the beginning of the school year.

The purpose of the Goal Setting Conference is to provide an opportunity for a conversation about good teaching as reflected in the California Standards of the Teaching Profession and to establish an evaluation focus. In addressing the six standards, the evaluator and evaluatee will collaboratively select up to three (3) standards as specific areas of focus. However, in the evaluation process, the evaluatee is responsible for basic performance in all six (6) standards.

- A. Engaging & Supporting All Students in Learning
- B. Planning Instruction & Designing Learning Experiences for All Students
- C. Creating & Maintaining Effective Environments for Student Learning
- D. Assessing Student Learning
- E. Understanding & Organizing Subject Matter for Student Learning
- F. Developing As A Professional Educator

The evaluatee shall indicate the areas of student outcomes using a standardized format. Failure to agree upon the objectives and/or the areas of student outcomes will result in a conflict, which will be submitted to a review panel. A written report, consisting of the Goals and written attachments, shall be submitted to the panel within six (6) days.

The Review Panel shall be composed of three (3) certificated employees working within the school district. One panel member shall be selected by the evaluatee, one by the evaluator, and one shall be mutually agreed upon by the two persons selected by the evaluator and the evaluatee. These three people must be selected, meet, and make their recommendations in writing to the parties concerned within five (5) days

of receipt of the Goals attachments.

The purpose of the Review Panel shall be to make recommendations regarding only those areas requiring mutual agreement between the evaluator and the evaluatee during the Goals Setting Conference and/or the Goals Update Conference. The recommendation of the Panel shall be advisory and is not intended in any way to supplant or circumvent the grievance procedure.

If the recommendations of the Panel are not acceptable to the evaluatee, the evaluatee or the evaluator may, within five (5) days, appeal the decision to the Superintendent. The Superintendent will render a decision within five (5) days, and the decision will be binding.

10.3.4 Final Evaluation Conference

Prior to March 15 for probationary employees or April 30 for permanent employees, the evaluator will meet with the evaluatee to review the performance of those duties included in the aforementioned areas of The California Standards of the Teaching Profession. The evaluatee will receive at least one week's notice prior to the conference, and will bring adequate materials necessary to illustrate performance in terms of the established goals. The evaluator shall present a summary of teacher performance, and any recommendations or commendations the evaluator has made will be entered on the Summary Evaluation Report.

A written Summary Evaluation Report may be presented to the evaluatee at this conference or within seven (7) days of the conference, but prior to March 15 for probationary employees or April 30 for permanent employees. The Summary Evaluation Report shall be based on the procedures specified in this evaluation procedure.

In addition to the Goals Conference, at least two scheduled observations of probationary employees, with pre-and post-conferences, will be made prior to the final Evaluation Conference. No scheduled or unscheduled formal observations shall be made prior to the Goals Conference.

At least one scheduled observation of permanent employees will be made before the evaluation conference. Permanent employees will be evaluated at least every other year.

Unscheduled observations may occur as the evaluator sees the need or at the request of the evaluatee, throughout the school year. If an unscheduled observation is made for the purpose of evaluation, it will be followed up within two (2) days, if possible, with a post-observation conference and a written report.

Consistent with the stated purposes of this evaluation procedure, all evaluation observations shall be for the purpose of improving the instructional program.

The evaluatee shall have the right to initiate a written response to the evaluation. Such response shall become a permanent attachment to the evaluatee's personnel file, unless the evaluatee chooses at a later time to remove it.

10.4 Unsatisfactory Evaluation

An unsatisfactory evaluation is defined as a Summary Evaluation Report, which contains an unsatisfactory rating in any Standard A through F. An unsatisfactory rating in A through F must be accompanied by evidence as indicated on the Teaching Standards Rubric. In order for a standard to be rated unsatisfactory, there must be two or more domains rated unsatisfactory in that standard.

The Summary Evaluation Report containing an unsatisfactory rating for any Standard A through F will lead to a jointly developed improvement plan with continuous support to assist the employee in becoming successful. When a Standard is rated with an unsatisfactory category, multiple conferences will be held in order to facilitate the improvement plan. The Evaluation Improvement Plan will include recommendations and suggested options. These options may include, but not be limited to, district-supported staff development, classroom visitations, subject area conferences, modeling by experienced educators, and appropriate coursework. It will be the evaluator's responsibility to develop an improvement plan within twenty (20) days of the final evaluation conference.

Evaluation of a permanent certificated employee on an improvement program will continue until the employee is successful or is separated. However, the evaluator shall stipulate the conditions which are to be met in order for the evaluatee's performance to be considered proficient.

When the evaluatee's performance is considered proficient and the improvement program has been completed, the certificated employee shall be evaluated in the same manner as other certificated employees whose performance meets or exceeds district standards.

The evaluatee shall have the right to appeal the content of an unsatisfactory evaluation directly to the Superintendent, whose decision will be binding. (See Appendix A – Certificated Evaluation Forms)

10.5 In lieu of Evaluation

With 15 or more years' commitment to education and approval of their supervisor, a tenured teacher whose most recent evaluation was Proficient or

above may, in lieu of evaluation, request one of the following options, with a minimum commitment of fifteen hours. A \$1,750 stipend will be paid to the certificated individual and a \$250 budget will be made available for these services.

1. Develop and implement at least one activity per trimester that engages district students and/or parents in the subjects of reading, writing, math, science, social studies, technology, art, music, and/or physical education.
2. Work with site administrator(s) to combat chronic absenteeism at the site.
3. Work with new first- and second-year teachers on classroom management, adopted curriculum, or technology.
4. Work with teachers who are scheduled to be evaluated during the current school year.
5. Other proposals shall be submitted to the superintendent and site administrator for consideration by October 15 of each school year. Superintendent or site administrator will give written notice of approval/disapproval within five (5) work days of proposal submission. Teachers will give written notice of intent to participate in the evaluation alternative by June 1 for the following year.

ARTICLE 11: CRITERIA FOR LAYOFFS

11.1 Criteria for Determining Layoffs

- 11.1.1 Seniority is determined pursuant to Education Code 44845.
- 11.1.2 The criteria and numerical scale to determine the order of termination of probationary and permanent employees having the same first day of paid probationary service shall be the following:

11.1.2.1 Professional Preparation:

11.1.2.1.1 Each teaching credential 3 points

11.1.2.1.2 Each supplemental authorization 2 points

11.1.2.2 Experience

11.1.2.2.1 Each year of out-of-district public school experience up to five years as a certificated employee will be equal to 1 point per year (Maximum 5 years)

- 11.1.2.3 Specialized Training
 - 11.1.2.3.1 Each master's degree held
2 points
 - 11.1.2.3.2 Column B placement on the salary schedule
1 point
 - 11.1.2.3.3 Column C placement on the salary schedule
1 point
- 11.1.2.4 If there is a tie after application of the criteria in paragraphs 11.1.2.1, 11.1.2.2, and 11.1.2.3, the tie break will be determined by a lottery, for example, a coin toss or drawing of straws.
- 11.1.2.5 The Application of the tie-breaking criteria shall be made within two weeks of the employees' seniority date. The ACTA Chapter President and the employee involved in the tie break shall be present when the tie break is determined. An updated seniority list shall be distributed to all unit members by October 1 of each year.
- 11.1.2.6 If a unit member has his or her prior school years' service deemed probationary pursuant to the Education Code and this results in a seniority tie, the application of the tie-breaking criteria shall be applied within two weeks of when that seniority tie exists.
- 11.1.2.7 Except for section 11.1.2.6, once a tie is broken, the application of the tie-break criteria shall not be applied again to those employees.
- 11.1.3 When two or more certificated employees render paid service to the district on the same date, the order of termination shall be based upon the number of points earned by the application of the criteria set forth in section 11.1.2 above. Employees with the fewest points shall be terminated before employees with more points.
- 11.1.4 Notwithstanding any other provision of this Article to the contrary, a certificated employee shall be retained to render any service for which there is no certificated employee retained in the district with a higher number of points as determined by the procedure set forth above or with more seniority who is certificated and qualified to render such service.

- 11.1.5 If a unit member is assigned to a non-bargaining unit position with the District, that unit member does not accrue seniority for the purposes of this Article while working on such an assignment.
- 11.1.6 The District shall annually furnish the Association with a current seniority list. The District shall update the list as needed or requested by the Association.

11.2 Benefits for Laid-Off Unit Members

- 11.2.1 The employee shall be provided up to three (3) days of paid leave for the purpose of attending verifiable interviews. Said leave shall require at least 24 hours' advance notice to the Superintendent or designee unless the District waives this requirement.
- 11.2.2 A unit member who is laid off shall be entitled, along with his/her dependents, to continue enrollment in any health and welfare plan offered by the District to unit members. The employee shall continue to receive, at no cost to the employee, through September, the medical and health insurance benefits currently awarded to full-time certificated employees. Thereafter, the unit member may, if he/she chooses, continue to pay under COBRA.
- 11.2.3 Recall Rights: Laid-off unit members shall have first priority for filling any vacancies which occur for up to 24 months for probationary employees, and 39 months for permanent employees following the effective date of his/her layoff.
- 11.2.4 Adjudication of Layoff Disputes: If a unit member actively employed by the District or the Association files a grievance alleging that the District has violated the provisions of this Article, then such a grievance shall be processed starting at Level 2 (according to Article 8 of the contract).

ARTICLE 12: LEAVES

- 12.1 Personal Illness: A unit member's absence from work due to illness or injury shall be designated as sick leave and in accordance with policy, shall be time lost with pay.
 - 12.1.1 Sick leave shall be earned at the rate of ten (10) days per year (Ed. Code 44978).
 - 12.1.2 Unit members may accumulate unused sick leave without limitation (Ed. Code 44978, 45191).

- 12.1.3 Unit members must contact their supervisor in advance of taking sick leave whenever possible in order that other arrangements may be made for the services needed. Failure to give adequate notice may be grounds for disciplinary action.
- 12.1.4 Following absences due to illness, a doctor's statement may be required before returning to work at the discretion of the principal or the Superintendent.
- 12.1.5 Unit members returning to work from sick leave involving major surgery or illness shall be required to present a doctor's release verifying medical permission to return to work.
- 12.1.6 If a unit member is terminated and has used more sick leave than was earned, the amount used, but not earned, shall be deducted from his final warrant.
- 12.1.7 After a unit member uses all accrued sick leave and is absent from his duties on account of illness or accident for a period of five school months or less, the amount deducted from the salary due him for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his position during his absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. (Ed. Code 44977)
- 12.1.8 A unit member may transfer accumulated sick leave according to the provisions of Education Code Section 44979.
- 12.1.9 For absence due to quarantine, ordered and supervised by city or county health departments, there will be no deduction of accrued sick leave or salary if the contact with others having the contagious disease was made while performing official duties of the district. If this same contact results in the unit member contracting the disease, similarly, no deduction of accrued sick leave or salary will be made for resulting days of absence. (Ed Code 44964, 45199)
- 12.1.10 Upon return, the district's certificate of absence form will be completed.
- 12.1.11 In addition, unit members may use industrial illness and accident leave as allowed by Education Code section 44984.

12.1.12 Sick leave may also be used for the care of members of the family including mother, father, step-mother, step-father, grandmother, grandfather, or grandchild of the employee or of the spouse/ domestic partner of the unit member; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee; and any relative living in the immediate household of the employee.

12.2 Family and Medical Leave.

Unit members may use their rights as provided by the current federal Family and Medical Leave Act, as well as the California Family Rights Act as it relates to current California Education Code section 44977.5.

12.3 Bereavement

12.3.1 A unit member shall be entitled to a maximum of three days of bereavement leave of absence without loss of salary for the death of any member of his immediate family. Additional days may be granted with superintendent approval.

12.3.2 A maximum of two additional days without loss of salary will be granted if out-of-state travel or travel over 200 miles in-state is required.

12.3.3 Members of the immediate family mean the mother, father, grandmother, grandfather, child, brother, sister, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son-in-law, or daughter-in-law of the unit member, stepparent, or any relative living in the immediate household of the unit member, domestic partner, foster children, or for anyone for whom the unit member holds guardianship.

12.3.4 When the unit member is entitled to absence due to death in the immediate family, bereavement leave under this section shall be granted before any other type of leave. If additional days are required, personal necessity leave may be invoked after maximum bereavement days are taken. Any leave in excess of bereavement leave and personal necessity leave must be granted by the immediate supervisor or superintendent, with consideration given to the unit member's health and well-being, making possible the use of leave for personal illness (see District Policy 4161.2).

12.3.5 The unit member must contact his or her immediate supervisor in advance of taking bereavement leave whenever possible. Upon his return, the district certificate of absence form will be completed.

12.4 Professional Purposes

It will be the policy of the Board to grant professional purposes leave on an individual basis. "Professional purposes" is defined as an activity whose objective is to stimulate or develop professional expertise directly related to the professional responsibilities assigned that employee. Each person desiring this type of leave of absence will request such leave in writing, stating all of the details of the leave and including the purpose and objective as related to the professional assignment.

Request must be received by the superintendent at least 5 days prior to a board meeting where leaves will be approved by the Board on an individual basis. When approved, the district will pay the substitute. No teacher per diem or mileage will be included. Professional purposes leaves approved in special budgets approved by the Board will be considered in addition to any leaves approved under this policy and will be handled by the special projects site administrator without further Board approvals being required. These absences under special projects, however, require advance write-up of purposes and objectives and a follow-up report to the site administrator on the district form provided for this purpose. This form will be available for special projects audit and Board review as required. District certificate of absence will be completed upon the return of the employee.

12.5 Jury or Witness Duty

12.5.1 Leaves of absence to serve on jury duty will be granted to employees with no loss of salary. Financial remuneration received (other than travel expenses) for the time and service rendered will be refunded to the District. Leave for this purpose is granted without prior approval of the Board or administration. Proper prior notification will be given to the immediate supervisor, and the district certificate of absence will be completed upon return of the employee.

12.5.2 An employee who receives a subpoena for an appearance in court, as long as the employee is not a litigant in the court action, will be granted such leave with no loss of salary or sick leave. Financial remuneration received (other than travel expenses) for time and services rendered will be refunded to the District. Leave for this purpose is granted without prior approval of the Board or administration. Proper prior notification will be given to the immediate supervisor, and the district certificate of absence will be completed upon return of the employee.

12.6 Association Leave

12.6.1 Leaves of absence to attend Association (CTA) meetings will be granted

to unit members for a total of 10 days per school year for all members. It will be at the discretion of the Association how these days are used and by whom. Twenty-four hours' notice must be given prior to the absence, and approval will be by the superintendent. The individual site administrator will also be notified of the absence by the employee so that appropriate substitute arrangements can be made. District certificate of absence will be completed upon the return of the employee. The Association (CTA) will reimburse the District for the full salary of the teacher who takes the absence. The District will pay the substitute. The business office will notify the Association president of the amount to be reimbursed to the District, with remittance to be made within 30 days of the absence. The teacher's salary will be deducted if the Association does not remit.

12.7 Military Service Leave

Military service leave shall be granted in accordance with State law and Board policies. (Education Code Section 44800).

12.8 Child Care Leave

12.8.1 Unit members may be granted parental child care leave of up to three (3) months for the purpose of preparing for and caring of newly born or newly adopted child. Such leave is without pay and benefits of any kind, including, but not limited to, any paid leaves. Request for such leave must be made at least thirty (30) work days prior to the requested beginning date in the case of a newly born child and as far in advance as possible in the case of adoption.

12.8.2 The beginning date and duration of such leave shall be at the discretion of the Board of Trustees.

12.9 Personal Necessity Leave of Absence

12.9.1 Personal necessity leave of absence is best defined as a day or days of personal leave, which the unit member can elect to have charged against his/her accrued sick leave (maximum, 10 days per school year). All leaves of absence must be approved by the Board, or as designated, the superintendent. In addition to the 10 days cited above, a unit member may use additional accrued sick leave for personal necessity reasons in extraordinary circumstances with the prior approval of the Board, or as designated, the superintendent.

12.9.2 Advance permission is not necessarily pursuant to the following

guidelines:

When advance permission is not required (Ed. Code 44981):

- a. Death or serious illness of a member of the unit member's immediate family.
 - b. Accident involving the unit member's person or property, or the person or property of a member of his immediate family.
 - c. For purposes of this subdivision only, members of the immediate family mean the mother, father, child, spouse, any relative living in the immediate household of the unit member, domestic partner, foster children, or anyone for whom the unit member holds guardianship. No advanced permission is needed under the above-stated conditions.
 - d. The employee must contact his/her supervisor in advance of leave to notify the supervisor to arrange for his/her replacement (as in all leaves of absence).
 - e. The superintendent will handle proof of personal necessity under this clause administratively. The signing of the district's leave of absence statement describing reasons for the absence will be required.
 - f. The superintendent may require additional statements of proof of personal necessity at his/her discretion.
 - g. The District will credit days of allowable bereavement leave (Policy 4161.2, Ed. Code 44985) prior to charging days to personal necessity leave when bereavement is applicable.
 - h. Personal necessity leave may be used if the employee gives advance notice for the following purpose: appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- 12.9.3 The superintendent or designee will approve/disapprove personal necessity requests, and such decisions will not be arbitrary or unreasonable.
- 12.9.4 Five (5) days of personal necessity will be allowed at the declaration of the employee for any reason. Personal Necessity Leave under this clause will be limited to one (1) person per school site per day, or two (2) persons per school site per day when substitutes are available.

12.9 District Emergency Leave.

In the event of closing school on account of the prevalence of an epidemic or an act of God, the teacher shall receive full pay for such a period. This provision shall not apply to substitute or temporary teachers.

ARTICLE 13: SAFETY CONDITIONS OF EMPLOYMENT

- 13.1 The Board shall not take any action against a unit member who uses reasonable means necessary to protect themselves from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of pupil.
- 13.2 Unit members shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate supervisor. The unit member and the Principal or other immediate superior shall immediately report the incident to the appropriate law enforcement authorities if deemed appropriate as per Education Code section 44014.
 - 13.2.1 Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the unit member for information in the possession of the Superintendent relating to the incident or the persons involved.
 - 13.2.2 When absence arises out of an assault upon a unit member during the course of employment resulting in injury, such absence shall be recognized by the Board as an industrial accident under the provisions of Education Code section 44984.
- 13.3 Unit members shall be provided with the District and site safety plans.
- 13.4 The District shall notify unit members in accordance with Education Code section 49079 of a record of conduct demonstrating that a student has caused, or attempted to cause, serious bodily injury.
- 13.5 Parents/guardians wishing to observe in a unit member's classroom shall seek permission from the site principal at least two (2) school days in advance unless circumstances deemed necessary by District administration require less notice.
- 13.6 On emergency snow days or other emergency cancellations of school, the District Superintendent will decide on school closure and notify principals and radio stations by 7:15 a.m. or earlier if possible. Individual school communication

systems will be established by each building principal in cooperation with the staff.

ARTICLE 14: CLASS SIZE

- 14.1 The Board goes on record making known its intent that the lowest possible class size will be maintained in all District classrooms. In addition, the Board instructs the Superintendent to make every effort to equalize class size in each grade level throughout the District. A status report shall be distributed to the Association at the same time it is distributed to the Board of Trustees.
- 14.2 Whenever the Association is concerned with class size or an imbalance in class sizes, upon request of the Association, the Superintendent will meet and consult on the provisions of this Article. It is recognized, however, that the best interests of the children involved will be the District's first concern.
- 14.3 As of October 1 of each school year, if a teacher's assigned class roster for three (3) consecutive school days exceeds 24:1 in grades TK-3; exceeds 30:1 in grades 4-5; exceeds 32:1 in grades 6-8; or exceeds 45:1 in music or a physical education class, that teacher will be compensated with a payment of \$600 per trimester for each trimester that those numbers are exceeded. This shall include any student who receives scheduled instructional or support services within a general education classroom for any portion of the instructional day. Elective classes are excluded. This is effective July 1, 2026.
- 14.4 Temporary or short-term student additions ("push-ins") that cause class enrollment to exceed the limits outlined in Section 14.3 shall qualify for compensation if student(s) fall under the three (3) consecutive-day minimum requirement to qualify for the stipend outlined in Section 14.3. If the above criteria are met, the teacher may claim one (1) hour of extra duty on their timecard for each day the class size increase occurs. In the event that such "push-in" students continue and meet the three (3) consecutive-day minimum, the teacher shall forfeit the extra duty time, as compensation shall instead be provided through the applicable quarterly stipend outlined in 14.3.

ARTICLE 15: TRANSFERS / REASSIGNMENTS / VACANCIES

15.1 Definitions

- 15.1.1 A **transfer** is the movement of a unit member from one work location to another work location, or from one program to another program, such as year-round education or restructuring schools. The transfer may also include a change in grades or subject area.

15.1.2 A **reassignment** is the movement of a unit member from one subject area to another subject area, one grade level to another grade level, or from one configuration to another, such as team teacher, restructuring, or other reconfiguration within the same school site.

15.2 Voluntary Transfers / Reassignments

The following conditions will apply to voluntary transfer/reassignment requests:

15.2.1 A unit member may request a change of grade level or school, or both.

15.2.2 A request for a voluntary transfer/reassignment will be presented to the Superintendent in writing by March 15 for a transfer/reassignment in the following school year.

15.2.3 If two (2) or more unit members with credentials and qualifications for the position apply for a vacancy, the following factors will be taken into consideration:

- A. Teacher request and date requested
- B. Seniority
- C. Credential
- D. Previous experience at that grade level/program/school
- E. Special Training/Skills
- F. Program Needs

The Superintendent and/or designee retains discretion to decide on all voluntary transfers and reassignments.

15.2.4 If a unit member's request for a voluntary transfer/reassignment is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for denial. Transfers/reassignments shall not be denied arbitrarily or capriciously.

15.2.5 The unit member may request that his/her application for transfer be kept confidential.

15.2.6 Unit members returning from leave shall be afforded all rights provided under this section.

15.2.7 Upon request, the District shall move a unit member's materials whenever a unit member is voluntarily transferred or reassigned.

15.3 Involuntary Transfers / Reassignments

- 15.3.1 Unit members may be transferred/reassigned involuntarily at the District's discretion based on the needs of the District and its pupils.
- 15.3.2 If a decrease in the number of pupils or the elimination of programs and/or funding occurs, the District shall seek volunteers prior to making any involuntary transfer/reassignment. The District retains discretion to determine that an involuntary transfer is necessary for reasons other than a decrease in pupils, elimination of programs, and/or funding.
- 15.3.3 Involuntary transfers may not be made arbitrarily or capriciously and will be made for the following reasons:
 - a. For reasons of administrative necessity to mitigate curriculum, program, or staffing problems.
 - b. To mitigate staff performance or relations problems
 - c. To better utilize instructional resources when needed to serve the best interests of the affected schools and their pupils.
- 15.3.4 Involuntary transfers and reassignments shall be preceded by a meeting if requested by the unit member. The meeting shall be held between the unit member and the Superintendent or designee for purposes of explanation. Upon request, the District will provide the reasons for the transfer in writing at the meeting. The unit member may bring an Association representative.
- 15.3.5 Upon request, the District shall move a unit member's materials whenever a unit member is involuntarily transferred or reassigned.
- 15.3.6 Upon notification of transfer to a different grade level, the unit member will be given an opportunity to observe in a classroom similar to the new assignment for one (1) day. Observation days will be separate from the preparation days referenced in 15.3.9.
- 15.3.7 Unit members will have four hundred dollars (\$400) added to their classroom budget to acquire additional instructional materials, supplies, and equipment.
- 15.3.8 Notice of involuntary transfers/reassignments will take place by May 1 for the following school year, unless unforeseen circumstances, i.e., resignation, retirement, facility issue, etc., dictate shorter notice.

- 15.3.9 Upon request, the unit member shall be granted four (4) days of preparation time when involuntarily transferred/reassigned during the school year.
- 15.3.10 When an involuntary transfer/reassignment is made prior to May 1 for the following school year, those affected unit members will pack his/her room after student attendance days and be compensated by July 10 for two (2) days for packing and will be compensated in August for two (2) days for unpacking prior to the start of school, for a total of four (4) days at the individual teacher's daily rate of pay (if the move takes place beyond the contracted year).
- 15.3.11 Unit members who are assigned a combination class, in general education only, and excluding physical education, electives, and intervention, will be paid an annual bonus of \$2000, prorated by the number of months they teach in that capacity.
- 15.3.12 The District shall approve and authorize all changes outlined in Article 15.3. The District shall provide unit members with written or electronic notice of any transfer, reassignment, or mid-year change no fewer than two (2) workdays in advance of implementation. All such actions shall be initiated and processed through the District Office. No changes shall be implemented at the site level until written notice has been issued by the District Office.

15.4 Vacancies

- 15.4.1 Vacancies becoming known after March 15 for the following year will be posted so that employees may apply for transfer made possible by such vacancies.
- 15.4.2 Emergency vacancies which are to be filled immediately by the District will be posted so that employees may apply for transfer made possible by such vacancies.
- 15.4.3 Unit members will be notified of vacancies through District email.
- 15.4.4 No vacancies shall be filled until after the closing date as stated on the 'notice of vacancy'.
- 15.4.5 Unit members shall receive an interview for any vacancy for which they apply and are appropriately credentialed.

ARTICLE 16: TEACHING HOURS

- 16.1 The Board recognizes that a unit member is a professional person and that the professional tasks of certificated employees involve considerably more than actual class instruction. The Board recognizes the importance of study and research to keep abreast of new knowledge and techniques, of evaluation of students' work, or such key activities as lesson planning and preparation, record keeping, assisting and/or conferring with students, parents and administrators, completing assigned duties and performing other necessary out-of-school activities.
- 16.2 Unit members' workday will consist of a seven and a half (7 ½) hour day including a minimum of a thirty (30)-minute duty-free lunch period.
- 16.2.1 Teachers will be required to report to their work location fifteen (15) minutes prior to the start of the instructional day unless other job duties require his or her presence elsewhere.
- 16.2.2 Unit members will be assigned 15 minutes of duty per 7.5-hour school day, or the equivalent of up to 2,700 minutes per year (15 minutes x 180 days = 2,700 minutes). Duty is at the discretion of the site Principal but may not exceed 2,700 minutes per school year. Fewer minutes is permissible. In emergency situations, other duties may be assigned beyond 15 minutes.
- Itinerant personnel will not be assigned daily duty but will fulfill up to 2,700 minutes per school year at the site principal's discretion.
- *If instructional days are added to the school calendar, 15 minutes per day will be added to the total, i.e., 182 x 15 min. = 2730 min.
- 16.2.3 Assigned duties shall be rotated on an equitable basis among unit members on the site.
- 16.2.4 Except as otherwise provided by the provisions of this Article for the purpose of providing supervision of dances and sports activities at Anderson Middle School, unit members assigned to teach the grades of the students involved in the activities may be assigned by the administration for up to a maximum of two (2) events per teacher per school year. The District shall post a schedule of events at the beginning of each quarter in order to allow unit members to volunteer for such assignments. If an inadequate number of volunteers make themselves available for such activities, the District shall assign unit members in a fair and equitable manner. Unit members who have already served for two (2) events or more per school year shall not be assigned to additional duties by the District.

16.3 One day a week shall be reserved for staff meetings, collaboration, professional development, or other activities as directed by District administration. These activities will not extend the 7 ½ -hour duty day by more than one hour. The designated day for additional duty shall be Monday. The District and the Association may mutually agree in writing to hold the additional duty on a day other than Monday, as needed. The meeting may begin anytime following the dismissal of students. The duration of the meeting will not exceed one hour on a regular school day and 1.5 hours on a minimum school day. There will be ten (10) minimum days designated Teacher Choice/Collaboration. Five (5) consecutive minimum days will be parent-teacher conferences. This language is null and void if the state requires fewer than 180 days per school year.

16.4 The orderly conduct of school business requires certain set hours of on-site responsibilities; therefore, the teacher day is set at seven and one-half (7.5) hours.

16.4.1 On Tuesday through Friday, the flexible hour of work will be reserved for the unit member's prep time, preparation of curriculum, lesson planning, record keeping, and participation in IEP and SST meetings. No other mandatory staff, site, or district meetings will be scheduled during the duty day. When unavoidable, meetings or other activities may be scheduled outside the duty day when required to meet legal requirements or to fulfill IEP and SST meeting requirements.

16.4.2 Parent-teacher conferences, back-to-school night, open house, or other duties performed by unit members shall be without additional compensation unless specifically authorized by this Agreement or written District policy.

16.4.3 Short-Term Independent Study Assignments

All rostered students who participate in short-term independent study shall remain the instructional responsibility of the classroom teacher.

a) Assignments of One (1) to Four (4) Days:

For independent study requests ranging from one (1) to four (4) instructional days, the unit member will be required to provide instructional work for the student without additional compensation.

b) Assignments of Five (5) to Fifteen (15) Days:

For independent study requests ranging from five (5) to fifteen (15) instructional days, the unit member will be responsible for providing and assessing the instructional work and shall be compensated for two (2) hours of extra duty: one (1) hour for the creation of the instructional packet and one (1) hour for grading and evaluation of the completed

work per five (5) days.

c) Request Timelines:

All requests for independent study work must be submitted to the school office and teacher(s) a minimum of one (1) week prior to the start of the leave or no later than one (1) week following the student's return from the leave in order for the work creation and grading to be the responsibility of the unit member.

d) Late or Additional Requests:

All requests made outside of the timeline stated above, no matter the length of the absence, will be considered additional work. Such work may be performed at the discretion of the classroom teacher and, if completed, shall be compensated at two (2) hours of extra duty: one (1) hour for the creation of the instructional packet and one (1) hour for grading and evaluation of the completed work.

e) Denial of Late Requests:

The classroom teacher may deny any request submitted beyond the one (1) week post-return timeline. In such cases, responsibility for attendance recovery and documentation shall rest with the school site office.

16.5 The District Superintendent shall establish the actual class schedule, including starting and ending times as well as recesses and lunch periods, after consultation with ACTA. The total instructional minutes shall be not less than the California Education Code requirement, and as stated below:

- Anderson Middle School (8:50 a.m. – 3:07 p.m.) 377min.
 - Grades 6, 7, and 8 (Instructional minutes)
 - 321 regular day ($321 \times 157 = 50,397$)
 - 261 minimum day ($261 \times 23 = 6,003$)
 - 200 double minimum day (0)
 - 56,400 (Ed. Code = 54,000)
- Anderson Heights and Meadow Lane Elementary Schools (4th & 5th, 8:00-2:03) 363 min. & TK-3 8:00-2:00. (360)
 - Grades 4 & 5: (Instructional minutes)
 - 311 regular day ($311 \times 157 = 48,827$)
 - 251 minimum day ($251 \times 23 = 5,773$)
 - 200 double minimum day (0)
 - Total = 54,600 (Ed. Code = 54,000)
 - Grades 1-3 (Instructional Minutes)

- 305 regular day (305 x 157 = 47,885)
- 245 minimum day (245 x 23 = 5,635)
- 200 double minimum day (0)
 - Total = 53,520 (Ed. Code = 50,400)
- Grades TK-K
 - 295 regular day (295 x 157 = 46,315)
 - 235 minimum day (235 x 23 = 5,405)
 - 200 double minimum day (0)
 - Total = 51,720 (Ed. Code = 36,000)

*ACTA calendar is negotiated annually, and minimum days are not guaranteed.

* Starting and ending times at each site are at the discretion of the district and based on need. Even though starting and ending times are written in this contract, they are a simple reference.

- 16.6 All fourth and fifth grade teachers (including multiple-grade or combination-class teachers with fourth or fifth grade students) will receive 60 minutes of preparation per week structured and scheduled at the District's discretion within the instructional day.
- 16.7 All sixth through eighth grade teachers (including multiple-grade or combination-class teachers) assigned to Anderson Middle School shall receive a preparation period for forty-five (45) minutes per day and/or no less than 225 minutes per week. Instructional periods will be constructed annually with the mutual consent of the Anderson Middle School teachers and site administration

ARTICLE 17: EMPLOYEE BENEFITS

- 17.1 The annual contribution will increase from \$10,883.52 to \$13,200, or \$1,100 per month, effective upon agreement of full settlement.

District Fringe Benefits:

	Employee Choice of Plan
Health Insurance	
Dental (Upgraded to \$2,000 per year limit)	\$123.12
Vision	\$18.98
Life Insurance	\$7.29
Income Protection (Employee only)	.34% annual salary

- 17.2 Plan Choices:

The District's medical benefit program or its equivalent, California's Valued Trust Plans 3B, 4B, 6C, 9C, Wellness Plan, Bronze, and HDHP2.

The District's dental benefit program, including orthodontia, or its equivalent, Delta Dental administered through California's Valued Trust.

The District's vision care program or its equivalent, VSP Plan B with \$10 deductible administered through California's Valued Trust.

The District's life insurance benefit program or its equivalent.

The District's income protection plan for employees only, or its equivalent.

- 17.4 Notwithstanding anything to the contrary, the District may elect to change insurance carriers or claims administrators or to become self-funded or insured, provided, however, the benefit structures remain substantially equivalent.
- 17.5 Should an employee's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such employee shall be entitled to continued paid coverage under the health, dental and vision care plans through September 30 of the ensuing school year.
- 17.6 Unit members on approved leave of absence without pay shall have the option to continue to receive full coverage for the period of the leave upon monthly reimbursement in advance to the District at the group rate, following District procedures. Coverage of unit members who do not provide such advance payment shall be cancelled.
- 17.7 Half-time or part-time teaching assignments may be accommodated. Except as provided in Article 22, Reduced Workload, paid District insurance benefits to unit members who are employed less than full-time shall be prorated by the same percentage as the time of assignment. No paid District Insurance benefits will be paid to a unit member who is employed for less than four (4) hours per day or twenty (20) hours per week. No unit member presently employed as of January 15, 1980, will lose the full benefit payment if involuntarily reduced in hours
- 17.8 Retiree Benefit Program
Unit members, except those hired on or after July 1, 2014, who retire from the District on or after June 1, 1992, under the State Teachers Retirement System with a minimum of fifteen (15) years of District service shall be eligible to receive a District contribution of up to the full cost of the District's employee Benefit Programs 1, 2, 3, as listed in Article XVI but not in excess of \$300 per month. Unit members hired on or after July 1, 2014, shall not be eligible for the Retirement Benefit Program. Such contribution shall be made for each eligible unit member who elects to participate in the program. Insurance carriers other than the District's may be utilized upon verification of the insurance carrier to the District Office. Unit members shall receive the benefit from age 55 through age 64 if retired under the State Teachers Retirement System. Whenever any District employee goes directly from active employment to retirement under the State Teachers Retirement System and is not eligible for the foregoing employee benefit program, the employee shall nevertheless be entitled to continue in the

District's employee benefit programs providing the employee pays their own premium in advance for such benefits. If, upon retirement, the employee elects not to participate in the benefit program, the decision is irrevocable.

17.9 Golden Handshake

When conditions exist which allow the District to participate in the "golden handshake early retirement program" under State of California Education Code Section 22714, the Board of Trustees will consider such participation and, at the discretion of the Board, may implement the program.

When two (2) or more credentialed unit members request the Golden Handshake in one year, and the State of California offers the Golden Handshake opportunity, the Board of Trustees will participate and offer this program under the guidelines mandated by the State.

17.10 Mileage

The District will pay mileage rates approved by the designated administrators at the maximum allowable by the IRS.

Article 18: INTERN SUPPORT

18.1 Certificated Interns

18.1.1 In the event the District hires interns to provide certificated services, a list of interns' names, positions held, and site assignments will be given to the Association within five (5) work days of the first day of service.

18.1.2 Interns shall be members of the bargaining unit. Wages, benefits, hours, and other terms and conditions of employment covered by this agreement shall be provided to all interns.

18.1.3 An Intern Support Provider (ISP) may be assigned to each intern or first-year probationary unit member, and if done so, the support provider will be assigned by the site principal.

18.2 Intern Support Providers

18.2.1 An Intern Support Provider may be provided to each first-year intern or probationary unit member hired in the district. An ISP will receive an additional two thousand five hundred (\$2,500) per school year per intern or unit member, prorated if the employment ceases. The ISP may be able to work with up to two (2) interns or first-year probationary unit members per school year

18.2.2 The minimum qualifications for an ISP are as follows:

- a) A full-time, clear credentialed teacher with permanent status.
- b) Demonstrated exemplary teaching ability, as indicated by, among other things, effective commitment to District curricular goals and standards, and mastery of a range of teaching strategies necessary to meet students' needs in different contexts.

18.2.3 The District will post the ISP position(s) within ten (10) workdays of each intern's first day of service.

- a) Each applicant will be required to submit a completed application to the District, which shall include at least three (3) Letters of Recommendation, one (1) from each of the following: site principal or immediate supervisor, classroom teacher from current site, and a parent. The application deadline will be ten (10) work days from the posting date.
- b) The application will include a description of the specific required job duties.
- c) It is up to the discretion of the District to choose the best candidate for the ISP position(s).

ARTICLE 19: SALARIES

- 19.1 SALARY DURING SCHOOL CLOSURE: Unit members shall be compensated during a school closure due to events outside the district's control, *i.e.*, snow days, Public Safety Power Shutdown (PSPS) days, acts of God, etc. The work days missed may be made up within the board-approved calendar (emergency day allocation or other non-student day) (excluding breaks), at the discretion of the district and based on any granted waiver.
See Article 17.

19.2 Special Assignment Salary Schedule

Teachers serving in the following special assignments shall be paid in accordance with the following: (See Appendix C-3).

19.2.1 Other Assignments

Academic Coach* 5%

Districtwide G.A.T.E. Coordinator 6% (SEE ARTICLE 19.7)

Site G.A.T.E. Representatives 5% (SEE ARTICLE 19.7)

Athletic Director 9% (unavailable to ACTA membership if this role is assigned to a CUESD administrator)

District Librarian (Column I, Step I Librarian/Media Specialist) 6%

*To be renegotiated annually.

19.2.2 In addition, the district designated librarian would have 10 days of release time per year to assist with the overall coordination of library activities and work directly with library media specialists. The daily rate for these 10 days would be paid from the librarian/media specialist column on the salary schedule. In no circumstances would the daily rate be less than the individual teacher's daily rate.

19.2.3 The District shall first offer special assignments to unit members. Such assignments shall be on a voluntary basis, except that employees shall complete an assignment once accepted.
(See section 17.10)

19.3 Other Salary Provisions

19.3.1 The Superintendent or designee is responsible for selecting persons to fill special assignments designated in Section 19.2, above. Special assignments are at-will and can be terminated at any time by the District in its discretion.

19.3.2 Upon entry into the District as a new employee, experience credit will be granted for a year-for-year basis to a maximum of ten (10) years' experience credit. Previous years of experience for credit must have been acquired within the last ten (10) years. Employment for seventy-five (75) percent of a school year will be considered as a full year. Credentialed teaching experience will be credited toward placement as a Librarian/Media Specialist or Counselor/Psychologist on the basis of three (3) years of teaching experience being equivalent to one (1) year of Librarian/Media Specialist or Counselor / Psychologist experience, provided such teaching experience occurred during the previous fifteen (15) years.

19.3.3 When a certificated employee has resigned (or been dismissed for cause) and has been reemployed by the Board, his date of employment will be the date on which he first renders paid service after his reemployment (Education Code 44848 and 44931).

- 19.3.4 Military service credit may be given to a beginning employee on a year-for-year basis to a maximum of three (3) years. This credit may be given only when the entering teacher held a regular credential for the grade level for which he is being hired at the time of entry into the service.
- 19.3.5 The District Office must be notified by June 1st if a Unit Member intends to move horizontally to the next column on the salary schedule because of a unit increase. College-level units and/or continuing education units and/or graduate-level units from an accredited college or university will be accepted. Unit members will complete the district office form for 'Intent to move on the salary schedule by June 1st. Courses must be completed by the first day of school to count towards salary advancement. Unit members must submit official transcripts verifying courses completed with passing grades by October 1st. Unit members will be responsible for repaying the difference of salary if official transcripts verifying approved units are not received by the District by October 1st.
- 19.3.6 Unit members assigned to teach extra duty assignments authorized by the unit member's supervisor, including but not limited to summer school, Saturday school, tutoring, after school programs, and formal presentations at district-wide in- service presentations, shall be compensated at the contract hourly rate of \$45.00-\$50.00. Unit members giving formal presentations at district-wide in-service shall be compensated for preparation time. For every hour of presentation, they will be compensated one (1) hour at the contract hourly rate. Unit members attending district-approved training outside the hours of the defined day shall be compensated at the contract hourly rate. (Effective June 13, 2022)
- 19.3.7 Teachers employed by CUESD who attend CUESD-designated workshops may earn salary credit. Units of professional growth will be considered on a similar basis to college credits; i.e., fifteen (15) hours of workshops equals one (1) unit. No units can be obtained while receiving compensation or reimbursement from CUESD.

19.4 Extra Duty Assignments

In order to receive compensation for extra duty, documentation must be turned in at the end of the month in which it was earned. Exceptions will require site principal and superintendent approval. Any extra duty not received by the twelfth of the current payroll period, or the nearest business day, will be paid the following month.

- a. 5th Grade Environmental Camp: A teacher performing full Environmental Camp duties will be entitled to five hundred and sixty dollars (\$560) and in the event one does not perform full duty, the rate will be pro-rated based on duty served.

- b. Department Chairs: Teachers serving as department chairs at the middle school will be entitled to one (1) day compensatory time or the equivalent stipend of one (1) substitute day to be determined at the teacher's discretion.
- c. Teacher In Charge: At the request of the teacher, the teacher in charge at each school site will be entitled to a substitute for the days they are in charge. In addition, they will be entitled to compensatory time or the equivalent stipend of substitute days for each hour they are unable to attend to their normal assigned duties and/or preparation time when performing duties as Teacher in Charge. Choice of compensatory time or substitute pay shall be at the teacher's discretion.
 - i. Unit members will be notified of the Teacher in Charge position, and it shall be posted internally at each site. This will be a voluntary position and may be shared.
 - ii. The unit members on site will be notified when the site's administrator is off campus for more than a ½ day, along with the identity and contact information for the Teacher in Charge. The Teacher in Charge is to be notified each time the site administrator leaves campus.
 - iii. The District will provide training for the Teacher(s) In Charge, including safety plan information, how to contact emergency services, health issues of students, and information on responses to potentially violent persons on campus known to administrators.
 - iv. Compensatory Days: All compensatory days will be mutually agreed upon by the site administrator and teacher.

Compensatory days will not be accumulative. Days must be used within the year accrued.

19.5 Teacher on Special Assignment

The Teacher on Special Assignment will be a one-year assignment of 190 work days. The daily rate would be based on an 184-day contract year. The District will guarantee a teaching assignment upon re-entering the classroom. Every effort will be made by the District to retain the same teaching assignment that was vacated by the Teacher on Special Assignment.

The following conditions would apply to the position of Teacher on Special Assignment:

All permanent teachers will have an opportunity to apply. The District will send out a bulletin in April outlining the specifics of the application process.

A selection committee will be formed to assist with the screening of candidates. This committee can be made up of one (1) teacher from each school site, two administrators and the superintendent. The final recommendation to the Board will be made by the superintendent.

The Teacher on Special Assignment would not be responsible for evaluations of certificated personnel.

The Association and District mutually agree to evaluate this position and make recommendations for the following school year.

19.6 Summer School Lead Teacher

19.6.1 Personnel

Primarily responsible for staffing the summer school program with certificated and classified staff members.

19.6.2 Instructional Program

Organize an instructional program that will meet the needs of grade levels designated for the summer session.

19.6.3 Instructional Materials

Prepare an order that will provide teachers with instructional materials to conduct the summer session.

19.6.4 Program Design

Meet with staff to allow teachers an opportunity to design an academic yet high-interest, motivating program.

19.6.5 Communication

Develop a brochure and information that would go out to all eligible students and gather that information in order to begin scheduling. Also, conduct communication on an ongoing nature regarding the activities being conducted.

19.6.6 Budget

Continually monitor the budget to stay within the parameters outlined at the beginning.

19.6.7 Monitor Program

Be available throughout summer school to monitor, support, and see that the program runs smoothly.

19.6.8 Evaluation

Review with staff the total overall evaluation of the summer school

program and turn in a final report to the district office. The summer school lead teacher will not be required to evaluate personnel, only the overall summer school program.

19.6.9 Summer School

A Summer School lead teacher assignment will be paid at the regular summer school hourly rate and an additional stipend of 11% of Column 1, Step 1 of the salary schedule for the additional responsibilities. This position will also be assigned an additional five (5) days prior to the opening of summer school for planning and organizational purposes.

19.7 G.A.T.E.

19.7.1 There will be one districtwide G.A.T.E. Coordinator position that will receive an annual six percent (6%) stipend based on Column 1, Step 1 of the certificated salary schedule for service. The parties mutually agree that the current districtwide G.A.T.E. Coordinator will not suffer a loss of compensation with this agreement.

19.7.2 Each site may have a GATE site representative who will receive an annual five percent (5%) of Column 1, Step 1 of the certificated salary schedule for each site principal- and superintendent-approved GATE activity.

19.8 Program Improvement Leadership Team

19.8.1 The District and the Association shall jointly appoint unit members to the Program Improvement Leadership Team. The District shall appoint administrative members. For each unit member appointed by the District, the Association may appoint up to two unit members.

19.8.2 Participation by unit members is voluntary, and unit members will be compensated at \$35 per hour for time served outside of the regular workday.

ARTICLE 20: CONSULT ITEMS

20.1 The District shall notify the Association, in writing, of all policies to be considered for adoption by the Governing Board. After receipt and review of the policies to be adopted or revised, the Association President or bargaining chair may request to meet with the Superintendent or his/her designated representatives to consult and communicate regarding these policies and the implications thereof. Notice of any policy adoption or update will be made as stipulated in Government Code 54957.5 and the Brown Act. In addition, to conserve natural resources and the financial resources of the District, as has been past practice, a link to all open session agendas and backup materials will be sent to the District email account for the

Association President, the bargaining chair, and all district employees pursuant to the aforementioned regulations.

- 20.2 Consult items shall include the definition of educational objectives, the determination of courses and curriculum, and the selection of textbooks.

ARTICLE 21: SCHOOL CALENDAR

The District 2026-2027 work year calendar is accepted.

- 21.1 Employees shall be scheduled to work one hundred eighty-four (184) days per school year. One hundred eighty (180) of these will be instructional days; three (3) staff development days, and one (1) preparation day. Negotiable elements of the school year calendar shall be developed mutually by the District and the Association, except that the existing number of workdays for unit members shall be maintained

- 21.1.1 The parties agree to take all necessary action to conform to the state staff development buy-back day requirements.

ARTICLE 22: REDUCED WORKLOAD

Article 22 is hereby subject to the provisions in Ed Code for Reduced Workload and restricted to not more than two (2) certificated personnel participating in a Reduced Workload assignment in any given school year without the mutual agreement between the District and the Unit member.

Because Ed Code governs the provisions of Reduced Workload, all verbiage which was formerly included as part of Article 22 are permanently eliminated.

ARTICLE 23: MISCELLANEOUS PROVISIONS

- 23.1 Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement.
- 23.2 This Agreement shall supersede any rules, regulations or practices of the Board which are or may in the future be contrary to or inconsistent with its terms.
- 23.3 All unit members who participate in the publication of tapes, publications, or
23.4 other produced educational material shall retain residual rights should they be copyrighted or sold by the Board.
- 23.5 A unit member's notification to the Board of their intent to resign shall remain revocable until such time as the Board officially acts on such notification.

ARTICLE 24: TERMS AND CONDITIONS OF EMPLOYMENT

For the life of this Agreement, the District will negotiate any changes in its current policies as required by law.

ARTICLE 26: SAVINGS PROVISION

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

ARTICLE 27: STATUTORY CHANGES

Changes in teacher benefits which are brought about by the amendment or addition of statutory guarantees now provided by California or federal law shall be incorporated into this Agreement.

ARTICLE 28: CONCERTED ACTIVITIES

- 28.1 It is agreed and understood that there will be no illegal strike, work stoppage, a slowdown, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association, its officers, agents, or members during the term of this Agreement, including compliance with the request of other organizations to engage in such activity.
- 28.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all Association member employees to do so. In the event of an illegal strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 28.3 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District policy from any employee and/or the Association.

ARTICLE 29: SUPPORT OF AGREEMENT

The District and the Association agree that it is in their mutual benefit to resolve differences in the interpretation and application of this document through the grievance procedure. Moreover, it is agreed that the Association and the District will support this Agreement for its term.

ARTICLE 30: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by such state law and that the absence of specific provisions in this Agreement such practices

and procedures, which are discretionary.

ARTICLE 31: COMPLETION OF MEET AND NEGOTIATIONS

Except as specifically provided in Article 32, Term, during the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate on wages, hours of employment and terms and conditions of employment and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE 32: TERM

- 32.1 This Agreement shall take effect as of July 1, 2024, and shall continue in full force and effect to June 30, 2027, and shall continue thereafter from year to year unless written notice of change or termination shall be given by either party one hundred eighty (180) days prior to the expiration date above or the expiration date of any year thereafter.
- 32.2 Notwithstanding the foregoing, however, either party may, by giving written notice to the other no later than ninety (90) days prior to June 30, in each of the years during the term of this Agreement, reopen negotiations on Article 17, Employee Benefits, and Article 19, Salaries, and three (3) other existing articles of this Agreement.
- 32.3 Whenever notice is given for changes, the general nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect.
- 32.4 This Agreement shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.

IN WITNESS WHEREOF, the parties have executed the Agreement between Cascade Union Elementary School District and Anderson Cascade Teachers Association on October 14, 2026, effective July 1, 2024 to June 30, 2027.

Diana Kimball
President, Board of Trustees

Adelyn Sabanera
Vice President, Board of Trustees

Allyson
Clerk, Board of Trustees

JR
Board of Trustees Member

Janine Webb
Board of Trustees Member

J. Provence
Superintendent

ACTA President
ACTA President

Nicki Roberts
Bargaining Team Member

Don
Bargaining Team Member

Nal Spencer
Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

CASCADE UNION ELEMENTARY SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
2025/2026

Salary Schedule effective July 1, 2025

184 Days

Column	A	B	C	D	
Salary Step	BA + 30	BA + 45	BA + 60	BA + 75	
1	53,992	55,341	56,725	58,142	
2	55,610	57,000	58,427	59,886	
3	57,279	58,711	60,177	61,683	
4	58,996	60,473	61,986	63,531	
5	60,767	62,288	63,842	65,440	
6	62,591	64,156	65,757	67,403	
7	64,467	66,081	67,730	69,424	
8	66,402	68,061	69,765	71,508	
9	68,394	70,103	71,856	73,652	
10	70,447	72,205	74,012	75,861	
11	72,558	74,373	76,232	78,137	
12		76,606	78,518	80,481	
13			80,874	82,895	
14			83,301	85,385	
15			83,301	85,385	
16			85,799	87,947	Longevity 15 + 3%
17			85,799	87,947	
18			88,375	90,586	Longevity 17 + 3%
19			88,375	90,586	
20			91,026	93,301	Longevity 19 + 3%
21			91,026	93,301	
22			93,755	96,100	Longevity 21 + 3%
23			93,755	96,100	
24			96,567	98,984	Longevity 23 + 3%
25			96,567	98,984	
26			99,464	101,952	Longevity 25 + 3%
27			102,449	105,011	Longevity 26 + 3%

* Unit members who hold a Masters Degree from an accredited institution shall be paid an additional stipend of \$2,000 for a school year of full-time service.

* Counselor(s) will be placed on Column D: 184 Work Days

* **In order to receive longevity service stipends, unit member must complete 15, 17, 19, 21, 23 and 25 years of service respectively based on placement on the salary schedule at the time of employment with the district.

Board Approved: 05/13/2026

CASCADE UNION ELEMENTARY SCHOOL DISTRICT
CHILD DEVELOPMENT TEACHER SALARY SCHEDULE
2025/2026

Salary Schedule effective July 1, 2025

189 Days

ANNUAL

Step	Amount
1	24,582
2	25,763
3	26,963
4	28,212
5	29,591
6	30,919
7	32,315
8	32,315
9	32,315
10	32,315
11	32,315
12	34,255
13	34,255
14	34,255
15	36,312
16	36,312
17	36,312
18	38,489
19	38,489
20	38,489
21	40,798
22	40,798
23	43,246

- * Placement on the salary schedule shall be approved by the Superintendent and prior appropriate experience up to a maximum of ten (10) years may be allowed.
- * Unit members who hold a valid CA Site Supervisor Permit or higher will be eligible for a \$750 annual stipend. Verification of the permit must be submitted to the District Office no later than September 1 of the new contract year to be paid on the September payroll.
- * Unit members who hold a Masters Degree from an accredited institution shall be paid an additional stipend of \$2,000 for a school year of full-time service.

Board Approved: 05/13/2026

CASCADE UNION ELEMENTARY SCHOOL DISTRICT
NURSE SALARY SCHEDULE
2025/2026

Salary Schedule effective July 1, 2025

184 Days

Step	A
1	70,783
2	72,831
3	74,941
4	77,113
5	79,352
6	81,658
7	84,032
8	88,996
9	91,592
10	94,264
11	97,019
12	99,853

Unit members who hold a Masters Degree from an accredited institution shall be paid an additional stipend of \$2,000 for a school year of full-time service.

Board Approved: 05/13/2026

CASCADE UNION ELEMENTARY SCHOOL DISTRICT
PSYCHOLOGIST & SPEECH PATHOLOGIST SALARY SCHEDULE
2025/2026

Salary Schedule effective July 1, 2025

184 Days

Step	A
Intern	70,783
1	88,616
2	91,027
3	93,505
4	96,052
5	98,672
6	98,672
7	98,672
8	101,368
9	101,368
10	101,368
11	104,134
12	107,183

Unit members who hold a Masters Degree from an accredited institution shall be paid an additional stipend of \$2,000 for a school year of full-time service.

Board Approved: 05/13/2026

	PERCENTAGE	SPORTS/ACTIVITY	STIPEND	Season	Months	Rate
26-27 BASE SALARY STEP 1 BA30 \$ 53,992.00	5%	Baseball	\$ 2,699.60	March/April	2	\$ 1,349.80
	6%	Basketball Boys 8th	\$ 3,239.52	Jan/Feb	2	\$ 1,619.76
	6%	Basketball Boys 7th	\$ 3,239.52	Jan/Feb	2	\$ 1,619.76
	6%	Basketball Boys 6th	\$ 3,239.52	Jan/Feb	2	\$ 1,619.76
	4%	Basketball Boys 5th	\$ 2,159.68	March	1	\$ 2,159.68
	6%	Basketball Girls 8th	\$ 3,239.52	Nov/Dec	2	\$ 1,619.76
	6%	Basketball Girls 7th	\$ 3,239.52	Nov/Dec	2	\$ 1,619.76
	6%	Basketball Girls 6th	\$ 3,239.52	Nov/Dec	2	\$ 1,619.76
	4%	Basketball Girls 5th	\$ 2,159.68	March	1	\$ 2,159.68
	5%	Track, Field	\$ 2,699.60	April/May	2	\$ 1,349.80
	5%	Track, Track	\$ 2,699.60	April/May	2	\$ 1,349.80
	5%	Softball	\$ 2,699.60	March/April	2	\$ 1,349.80
	5%	Soccer	\$ 2,699.60	Sept/Oct	2	\$ 1,349.80
	5%	Cross Country ML	\$ 2,699.60	Sept/Oct	2	\$ 1,349.80
	5%	Cross Country AH	\$ 2,699.60	Sept/Oct	2	\$ 1,349.80
	5%	Cross Country AMS	\$ 2,699.60	Sept/Oct	2	\$ 1,349.80
	5%	Volleyball A-Team	\$ 2,699.60	Sept/Oct	2	\$ 1,349.80
	5%	Volleyball B- Team	\$ 2,699.60	Sept/Oct	2	\$ 1,349.80
	9%	Athletic Director	\$ 4,859.28	Aug-May	10	\$ 485.93
26-27 BASE SALARY STEP 1 BA30 \$ 53,992.00	4%	Leadership	\$ 2,159.68	Sept - May	9	\$ 239.96
	4%	Choir	\$ 2,159.68	Sept - May	9	\$ 239.96
	6%	Band lead	\$ 3,239.52	Aug- May	10	\$ 323.95
	4%	Color Guard	\$ 2,159.68	Sept - Dec	4	\$ 539.92
	5%	Yearbook	\$ 2,699.60	Sept - May	9	\$ 299.96
	4%	Snack Bar	\$ 2,159.68	Sept - Feb	6	\$ 359.95
	4%	Math Counts	\$ 2,159.68	Sept - Feb	6	\$ 359.95
	4%	Science Bowl	\$ 2,159.68	Sept - Feb	6	\$ 359.95
	5%	ML Gate Teacher	\$ 2,699.60	Sept - May	9	\$ 299.96
	5%	AH Gate Teacher	\$ 2,699.60	Sept - May	9	\$ 299.96
	5%	AMS Gate Teacher	\$ 2,699.60	Sept - May	9	\$ 299.96
	6%	GATE Coordinator	\$ 3,239.52	Sept - May	9	\$ 359.95
	11%	SS Lead Teacher	\$ 5,939.12	June	1	\$ 5,939.12
	\$ 91,786.40					