

Collective Bargaining Agreement

Between

Chualar Teachers Association

and

Chualar Union Elementary School District

July 1, 2023 - June 30, 2024

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ARTICLE I

DURATION OF AGREEMENT

- 1.1 This agreement represents the entire term and conditions between the Governing Board of the Chualar Union School District and the Chualar Teacher’s Association. This agreement and shall be in full force and effect through June 30, 2024.
- 1.2 The parties agree to reopen Salary and Health and Welfare Benefits only for the 2024-2025 school year.

In witness thereof, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

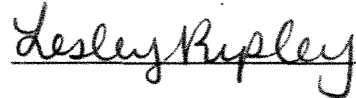
FOR THE DISTRICT

FOR THE ASSOCIATION



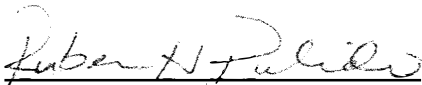
President of the Board of Trustees

Date 10/25/2023



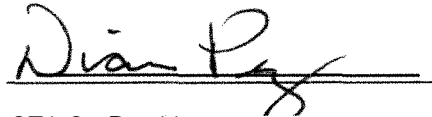
CTA Co-President

Date: 10/25/2023



Superintendent

Date: 10/25/2023



CTA Co-President

Date: 10/25/2023

ARTICLE II

RECOGNITION

- 2.1 By this agreement, the District hereby recognizes the Association as the exclusive representative for each and all employees of the District who are members of the “Certified Staff” or “Certificated Employees.”
- 2.2 The Certificated Staff consists of all full-time certificated teachers, and temporary teachers employed by the District on a regular basis. The Certificated Staff does not include day-to-day or long-term substitute teachers, consultants nor contracted certificated employees from other Districts in accordance with state law. Preschool Teachers, Certificated Administrators, and District Coordinators are not included or recognized.
- 2.3 The use of the pronouns “he” and “his” on this Agreement shall be construed to include the use of the pronouns “she” and “her” if the same is applicable.

ARTICLE III

PROFESSIONAL DUES OF FEES AND PAYROLL DEDUCTIONS

- 3.1 Any unit member who is a member of the Chualar CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.
- 3.2 With respect to all sums deducted by the District pursuant to paragraphs 3.1 and 3.2 above for membership dues, the District agrees promptly to remit such moneys to the Association accompanied by an alphabetical list of unit members from whom such deductions have been made and indicating any changes in personnel from the list previously furnished.
- 3.3 The Association agrees to furnish any information needed by the District to fulfill the provision of this Article.
- 3.4 In the event a unit member wishes to revoke their membership, the District shall refer them to the Association.
- 3.5 Access to Bargaining Unit Members
 - a) Each time a person is newly employed in a position in the bargaining unit, the District shall inform them of their employment status, salary, and benefits.
 - b) The District shall schedule any new bargaining unit member orientations for all newly hired bargaining unit members to take place during the new bargaining unit member's contract day.
 - c) The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association president and vice president no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s) or ten (10) days in advance of other orientation/onboarding meetings that may occur throughout that year. In the event the District is unable to comply with the stated advance notice, the District shall, at the request of the Association, reschedule the orientation/onboarding meeting and provide the advance notice. If, however, the District provides proof that there was an urgent need critical to the employer's operations that was not reasonably foreseeable, the Association shall be provided as much notice as possible.

- d) The Association shall be provided no less than forty-five (45) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. Such time will not be provided at the end of a meeting day unless otherwise agreed upon by the parties. District administration may excuse themselves during Association time.
- e) The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings and will have access to District audio visual equipment for Association presentations.
- f) At the beginning of the school year, the following new bargaining unit member information shall be delivered to the Association president in digital Excel format and hard copy, sorted by seniority date, no later than 30 days after the date of hire:
 - i. Name
 - ii. Home Address
 - iii. Phone Numbers – work, home and cellular
 - iv. Personal (non-District) Email Addresses
 - v. School Site
 - vi. Grade Level/Assignment
 - vii. Date of Hire
 - viii. Seniority Date
 - ix. Full time Equivalent (FTE) status
 - x. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
 - xi. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit “PIP” or College Internship, etc.)
- g) In addition, three times a year (September, January and May), the District shall deliver to the Association president the following information in digital Excel format for all bargaining unit members:
 - i. Name
 - ii. Home Address
 - iii. Phone Numbers – work, home and cellular
 - iv. Personal (non-District) Email Addresses
 - v. School Site
 - vi. Grade Level/Assignment
 - vii. Date of Hire
 - viii. Seniority Date
 - ix. Full time Equivalent (FTE) status
 - x. Status (i.e., Probationary, Permanent, Temporary, etc.)

- xii. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit “PIP” or College Internship, etc.)
 - xiii. Indication of any Unit Member on Leave of Absence
 - xiii. An indication of whether the District is deducting dues for membership
- h) The District is not required to provide information in sections f. and g. if such information is not provided by the employee. The District is not required to provide personal information to the Association if the employee has requested that this information not be shared. This shall be subject to the grievance and arbitration article of the Collective Bargaining Agreement between the parties.
- i) Nothing in this section shall limit the Association’s right to information subject to the EERA.

ARTICLE IV

WAGES

4.1 Salary

The salary schedules for employees in the Certificated Staff shall be as set forth on Appendix B attached hereto and incorporated by reference herein, including the statements made regarding work-year, pay for teachers with less than a Preliminary/Clear Teaching Credential, and the provision for salaries as though fully set forth.

4.2 Part-Time Certificated Staff Member

a. All part-time Certificated staff members' salaries shall be determined by the percent of time assigned, based on the school year and a work day of eight (8) hours.

b. All part-time Certificated staff members shall be placed on the certificated salary schedule according to earned units above the Bachelor's Degree and years of service.

4.3 Units for Salary Advancement

a. Deadline for submitting units. There shall be one opportunity annually for moving horizontally on the certificated salary schedule. The deadline for completing units and for submitting requests for advancement on the certificated salary schedule shall be September 30. Such requests shall be submitted to the Principal in writing and shall specifically include course titles, units, whether semester or quarter units, and graduate or undergraduate designations. The certificated staff member shall provide the District with official transcripts or supporting documentation no later than November 1 to support the request for advancement. If official transcripts do not advance the certificated staff member, horizontally on the salary schedule, the member shall reimburse the District for funds advanced based on the September 30th request.

Unit Approval

b. Units for advancement horizontally shall be calculated on the basis of one (1) unit per semester unit and 2/3 unit per quarter unit for work satisfactorily completed from accredited colleges or universities within the United States. Units designated as graduate level by these same colleges or universities shall be deemed approved. Units designated as undergraduate level by these same colleges or universities or units from colleges or universities outside the United States shall require prior approval from the District in writing before such courses or units are undertaken. It is agreed that the criteria for approval shall be that such units or courses bear a direct relationship to the requirement of the employee job description and assignment.

4.4 Teachers with a Master's Degree will receive a yearly stipend of seven hundred and fifty dollars (\$750). No payment will be made in the initial year until official transcripts are provided to the District. Employees must serve seventy-five percent (75%) of the school year (185 days). The stipend will be paid at the end of the year.

- 4.5 Salary pay period shall be as follows: In a school year when the calendar for employees is eleven (11) months, then employee contracts will be for 11 months full pay. Certificated staff may sign up for a 12-month deferred pay.
- 4.6 Effective October 1, 2023, when a teacher is required to take additional students in his or her own classroom due to a lack of a substitute for an absent teacher, the teacher will be compensated \$3 per hour per student, per day with a maximum of \$15 per student per day. The District will make efforts to distribute the students equally among classrooms of the same or similar ages. Time submitted up to 30 minutes will be rounded to 30 minutes; time submitted from 31-60 minutes will be rounded to one hour.
- 4.7 The average class size per grade for grades K-3 will be 24 students.
- 4.8 The average class size per grade for grades 4-5 will be 31 students.
- 4.9 For grades 6-8, if a class size is over 33 students, the District will meet with the Association and the affected teachers to discuss how the students will be distributed, such as combination classes or higher-class size. If the mutually agreed upon solution is to continue with the higher-class size, the affected teacher will be compensated as follows:
- 4.9.1 Self Contained Classrooms: \$400 for each semester the teacher's class size is 34-35 students, for a maximum amount of \$800 in a school year. During a semester, if the number of students enrolled in a teacher's class size falls to 33 students or below, the amount of compensation the teacher receives will be prorated based on the number of weeks the class size actually exceeded 33 students. A teacher will receive this compensation at the end of each semester.
- 4.9.2 If classes are in rotation, the \$400 per semester will be split as follows: for a five-block rotation, \$80 per block per semester, regardless of how many minutes are in a block. During a semester, if the number of students enrolled in a teacher's class size falls to 33 students or below, the amount of compensation the teacher receives will be prorated based on the number of weeks the class size actually exceeded 33 students. A teacher will receive this compensation at the end of each semester.
- 4.10 For grades 6-8, a teacher must consent to a class size of 36 or higher. If consent is given, a teacher in a self-contained classroom will be compensated \$500 for each semester the teacher's class size is at 36 or higher, for a maximum amount of \$1,000 in a school year. If students are in a rotation, all teachers in the rotation must consent to the class size and the \$500 per semester will be split as described in section 4.8.2. During a semester, if the number of students enrolled in a teacher's class size falls to 35 students or below, the amount of compensation the teacher receives will be prorated based on the number of weeks the class size actually exceeded 35 students. A teacher will receive this compensation at the end of each semester.

- 4.11 Teachers who are assigned to a combination class shall receive a stipend of seven hundred and fifty dollars (\$750). Teachers must serve seventy-five percent (75%) of the school year (185 days). The stipend will be paid at the end of the year.
- 4.12 Effective October 1, 2023, an Hourly Rate of \$50 will be paid when SSTs, IEPs, and interviews are scheduled after school hours, for Kinder Registration, Saturday Academy, ASES, K-1, After School Intervention, ELOP, Summer School, Spelling Bee, approved clubs and District mandated committees. Any other hours paid at the Hourly Rate must be approved by the Superintendent before the work is performed.
- 4.13 Any other hours paid at the Hourly Rate must be approved by the Superintendent before the work is performed. Any other additional hours must be approved by the Superintendent before the work is performed, and will be paid at the Hourly Rate of \$50.

ARTICLE V

HEALTH AND WELFARE BENEFITS

- 5.1 District agrees to provide a medical, dental, and vision insurance plan for eligible at the rates noted.
- a. District maximum contribution per unit member for medical, dental, and vision insurance coverage effective September 1, 2023 through August 31, 2024 shall not exceed the full cost for employees enrolled in the 80% plan: \$25,222.80.
 - b. Any additional premium rate increases exceeding the cost of the 80% plan shall be paid by the employee through a monthly payroll deduction.
 - c. Employees may elect to opt-into the Bronze Plan or Waiver of Anchor Bronze Enrollment (WABE) Plan in place of Self-Insured Schools of California (SISC) medical coverage and shall receive \$300 per paycheck month for 11 months per year for enrollment in either of these plans. (Maximum payment of \$3,300 year.) The employee must meet any SISC requirements for participation in the Bronze Plan or WABE Plan. This sub-section is only valid if the District cost for the Bronze Plan remains equal to the cost of the WABE Plan.
- 5.2 Should a certificated staff member's employment terminate for any reason during the school year or following the last day of the school year and before the first day, of paid service in the ensuing school year, all benefits provided shall be terminated on the first day of the month following the bargaining unit member's last day of paid service. The employee shall be allowed to pay for insurance coverage through October of the ensuing school year.
- 5.3 An employee who retires and who has eight (8) years of service in the District of which the last five (5) years were in consecutive service and has attained the age of sixty (60) shall receive paid medical benefits to age sixty-five (65).
- 5.4 An employee who retires between ages 60-65 and receives District paid medical benefits shall be entitled to that financial level of contribution that the District was making for all unit employees at the time of retirement. Any amount necessary to maintain medical benefit due to premium increases shall be paid by the employee in advance of the month of coverage. The plan under which the retiree shall receive benefits shall be the plan and premium costs provided for all bargaining unit employees during each year of retirement.

ARTICLE VI

HOURS OF EMPLOYMENT

- 6.1 Length of Teaching Day
The full-time certificated staff members must be present at school one-half (1/2) hour before the beginning on the first class in the morning and must remain until the last regularly scheduled class of the day is dismissed.
- 6.2 Duty-Free Lunch
Full-time certificated staff members shall be afforded one duty-free lunch period of at least thirty-five (35) minutes during each regular school day.
- 6.3 Staff Meeting
Staff meetings shall be limited to two (2) per month and be no longer than one (1) hour in length. Certificated employees cannot be required to attend any trainings or meeting beyond this contracted time.
- 6.4 Yard Duty
The certificated staff will be relieved of morning recess duty pending funding for noon supervisors.
- 6.5 Release Time
Release time during the school day shall require the approval of the school principal.
- 6.6 Work Year
A work year of one hundred eight-five (185) days is hereby established for the length of the contract, including one hundred eighty (180) teaching days, one (1) staff workday prior to the start of the student school year for teacher classroom preparation and four (4) Professional Development days.
- 6.7 School Calendar
The District shall establish the school calendar for each school year. The District agrees to seek the advice of the certificated staff members prior to the establishment of the school calendar.

ARTICLE VII

LEAVES

7.1 Sick Leave

a. Each full-time certificated employee shall be entitled to ten (10) days leave per school year for illness and injury. Credit for this leave need not be accrued prior to taking such leave and may be taken at any time during the school year. The amount of leave not taken shall be accumulated from year to year without limit. Part-time employees shall receive leave proportionate to the employee's FTE.

b. The District may request medical verification for any absences of more than three days, and for leave of any length if there is reasonable suspicion of a continuing pattern of abuse of leave.

7.2 Definition of "Immediate Family"

For purposes of Article VII, "immediate family" is:

- a. The mother, father, grandmother, grandfather, aunt, uncle, first cousin, or a grandchild of the employee or of the spouse of the employee;
- b. The spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee;
- c. Any relative living in the immediate household of the family; and
- d. A legal ward or foster child of the employee

7.3 Illness or Injury Extended Leave

When a certificated employee is absent from employment in excess of ten (10) days in a school year due to illness or injury, the certificated employee shall be eligible for up to five (5) months sick leave during which the amount deducted from the salary due to the employee for any school month in which the absence occurs, shall not exceed the sum paid to the substitute employed to fill the position during the absence, or if no substitute was hired, the amount which would have been paid to a substitute employee. The five (5) months extended leave shall, after utilization of the 10 earned sick leave days for the year, run concurrently with any sick leave accumulated and carried forward from the previous years. FMLA/CFRA leave shall run concurrent with the sick leave and extended sick leave.

7.4 Maternity Leave

Any certificated employee shall be granted maternity leave, upon application, for the period of disability directly related to childbirth as determined by the woman

and her physician or through the physical examination of an employee by a physician appointed by the District in accordance with the Education Code. The certificated employee shall use her accumulated sick leave during the period of disability and shall be eligible for extended illness or injury leave pursuant to Section 7.2 when sick leave is exhausted. She shall receive full fringe benefits during this period of disability.

The certificated employee shall retain seniority for salary increments and all other purposes where seniority is a factor. The absence shall not be construed as a break in service.

Pregnancy leave shall be granted by the Board in accordance with the provisions of Education Code Sections 44963 and 44965 and subject to the following conditions:

a. A certificated employee, no later than thirty (30) days prior to the requested commencement of maternity leave, shall notify the Superintendent in writing and furnish a statement from her physician indicating the expected date of birth and her own statement of the date of expected return to duty.

b. Following the presentation of a doctor's certificate indicating that she is physically able to resume her regular duties, a certificated employee shall be eligible to return to work, subject to the following provisions:

i. A certificate employee returning from maternity leave of ninety (90) calendar days or less shall resume her regular duties in the department/grade level held prior to child birth. If, due to extenuating circumstances, this placement is impractical, the District will meet with the teacher and CTA to discuss the placement.

ii. If the certificated employee's leave of absence extends beyond ninety (90) calendar days, she shall be assigned to the first position available of like status for which she is qualified.

c. While on unpaid maternity leave, a certificated employee shall have the option to remain an active participant in the District Fringe Benefit Program by contributing thereto the amount which would have been contributed by the District on the employee's behalf during active employment. The amount paid shall be determined using the current monthly charge. A certificated employee who takes unpaid maternity leave during any school year will be required to contribute to the amount which would have been contributed by the District only for those months in which unpaid leave is taken. If the certificated employee utilizes appropriate paid leave, the District shall contribute toward the District Fringe Benefit Program. An employee's ability to decline or reactivate benefits is subject to the rules of the insurance provider.

d. Tenure may be accrued during the school year in which maternity leave commences in accordance with applicable provisions of the Education Code as long as the employee is working status for 75% of the days that the school is in session.

7.5 Child Care Leave

A child care leave shall be for the purpose of maternity/paternity (in connection with the birth of a child), adoption, or necessary child care (as in a case where a child has medical or medical needs that need constant attention). The District will not require an employee to take a leave of absence in connection with childbirth or adoption.

A certificated employee may apply for an unpaid leave at any time for the purpose of child care. This leave shall be granted for the duration of the school year in which the leave is first taken, and for up to one additional school year.

d. While on unpaid child care leave, a certificated employee shall have the option to remain an active participant in the District Fringe Benefit Program by contributing thereto the amount which would have been contributed by the District on the employee's behalf during active employment. The amount paid shall be determined using the current monthly charge. A certificated employee who takes unpaid child care leave during any school year will be required to contribute the amount which would have been contributed by the District only for those months in which unpaid leave is taken. An employee's ability to decline or reactivate benefits is subject to the rules of the insurance provider.

7.6 Personal Necessity Leave

In any single school year, a maximum of seven (7) days of accumulated sick leave may be used for personal necessity reasons as defined in this regulation. Personal necessity leave shall be limited to circumstances significant in nature which the employee cannot reasonably be expected to disregard. Absences pursuant to this leave provision normally necessitate the employee's immediate physical presence elsewhere and involve matters that cannot be accomplished at another time. This leave is not used for recreational purposes, such as vacations or vacation extensions.

a. No Advance Permission Required

Under personal necessity leave, the employee shall not be required to secure advance permission for leave taken for any of the following reasons:

- i. Death or serious illness of a member of his immediate family (serious illnesses defined as illness where death is imminent, may result in permanent disability, or requires hospital surgery).
- ii. Accident, involving his person or property, or the person or property of a member of his immediate family, which requires the presence of the employee during his or her assigned work hours.
- iii. Imminent danger to the home of an employee, occasioned by an event such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to

disregard and which requires the attention of the employee during his assigned hours of service.

In cases in which no advance permission is required by the regulation, the employee shall provide the Principal or his designee with notification of the circumstances as soon as possible so that a substitute may be obtained. Where no advance permission is required, the employee shall fill out the necessary absence forms upon his return.

b. Prior Approval Required

Other personal necessity leaves which are allowed under this regulation and which require prior approval include the following:

- i. Appearance in court as a litigant;
- ii. Bereavement beyond the number of days specified in the bereavement leave regulation;
- iii. Adoption;
- iv. Examination for advanced degree;
- v. Attendance at graduation ceremonies involving a member of the immediate family; and
- vi. Marriage of a member of the immediate family.

Items when prior approval is necessary for personal necessity leaves, the employee shall submit the request for leave in writing to the Principal at least one week in advance. For items ii and iii above, if one week's notice is not possible, the employee will provide notice as soon as possible under the circumstances.

c. Prior Notification Required

Each employee shall be allowed, upon prior notification to the Principal two (2) days in any school year for reasons of personal necessity not covered above. However, the maximum number of teachers to be granted this type of personal necessity leave for any one day shall not exceed one (1) teacher per day. The granting of requests by the Principal for such leave will be on a "first-come, first served" basis up to, but not exceeding, the authorized limit per day. Such request must be made two (2) weeks in advance and employee will be notified within one (1) week of approval or denial.

7.7 Bereavement Leave

A certificated employee is entitled to a leave of absence, not to exceed three (3)-days or five (5) days if travel is over 400 miles, without loss of pay, on account of the death of any member of his immediate family.

7.8 Leave of Absence General for Extended Periods

- a. Application for leave of absence without pay should be submitted to the Superintendent on or before March 1, if possible, and shall include a detailed outline of the purpose of such leave.
- b. The granting of leave under this section should be of the benefit to both the District and employee. The reasons for such leave might be for further study, travel, teaching in a foreign country, or similar purpose.
- c. If a teacher is granted a leave of absence to teach full-time, this experience shall be applied toward advancement on the salary schedule.
- d. While on leave, employees may elect to continue health and insurance coverage by arranging premium payments in advance of the month of coverage with the District Office.
- e. Notification of an employee's intent to return following a leave shall be on file with the district personnel office no later than March 1. Failure to file this intent to return shall be deemed a resignation. While on leave, the employee shall keep his current address on file in the district personnel office.
- f. Final approval shall be at the discretion of the Board and based on the potential benefit of the leave to of the school and pupils of the District.

7.9 Jury Duty

- a. The Board shall grant leaves of absences to members of the unit, in positions requiring certain qualifications, regularly called for jury duty in the manner provided for by law.
- b. The Board shall grant leaves of absence with pay up to the amount of the difference between the member of the unit's regular earnings and any amount he receives for jury or witness fees. For the ease of the district, the member of the unit will turn over any jury pay received to the district with no charge to the member's monthly check.
- c. Leaves granted under the above provisions shall not be credited against the member of the unit's accumulated sick leave.
- d. The employee shall notify the Principal of a jury duty summons as soon as possible.

7.10 Family Care and Medical Leave

Teachers who wish to be granted family care and medical leave will meet with the Superintendent or designee to work out arrangements under the provisions of current state and federal law. Family care and medical leave will be deducted from the employee's sick leave first, if they so choose.

While on unpaid family care and medical leave, a certificated employee shall have the option to remain an active participant in the District Fringe Benefit Program by contributing thereto the amount which would have been contributed by the District on the employee's behalf during active employment. The amount paid shall be determined using the current monthly charge. A certificated employee who takes unpaid leave during any school year will be required to contribute the amount which would have been contributed by the District only for those months in which unpaid leave is taken.

ARTICLE VIII

WORKING CONDITIONS

- 8.1 The District supports and endorses the concept of small class sizes for its students. Whenever administratively practical, whenever the District's financial resources allow, and whenever facilities are available, the District will endeavor to avoid combination grade level classes whenever possible.
- 8.2 In addition, the District policy regarding class size (see Appendix C) is subject to modification for such reasons as (but not limited to) low enrollment classes or large group instruction dependent upon the nature of the instructional program and services rendered, and for pilot or innovative programs.
- 8.3 Instructional programs and services of special instructional programs implemented and funded through agreements and special guidelines shall be regulated by the rules and regulations of funding agencies.
- 8.4 The District will endeavor to furnish each classroom with furniture and equipment appropriate to the grade level or subject area.
- 8.5 The District will endeavor to furnish sufficient and appropriate materials including textbooks for pupils and their teachers' use, and will endeavor to provide in-service and staff development programs to ensure proper use of materials and equipment.
- 8.6 A telephone shall be made available in a private place for teachers to make parent contacts and for professional duties within the District at no cost to teachers. Telephone calls for personal use in conducting private business shall be made at duty free times.
- 8.7 Teachers shall not be required to work under unsafe conditions to perform tasks that will endanger their health, safety, or well-being.
- 8.8 The District shall reimburse any certificated employee who, in the course of his duties, suffers loss or damage to personal property deemed necessary for instructional purposes when prior written approval has been granted by the teacher's immediate supervisor.
- 8.9 Summer School Employment
Any certificated employee under contract the previous year and reemployment for the ensuing year will have the right of first refusal of any summer school teaching positions based upon certification and seniority. Out-of-district teachers with bilingual credentials may be hired before district non-bilingual teachers (for bilingual classes K-2).
- 8.10 The District will designate and clearly identify employee-only restrooms.

ARTICLE IX
JOB POLICY

- 9.1 In the event any new teaching positions are created within the District, said new positions shall be posted in-house at least two (2) weeks prior to public notification. Notification to certificated staff shall be made by mail during school break of more than five (5) days to enable interested certificated personnel to apply for said position.
- 9.2 Furthermore, if any assignment changes are contemplated by the administration, the teacher or teachers involved in the changes must be notified no later than June 1 of the current year. Seniority shall be considered as a factor in the criteria for reassignment consideration.
- 9.3 Any necessary changes in teaching assignment will be made within no more than a two (2) grade-level changes (e.g. 1st to 3rd, 3rd to 5th, etc.). If a teacher does not wish to accept his/her assignment, he/she has the right to appeal and have a hearing with the administration and/or board.

ARTICLE X

EVALUATION PROCEDURES

10.1 Evaluation Procedure (Rev. 2002)

A. It is recognized that a system of periodic evaluation is essential to assist teachers in developing competency and realizing their potential. It is further recognized that information gathered through such a system will enable Board of Education decisions, for which a unit member's competence is relevant, to be made in a just and equitable manner.

B. Probationary and temporary unit members shall be evaluated each school year. Permanent (tenured) unit members shall be evaluated once every other school year. If a unit member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the first year of return to duty.

C. Unit members to be evaluated during a particular year shall be furnished a copy of the evaluation procedures, advised of the criteria upon which the evaluation is to be based, and notified of the identity of their evaluator no later than October 1 of the year in which the evaluation is to take place.

D. The unit member being evaluated and the evaluator shall meet no later than October 15 to discuss:

1) Objectives and standards to be achieved during the evaluation period.

2) The teacher will be evaluated on an agreed upon standard from the California Standards for the Teaching Profession.

3) A schedule of observations, conferences and final evaluation date. In the event of a disagreement over the objectives, standards and/or evaluation schedule, the unit member and the evaluator shall:

a) Make a good faith effort to resolve the differences themselves.

b) If the disagreement persists, the parties may invite a third party to assist in resolving the differences. The third party shall recommend alternatives to the unit member and evaluator.

c) If either the unit member or evaluator rejects the proposed alternatives, each shall have the opportunity to state their position on the matter(s) in dispute, and to have a written statement attached to the evaluation form.

d) The unit member shall have the right to identify any constraints which the unit member believes may inhibit her/his ability to meet the objectives and standards established.

E. During the course of the evaluation period circumstances may change which require modification of the original objectives and standards. The unit member may initiate a change of these objectives and standards in a manner described in Section C above.

F. The evaluation process shall include the following activities:

1) Classroom observations shall not last more than 30 minutes; shall be made known to the unit member at least four (4) days prior to their occurrence; shall be followed by a conference with written feedback within three (3) days of the observation; and shall ordinarily be three (3) in number. With agreement of both the unit member and the evaluator, the number of classroom observations may be reduced to two (2) or one (1) in case of obvious satisfactory performance by permanent unit members. A unit member who receives a negative evaluation shall, upon request, be entitled to additional classroom observations, evaluation conferences and written evaluations. Such entitlement includes a pre-observation conference.

2) The immediate supervisor shall meet with first-year probationary employees within 30 calendar days of the close of the first semester. At this meeting, the immediate supervisor shall review the teacher's performance in the first semester and inform the teacher whether any problems were noted that could result in the teacher being denied permanent status. If any such problems are identified, the immediate supervisor shall provide the unit member, at this meeting, with a written statement of those problems. In addition, the immediate supervisor shall provide the employee, at this meeting, with a written assistance plan (see the following Section 3) designed to allow the unit member to make the improvements necessary to attain permanent status. If any problems are identified following this meeting that could result in the teacher being denied permanent status, the teacher shall be informed of those problems in writing ten (10) days and provided with a written assistance plan (see the following Section 3) designed to allow the unit member to make the improvements necessary to attain permanent status.

3) In the case of negative evaluation (s), or if any problems are noted as per Section F, the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to the following:

- a) Specific recommendations for improvement
- b) District assistance to implement such recommendations.
- c) Provision of additional resources, without cost to the unit member, to be utilized to assist with improvements.
- d) Techniques to measure improvement.
- e) Time schedule to monitor progress.

4) In preparing the final evaluation form for placement in the unit member's personnel file, the evaluator shall rely primarily upon the data collected through the classroom observations and evaluation conferences. Any deficiencies that may have been brought to the attention of the unit member, and subsequently corrected, shall not be included in the final evaluation form. Unsubstantiated statements shall not be included in the evaluation.

G. A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority or ability to correct deficiencies.

H. A final evaluation conference between the unit member and evaluator shall be held no later than 60 days prior to the end of the school year to discuss the content of the final evaluation form. In the event the unit member disputes the content, the unit member may prepare a written statement which shall be attached and incorporated into the final evaluation. The final evaluation form shall contain only ratings of "satisfactory" or "unsatisfactory".

I. Unit members shall not be required to participate in the evaluation (s) and/or observation (s) of other unit members, except as provided for in the Peer Assistance and Review (PAR) Article of this Agreement.

J. The evaluation of unit members, pursuant to this Article, shall not include or be based upon the following:

1) Standardized achievement test results, except as mandated in Education Code Section 44662 which may require the use of state adopted criterion referenced assessments related to statewide content standards.

2) Results of any tests utilized for the purpose of a School Improvement Plan.

3) Achievement of objectives stated in Individual Educational Programs (IEP's) of special education pupils.

4) Utilization of any "clinical supervision" techniques unless specifically agreed to by the unit member being evaluated.

5) Correlation of classroom curriculum to state or local curriculum framework, except as mandated in Education Code Section 44662 which may require classroom curriculum to conform to statewide content standards.

6) The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.

7) The personal life or lifestyle of a unit member, their personal opinions, scholarly, literary, or artistic endeavor of a unit member.

8) Intercoms and television cameras used for communications and monitoring safety conditions shall not be used for purposes of evaluation, discipline, or discharge of unit members.

K. Association representatives (s) may be present at meetings described in this Article.

ARTICLE XI

GRIEVANCE PROCEDURE

11.1 Definitions

- A. A “grievance” is a claim by one or more unit members of unfair treatment, or a violation, misapplication or misinterpretation of any law, Board policy, or regulation.
- B. The “grievant” is the unit member, or group in the Association making the claim.
- C. A “party in interest” is any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
- D. A “day” is any duty day in which the grievant is required by contract to render service.

11.2 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise affecting the welfare or working conditions of unit members and that Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

11.3 Procedure

- A. Level One Immediate Supervisor
 - a. A grievance shall be presented in writing to the immediate supervisor using the grievance form, with a copy simultaneously provided to the Association. The immediate supervisor shall meet within three (3) days of receipt of the grievance. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within two (2) days of such meeting.
 - e. If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred within two (2) days of such meeting or five (5) days from the date of presentation of the grievance, the grievance may be appealed to Level Two, with a copy simultaneously provided to the Association.
- B. Level Two Superintendent
 - a. The Superintendent or her/his designee shall meet with the grievant and/or designated Association representative within seven (7) days of receipt of the grievance appeal and shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within three (3) days of such meeting.

- b. If the grievant and/or the Association is not satisfied with the disposition of the grievance or if no disposition has occurred within five (5) days of such meeting or eight (8) days from the date of the receipt of the grievance at Level Two, the grievant may request the Association to submit the grievance to mediation.

C. Level Three Mediation

- a. If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Level Two, the grievance shall be referred to grievance mediation.
- b. The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service, or from any other mutually agreeable recognized dispute resolution center, be assigned to assist the parties in the resolution of the grievance.
- c. The mediator, within ten (10) days of the request shall meet with the grievant, the Association and the District for the purpose of resolving the grievance.
- d. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall not set a precedent and shall constitute a settlement of the grievance.
- e. In the event the grievant, the Association and the Superintendent or her/his designee have not resolved the grievance with the assistance of the conciliator/mediator within ten (10) days from the first meeting held by the conciliator/mediator, the Association may terminate Level Three and the grievance may proceed to Level four.

D. Level Four Binding Arbitration

- a. If the Association proceeds to arbitration, it shall notify the District in writing. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon the mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified Period, the Association shall file a Demand to Arbitrate with the American Arbitration Association. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Association and District shall each pay one half (1/2) of any charges required by the American Arbitration Association for services rendered.
- b. The arbitrator's decision shall be in writing and shall set forth the findings

of fact, reasoning and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decisions that requires the commission of an act prohibited by law or which violates the terms of this agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as she/he judges to be proper. The decision of the arbitrator shall be submitted to the Association and the District and will be final and binding upon the parties. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after she/he has had an opportunity to hear the merits of the grievance.

- c. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room shall be borne equally by the District and the Association. All other costs, except for released-time for the grievant (s), Association representative (s), and witnesses, shall be borne by the party incurring them.

11.4 Time Limits

- A. Time limits provided for at each level shall begin the day following receipt of the grievance appeal or written decision.
- B. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may, however be extended in writing by mutual agreement.
- C. In the event a grievance is filed at such a time that it cannot be processed through all the steps by the end of the school year, and if left unresolved harms a grievant, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.
- D. Grievances related to safety shall commence at the Superintendent's Level.

11.5 Rights of Representation

A grievant may be represented at all stages of the grievance by an Association representative (s).

11.6 No Reprisals

No reprisals of any kind will be taken by the District or by any member or representative of the administration or the Board against any grievant, any party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

11.7 Miscellaneous

- A. The Association, either in its own behalf or on behalf of more than one affected unit member, may initiate a grievance at Level Two.
- B. If a grievance arises from action or inaction of the District at a level above the Principal or immediate supervisor, the grievant shall submit such grievance in writing directly to the Superintendent and the Association with the processing of such grievance to commence at Level two.
- C. When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, she/he shall be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearing as a witness will be accorded the same right.
- D. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.
- E. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the District and Associations and given appropriate distribution so as to facilitate operation of the grievance procedure.
- F. Upon mutual agreement of the Association and the District, a grievance may be taken directly to arbitration.
- G. A unit member may at any time present grievances to the District, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with terms of the written agreement. If any employee presents a grievance on her/his own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

11.8 Expedited Arbitration

At the option of the Association, the arbitration may be held under the Expedited Rules of the American Arbitration Association. Notice of such option shall accompany the Demand for Arbitration.

EMPLOYEE GRIEVANCE FORM

DATE GRIEVANCE OCCURRED _____ DATE FILED _____

Name _____ Classification _____ Work Location _____

Represented by _____ Immediate Supervisor _____

Grievance _____

Article _____ Item _____

Informal Level – SPECIFIC REMEDY SOUGHT

I discussed this with my Supervisor

Signature: _____ Conference Date : _____

GRIEVANCE REVIEW – LEVEL I – IMMEDIATE SUPERVISOR

Date Received:

Signature: _____ Title _____ Date: _____

GRIEVANCE REVIEW – LEVEL II – SUPERINTENDENT/PRINCIPAL

Date Received:

Signature: _____ Title _____ Date: _____

MEDIATION – LEVEL III

Date Received:

Decision:

Signature: _____ Title _____ Date: _____

ARBITRATION – LEVEL IV

Date Received:

Signature: _____ Title _____ Date: _____

ARTICLE XII

BOARD POLICIES

District and Association agree that prior to the adoption of any Board Policy affecting terms and conditions of employment including mandated and permissive provisions District shall:

1. Provide Association leadership with a copy of the proposed policy.
2. Through the Superintendent, discuss with Association leadership the proposed policy.
3. Permit unit membership to appear before the Board in accordance with existing Board Policy 1120 to make a presentation with respect to the proposed policy.

ARTICLE XIII

COMPLETION OF AGREEMENT

The District and the Association mutually agrees that the terms and conditions set forth in the provisions of this Agreement shall be in full settlement of all issues and items which have been negotiated and shall have no further obligation to meet and negotiate during the term of this agreement except for a provision expressly allowing negotiations or by written mutual consent.

ARTICLE XIV

PEER ASSISTANCE AND REVIEW

14.1 By the end of the third week after the beginning of the traditional school year, the District shall, beginning with the 2002/2003 school year, convene the Joint Teacher - Administrator Peer Review Panel (the Panel).

A. Panel Composition and Selection. Panel shall consist of three (3) members, the majority of whom shall be classroom teachers. Teachers shall be selected to serve on the Panel by a majority vote of the CTA Executive Board by May 1st of each year. One (1) member of the Panel shall be certificated administrators who shall be selected to serve on the Panel by the Superintendent or his/her designee.

B. Panel Meetings and Compensation. The Panel shall meet as it deems necessary to perform its functions. In order to meet, the majority of the members must be present.

No more than one meeting shall occur during the regular teacher work day of the teacher members in any one month. Teachers who serve on the Panel shall be given reasonable release time for that purpose. Additional meetings shall occur outside the regular student day. Teacher members will receive an annual stipend of \$250.

C. Panel responsibilities. The panel shall be responsible for the following:

1. Select faculty members to participate in the Program as Consulting Teachers.
 - a. Consulting teachers must be chosen by a majority vote of the Panel.
 - b. The Panel may assign one or more Panel members to observe candidates for Consulting Teacher performing instruction in their classrooms prior to their selection. Observations will be arranged with the site administrator and the candidates. The panel may establish additional procedures for selecting Consulting Teachers, which shall be made known in advance to all candidates. The number of Consulting Teachers shall be consistent with the funding received by the district from the state for the Program and with the District's adopted budget as determined by the Superintendent.
2. Recommend faculty members to participate in the Program.
3. Reviewing Peer Review Reports performed by Consulting Teachers.
4. Making recommendations to the Governing Board regarding participating teacher progress in the Program, including but not limited to, identifying

teachers who are unable to demonstrate satisfactory improvement in the program.

5. Submitting recommendations to the Governing board regarding improvements to the Program.
6. Adopting appropriate procedures and forms for the Panel's operation, by majority vote, consistent with this Article and the underlying statutory provisions.
7. Provide assistance to Consulting Teachers.

D. Confidentiality. All materials related to evaluations, reports and other personnel matters which are created or reviewed by the Panel and Consulting Teachers pursuant to the Program shall be confidential. Therefore, Panel members and Consulting Teachers may not disclose such information obtained by way of the Program or in the peer review process with the following exceptions:

1. Materials shall be disclosed in response to a subpoena or court order.
2. All materials shall be provided to the site administrator as well as the participating teacher.
3. The District may make use of (a) peer review reports prepared by Consulting Teachers; (b) Recommendations of the Panel regarding participants in the program; (c) evaluations of a teacher's participation in the Program, in the evaluation of the participating teacher's performance and (d) in connection with employment decisions.

14.2 Participating Teachers

A. Involuntary Participants. Any permanent teacher shall be referred to the Program upon receipt of an unsatisfactory performance evaluation. Once referred, the teacher may not withdraw from the program without approval of both the Panel and the site administrator. An unsatisfactory evaluation should mean one in which a teacher receives any "unsatisfactory" indication or at least two "needs to improve" indications.

B. Voluntary Participation. Any classroom teacher with permanent status who has not been involuntarily assigned may volunteer to participate in the Program for the purpose of obtaining peer assistance to improve performance. A voluntary participant may withdraw from the program at any time. A voluntary participant will not receive a performance review from the Consulting Teacher unless the participant so requests. Volunteers will be accepted into the Program subject to available funding, after all involuntary participants have been included.

C. Selection of Consulting Teacher. A Participating Teacher may select his or her Consulting Teacher from the list of Consulting Teachers provided by the

Panel and with the approval of the evaluator. A different Consulting Teacher may be selected to work with a Participating Teacher at any time during the process when requested to do so by the Participating Teacher or the Consulting Teacher and approved by the Panel and Evaluator. Participating Teachers are limited to one request for a different Consulting Teacher. The Panel will limit the number of Participating Teachers assigned to the same Consulting Teacher to assure the effectiveness of the assignments.

14.3 Consulting Teachers

A. Duties. Consulting teachers shall provide assistance to Participating teachers pursuant to the Program.

B. Qualifications. A Consulting Teacher must have: (1) permanent status, (2) substantial recent experience in classroom instruction which shall be not less than five, [5] years in the last seven [7] unless waived by the Panel, and (3) demonstrated exemplary teaching ability, including satisfactory evaluations for the last two [2] ratings periods, effective communication skills, subject matter knowledge and mastery of a range of teaching strategies to meet the needs of pupils in different contexts.

C. Application. Applicants for Consulting Teacher shall apply to the Panel for selection. Applicants shall submit letter (s) of recommendation. The Panel will consult in confidence with the applicant's immediate supervisor concerning the experience required by this Article. The Panel will determine from its review of applications which candidates to interview. All applications and references shall be treated with confidentiality.

D. Term of Assignment. A Consulting Teacher shall be appointed for and agree to accept a non renewable three-year term, subject to continued State funding of the Program. Each Consulting Teacher shall be provided reasonable release time from regular classroom duties on a full or part-time basis, depending on need and funding for the Program. Consulting teachers shall continue to perform adjunct duties and committee assignments.

E. Compensation. The Consulting Teacher, who maintains full teaching duties, shall be paid a stipend in the amount of \$1,500.00 for each Participating Teacher they are assigned to.

F. Return to Regular Assignment. If given full time release, and upon completion of his or her services as a Consulting Teacher, the teacher shall be returned to a regular assignment in accordance with Article 10.4 Section D.

G. Extent of Duties. Consulting Teachers, who maintain full teaching duties, shall have the responsibility for no more than one Participating Teacher in one school year. After trainings supervised by the Panel, Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment will assist the Participating Teacher.

14.4 Peer Assistance and Review Process

- A. Preparation of Assistance Plan. As soon as possible after assignment, the consulting Teacher, Participating Teacher and site administrator will meet to review the employee's performance and recommendations for improvement. The Consulting Teacher will then prepare an Assistance Plan on forms generated by the panel, which will include goals and objectives for improvement and a projected date for completion, which will ordinarily be at the end of the current school year. The Plan will be submitted to the Panel for final development and approval.
- B. Classroom Observations. The Assistance plan will include a schedule of formal and informal observations of the Participating Teacher by the Consulting Teacher. These observations will be in addition to any that are performed as part of the evaluation Article in this agreement unless the site administrator and the Participating Teacher otherwise agree.
- C. Progress Reports. The Consulting Teacher will prepare and discuss with the Panel periodic (monthly recommended) reports of the Participating Teacher's participation in the program and progress toward improvement. The Consulting Teacher's report may include an assessment as to whether the Assistance Plan can be discontinued, whether the Plan needs revision, or whether the Plan needs to be extended beyond its original projected term.
- D. Final Report. Prior to the eighth week before the end of the school year, but in no case later than May 7th, the Consulting Teacher shall make a final report to the Panel, the Participating Teacher, and, if the Participating Teacher has been assigned to the Program involuntarily, to the evaluator. The Consulting Teacher's report shall include an assessment as to whether the Assistance Plan can be discontinued, whether the Plan needs revision, or whether the Plan needs to be extended beyond its original projected term. A copy of the final report may be included in the Participating Teacher's personnel file after he or she has had an opportunity to review and comment on it. The Final Report shall not constitute the District's evaluation of the employee's performance but, in the case of a Participating Teacher who has been assigned to the Program involuntarily, shall (and in the case of a Voluntary Participant may at his or her request) be considered by the site administrator in preparing any evaluation document or proposing any personnel action.

14.5 Indemnification of Panel Members and Consulting Teachers

Panel members and Consulting Teachers shall be entitled to protection under the Government Code for claims based upon their actions within the course and scope of their responsibilities.

Appendix A

TENTATIVE AGREEMENT
BETWEEN
CHUALAR TEACHERS ASSOCIATION
AND
CHUALAR UNION SCHOOL DISTRICT
OCTOBER 25, 2023

The Chualar Teachers Association (CTA) and the Chualar Union School District (CUSD) agree to resolve all issues in negotiations for the 2023-24 school year on the following terms and conditions:

1. Except as expressly provided herein, all provisions of the current collective bargaining agreement continue without modification.
2. The salary schedule shall be increased by five point five percent (5.5%) effective July 1, 2023.
3. Effective October 1, 2023, an Hourly Rate of \$50 will be paid when SSTs, IEPs, and interviews are scheduled after school hours, for Kinder Registration, Saturday Academy, ASES, K-1, After School Intervention, ELOP, Summer School, Spelling Bee, approved clubs and District mandated committees. Hours worked and submitted after October 1, 2023, will be paid in November of 2023, following Board approval.
4. Any other additional hours must be approved by the Superintendent before the work is performed, and will be paid at the Hourly Rate of \$50.
5. The District will pay a yearly stipend of seven hundred and fifty dollars (\$750) to individuals who possess a valid Bilingual, Cross-Cultural, Language and Academic Development (BCLAD) certificate and are assigned to a bilingual teaching assignment. This does not apply to individuals on an emergency BCLAD certificate. Employee must serve seventy-five percent (75%) of the school year (185 days). Stipend paid at the end of the school year.
6. Teachers with a Master's Degree will receive a yearly stipend of seven hundred and fifty dollars (\$750). No payment will be made in the initial year until official transcripts are provided to the District. Employees must serve seventy-five percent (75%) of the school year (185 days). The stipend will be paid at the end of the year.
7. Teachers who are assigned to a combination class shall receive a stipend of seven hundred and fifty dollars (\$750). Teachers must serve seventy-five percent (75%) of the school year (185 days). The stipend will be paid at the end of the year. For the 2023-24 school year, the stipend for Grades 6-8 will be paid in accordance with the attached Side Letter. The Parties will meet at the start of the 2024-25 school year to reach agreement on how stipends, if any, will be split for Grades 6-8.

ARTICLE I

DURATION OF AGREEMENT

1.1 This agreement represents the entire term and conditions between the Governing Board of the Chualar Union School District and the Chualar Teacher's Association. This agreement shall be in full force and effect through June 30, 2023.

1.2 The parties agree to reopen Salary and Health and Welfare Benefits only for the 2024-2025 school year.

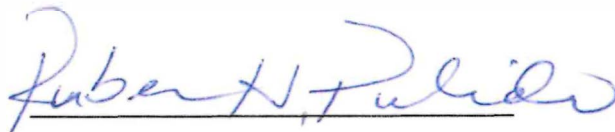
In witness thereof, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

FOR THE DISTRICT



President of the Board of Trustees

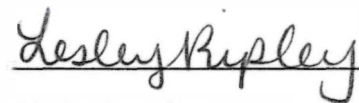
Date 10/25/23



Superintendent

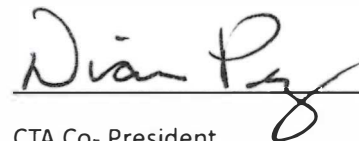
Date 10/25/2023

FOR THE ASSOCIATION



CTA Co-President

Date 10-25-23



CTA Co- President

Date 10-25-23

Appendix B

Chualar Union School District CTA Salary Schedule 2023-2024 Reflects 5.5% Increase

	BA	BA+15	BA+30	BA+45	BA+60	MA BA+75
STEP	1	2	3	4	5	6
1	\$ 48,180.23	\$ 49,624.88	\$ 51,114.23	\$ 52,648.26	\$ 54,225.81	\$ 55,853.78
2	\$ 50,107.21	\$ 51,609.15	\$ 53,158.07	\$ 54,753.96	\$ 56,395.66	\$ 58,087.79
3	\$ 52,110.94	\$ 53,673.60	\$ 55,282.10	\$ 56,942.14	\$ 58,650.30	\$ 60,411.16
4	\$ 54,194.88	\$ 55,620.55	\$ 57,495.49	\$ 59,220.84	\$ 60,997.74	\$ 62,826.19
5	\$ 56,362.44	\$ 58,056.43	\$ 59,795.95	\$ 61,588.89	\$ 63,436.82	\$ 65,340.88
6			\$ 62,189.21	\$ 64,054.33	\$ 65,976.72	\$ 67,954.11
7			\$ 64,672.97	\$ 66,612.55	\$ 68,611.71	\$ 70,668.15
8			\$ 67,263.28	\$ 69,280.77	\$ 71,358.97	\$ 73,499.05
9				\$ 72,050.95	\$ 74,211.64	\$ 76,437.62
10				\$ 74,933.40	\$ 77,180.01	\$ 79,497.65
11					\$ 80,267.53	\$ 82,675.68
12					\$ 83,479.93	\$ 85,983.16
13						\$ 89,422.40
14						\$ 92,999.11
15						\$ 96,719.03

185-day work year

Hourly Rate

\$50 hourly rate effective October 1, 2023.

2023-2024 Increase

For the 2023-2024 school year, the certificated salary schedule will be increased by 5.5% above the 2022-2023 certificated salary schedule.

Units

College or University units earned following the granting of a Baccalaureate Degree will be counted for initial placement by the Superintendent at the appropriate step and column on the salary schedule providing that these units are earned in subject matter areas which are determined by the Superintendent to be related to the field of elementary/middle school education.

Any teacher hired with less than the required preliminary/clear California Teaching Credential, as authorized by the Monterey County Office of Education, shall be paid at

Step 1, Column 1, until a preliminary/clear teaching credential is attained. The teacher will then move to Step 2 beginning with the first, full school year of verification of attainment of the preliminary/clear teaching credential. Emergency-type credentials less than a preliminary/clear shall be paid at Step 1, Column 1.

Experience

Initial placement will be given at the rate of one (1) step for each year of verified previous teaching experience as determined by the Superintendent, with a maximum placement on the fifth step.

BCLAD Stipend

The District will pay a yearly stipend of seven hundred and fifty dollars (\$750) to individuals who possess a valid Bilingual, Cross-Cultural, Language and Academic Development (BCLAD) certificate and are assigned to a bilingual teaching assignment. This does not apply to individuals on an emergency BCLAD certificate. Employee must serve seventy-five percent (75%) of the school year (185 days). Stipend paid at the end of the school year.

Masters Stipend

Teachers with a Master's Degree will receive a yearly stipend of seven hundred and fifty dollars (\$750). No payment will be made in the initial year until official transcripts are provided to the District. Employees must serve seventy-five percent (75%) of the school year (185 days). The stipend will be paid at the end of the year.

Appendix C
Chualar Union School District
Board Policy on Class Size BP 6151(a)

Instruction

CLASS SIZE

Cautionary Notice: As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009) and ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), Education Code 42605 grants districts flexibility in “Tier 3” categorical programs. The Chualar Union Elementary School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-09 through 2012-2013 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent/Principal or designee.

The Board of Trustees recognizes that the number of students in a class may affect the extent to which teachers can identify and respond to individual student needs.

In accordance with negotiated employee agreements and state law, and upon the recommendation of the Superintendent/Principal or designee, the Board shall establish upper- and lower-class size limits appropriate for the grade level or subject taught and conducive to the effective use of teaching staff.

(cf. 4141/4241 - Collective Bargaining Agreement)

The Superintendent/Principal or designee shall regularly submit reports that will enable the Board to evaluate the effectiveness of the class size reduction program and its impact on student achievement and on the attainment of the district's goals. These reports shall also include an analysis of the impact of class size reduction on staffing and school facility's needs.

(cf. 0200 - Goals for the School District)

(cf. 0500 - Accountability)

(cf. 6117 - Year-Round Schedules)

(cf. 7111 - Evaluating Existing Buildings)

Class Size Reduction in Grades K-3

The Board believes that small class size is beneficial to students in the primary grades as they acquire the basic skills that serve as the foundation for their subsequent learning. The Superintendent/Principal or designee shall ensure that classes in primary grades designated by the Board are reduced to 20 or fewer students per teacher in accordance with law.

Full-time mainstreamed special education students shall be included in determining class size for purposes of the class size reduction program.

(cf. 6159 - Individualized Education Program)

In accordance with law, the Superintendent/Principal or designee shall ensure that the teachers of classes in the class size reduction program receive training designed to help them to maximize the educational advantages of class size reduction.

(cf. 4131 - Staff Development)

SIDE LETTER
BETWEEN
CHUALAR TEACHERS ASSOCIATION
AND
CHUALAR UNION SCHOOL DISTRICT
OCTOBER 25, 2023

EVALUATIONS

1. The Parties agree to move the initial evaluation meeting for this school year to November 15, 2023.
2. The parties agree to review evaluation forms and create a pilot program for this school year. CTA will provide the Superintendent with sample evaluation forms, in addition to the form identified by the Superintendent. The Superintendent will approve 2-3 forms for CTA to present to its members for selection for the Pilot Program.
3. The selected evaluation forms will be used for 2023-2024, and the Parties will evaluate the experience at the end of 2023-2024 to determine if the forms will be used on an ongoing basis.

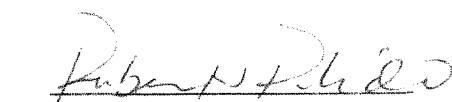
In witness thereof, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

FOR THE DISTRICT



President of the Board of Trustees Date

Date 10/25/2023



Superintendent

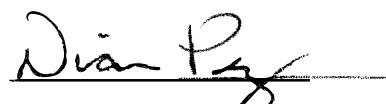
Date 10/25/2023

FOR THE ASSOCIATION



CTA Co-President

Date 10/25/2023



CTA Co-President

Date 10/25/2023

SIDE LETTER
BETWEEN
CHUALAR TEACHERS ASSOCIATION
AND
CHUALAR UNION SCHOOL DISTRICT
OCTOBER 25, 2023

COMBINATION CLASS STIPENDS

1. For the 2023-24 school year, the stipend for Grades 6-8 will be paid as follows, provided that the
2. employee works 75% of the school year:
 - a. Ms. Ripley: \$187.50
 - b. Ms. Gariki: \$375.00
 - c. Ms. Johnson: \$187.50
3. The Parties will meet at the start of the 2024-25 school year to reach agreement on how
4. stipends, if any, will be split for Grades 6-8 based on the number of combination classes, if any.

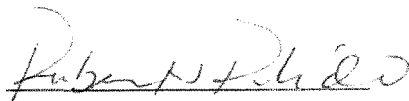
In witness thereof, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

FOR THE DISTRICT



President of the Board of Trustees

Date 10/25/2023



Superintendent

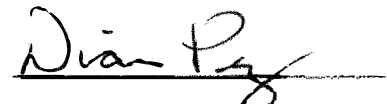
Date 10/25/2023

FOR THE ASSOCIATION



CTA Co-President

Date 10/25/2023



CTA Co-President

Date 10/25/2023