

**AGREEMENT**

**BETWEEN**

**THE**

**Board of Education of**

**Eureka City Schools**

**AND THE**

**Eureka Teachers Association/CTA/NEA**

**Agreement of July 1, 2024**

**To**

**June 30, 2027**

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## **ARTICLE 1: AGREEMENT**

This is an agreement made and entered into this first (1<sup>st</sup>) day of July 2024 between the Eureka City Schools (hereinafter referred to as “District or ECS”), and the Eureka Teachers Association/California Teachers Association/National Education Association (hereinafter referred to as “Association or ETA”).

Parties agree to a multi-year term for the Master Contract to expire June 30, 2027. Based on the Agreement reached October 24, 2024 and subsequently ratified by both parties, negotiations are closed for 2024-25, with compensation and benefits, the collaboration pilot, and two (2) articles opened by each party for 2025-26, and compensation and benefits and two (2) articles opened by each party for 2026-27.

## **ARTICLE 2: BASIC MANAGEMENT RIGHTS**

It is understood and agreed that the District retains all authority to direct, maintain and operate the District to the full extent of the law, except as limited by the specific and express terms of this Agreement, and then only to the extent such terms are in conformity with law.

## **ARTICLE 3: CHILDREN'S CENTER**

- 3.1 Starting July 1, 2024, the length of the Children’s Center teacher work year shall be 205 work days. This is consistent with full time teachers working 205 work days, eight (8) hours per day. Previously (through June 30, 2024) the length of the Children's Center teacher work year was 221 work days.
- 3.2 The length of the Children's Center teacher work day shall be eight (8) hours which shall include a 30-minute duty-free lunch period.
- 3.3 In addition to other days designated in the Children’s Center Calendar, the Children's Center shall be closed on such days as the District Administrative offices are closed.
- 3.4 Substitutes will be provided and paid by the District for the Children's Center teachers attending in-service training as required by the District during their regular work day.
- 3.5 Days worked beyond the regular teaching year (221 days) shall be compensated at the daily rate of pay.
- 3.6 Children's Center teachers shall be paid according to the salary schedule attached as Appendix A.
- 3.7 At times, the Director may be away from the site for less than a full day, and the most senior teacher who holds a site permit may be asked to serve as Administrative Designee. When the Director is away for a full day, the District will first attempt to fill the need with someone from the Administrative Substitute list.

- a. If a substitute is not available, the most senior teacher with a site permit may be called upon to act as the site lead. With the teacher's acceptance of this role, the teacher will receive \$2,000 per year (provided the teacher works 75% of the year) in the form of a stipend to be paid with the June paycheck in recognition of this extra responsibility.
  - b. In the event the Director is not on site for one (1) hour or more, the Children's Center lead teacher shall receive eight (8) percent differential of their placement on the Children's Center salary schedule. Hours to be paid will be rounded to nearest half hour (up or down).
- 3.8 Prior to July 1, each Children's Center teacher will be given an opportunity to specify their work calendar for the upcoming fiscal year in accordance with their contractual number of workdays and work hours. In the event that more teachers wish to work a certain period than is determined by the schedule developed by the Director, the Director will consult with the impacted teachers. If no agreement is reached then, the teacher with the greatest seniority in the Children's Center program shall have first preference.
- 3.9 Provisions of the following Articles do not apply to Children's Center teachers unless there is a specific and express inclusion noted therein: Articles 4, 11, 15, 19, 22, 24, 27, 28.

#### **ARTICLE 4: CLASS SIZE**

- 4.1 The maximum class size of report form classes shall not exceed the following:
- A. Elementary. All elementary classes below may have one additional student permitted upon mutual consent of the teacher and principal:
    1. 23 students for combination Kindergarten/1<sup>st</sup> grade.
    2. 24 students for single grade or combination Transitional Kindergarten and Kindergarten classes.
    3. 26 students for combination 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> grade classes.
    4. 27 students for single grade 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> grade classes.
    5. 26 students for a combination 3<sup>rd</sup>/4<sup>th</sup> grade classes.
    6. 30 students for combination 4<sup>th</sup>, 5<sup>th</sup> or 6<sup>th</sup> grade classes.
    7. 31 students for single grade 4<sup>th</sup> and 5<sup>th</sup> grade classes.
  - B. Middle. All middle school classes below may have one additional student permitted upon mutual consent of the teacher and principal:
    1. 31 students for multi-subject 6<sup>th</sup> grade classes.
    2. 33 maximum in 6-8 single subject classes.
  - C. Effective July 1, 2016, high school (excluding continuation high schools) class size is 34 maximum with one additional student permitted upon mutual consent of the teacher and the principal.

D. Exempted from the maximums stated above are Physical Education, Performing Arts, and Student Government classes.

E. Rules for Counting Students for Class Size Purposes

1. A student counts toward class size limits (as calculated under Article 4) for that portion of the day that the student is in the class if the teacher:

- a. Is a teacher of record (responsible for official school attendance record and/or assigns a grade);
- b. Provides ongoing curriculum adjustment to either accommodate student or implement the student's IEP goals and objectives;
- c. Is required by the student behavior plan to receive training or provide intervention;
- d. Has a student who is in attendance for more than forty-five minutes.

2. No more than two students per teacher per day may be excluded from class size counts for any teacher. This does not apply to classes that do not have a class size maximum.

4.2 The average size of sections of physical education each period shall be 40 to 1. Two additional students are permitted with the consent of the teacher. Site administrators and/or teachers are encouraged to attempt to balance the size of individual classes that period as much as is possible.

4.3 Other than periods where the District is in the process of obtaining more work stations, a reasonable period while schedules are being adjusted but not more than ten (10) school days, or where the District is repairing existing work stations, the maximum size of any class shall not exceed the number of work stations available. In classes where it is difficult to determine what constitutes a work station, this determination shall be made by the general past practices as to student use.

4.4 Special Education:

A. Education Specialists' caseload maximums shall not exceed 28. If Education Specialists are assigned more than one (1) site, their caseloads will be 26 or less.

Part-time Education Specialists' caseloads shall be no more than pro-rata of the time employed.

RSP-SDC /ESN-MMS Mixed caseloads will be calculated as follows and will follow the Student Degrees of Support:

Extensive Supports Needs (ESN)	Mild-to-Moderate Students (MMS)	Total
14	0	14
13	2	15
12	4	16
11	6	17
10	8	18
9	10	19
8	12	20
7	14	21
6	16	22
5	18	23
4	20	24
3	22	25
2	24	26
1	26	27
0	28	28

#### Definitions

Mild/Moderate Support Needs: A student with one of the following disabilities: autism, emotional disturbance, intellectual disability, multiple disabilities, orthopedic impairment, other health impairment, specific learning disability, and traumatic brain injury requires mild to moderate instruction and supports in one or more of the following domains:



academics, communication, gross/fine motor, social-emotional, behavioral, vocational, learning environment access skills. The supports may also include health, movement and sensory support.

Extensive Support Needs: A student with one of the following disabilities: autism, deafblind, emotional disturbance, intellectual disability, multiple disabilities, orthopedic impairment, other health impairment, specific learning disability, and traumatic brain injury requires intensive instruction and supports in two or more of the following domains: academics, communication, gross/fine motor, social-emotional, behavioral, vocational, adaptive/daily living skills. The support also often includes health, movement and sensory support.

- B. Special Education Programs designated Moderate Severe (M/S), Independent Living Skills (ILS), Adult Transition Program, autism-specific, and/or Social-Emotional Services are self-contained classrooms and will be limited to a caseload of twelve (12) students. If the limit is exceeded, the teacher shall receive:
- \$100 per month for the 13<sup>th</sup> or 14<sup>th</sup> student students over the caseload of 12 students.
  - \$55 per day per student for each additional student for the 15<sup>th</sup> student or above.
- C. Special Education Programs designated preschool, preschool Moderate Severe (M/S), and preschool autism-specific will be limited to a class size of ten (10) students. If preschool is operated as an AM (morning) and PM (afternoon) class, then caseload will not exceed 20. If the limit is exceeded, the teacher shall receive:
- \$100 per month per student over the individual caseload for the 20<sup>th</sup> and 21<sup>st</sup> student(s).
  - \$30 per day per student for each additional student for the 23<sup>rd</sup> and above.
- D. Aide support for all Special Education classes must be provided at a level that meets or exceeds the funding allocated by the State (Ed Code 56362(f)).
- For classes with 1-6 ESN students in a mixed caseload, one instructional assistant would be added to support the Education Specialist.
  - For classes with 7-12 ESN students in a mixed caseload, two instructional assistants would be added to support the Education Specialist.
  - *Please note that instructional assistants assigned specifically to individual students do not count toward the required general support staff.*
- E. Speech Therapists' (Speech Language Pathologists – SLPs) caseloads shall be at a ratio of not more than 1 to 55 average districtwide. This average includes online SLPs.
- If the maximum of 60 must be exceeded, the SLP will be paid \$100 a month for each student up to a maximum of five (5) students for a total caseload of 65 students.
  - Support shall be provided in the form of a SLP Assistant (SLPA) to support SLPs carrying a caseload of 50 or more students.
  - SLPA's will not be assigned to SLPs who are not appropriately licensed to supervise.

F. Education Specialists shall have the privacy necessary to work effectively with students.

#### 4.5 Home-Based Independent Study

The maximum caseload shall be twenty-eight (28) students.

The length and frequency of individual student contacts shall be as mutually determined by the teacher and the immediate supervisor.

At the request of the teacher and with the concurrence of the immediate supervisor, home-based students may be required to receive their instruction at a location other than their home, as mutually determined by the teacher and the immediate supervisor.

Teachers will be provided by the District with all necessary instructional materials.

#### 4.6 Zoe Barnum class size maximum is twenty-one (21) with one additional student permitted upon mutual consent of the teacher and the principal except in Physical Education classes. In the event that any class exceeds this maximum, the class will be brought within the limit by the end of two (2) student days.

Zoe Barnum Independent Study/Transition program will be used for Zoe Barnum students referred because of attendance or academic problems and for new student orientation. The number of teacher preparations will be limited to what has been the general past practices for other Zoe Barnum teachers. Otherwise class size maximums, adjusted by the once per week meeting, shall prevail (i.e. shall not exceed 21 students per hour).

Class size balancing and compliance at the start of the school year shall be monitored by a committee which shall consist of the Director of Personnel Services (or other District level administrator) and one other administrator, ETA President and ETA Grievance Chairperson.

If attendance (ADA) is less than 18.0 during any month after November then enrollment may increase, not to exceed 23 for the remainder of the school year.

#### 4.7 To address health services, the district shall support the equalization of nursing time at all sites. Nurses will have input on assignments within the district. District supported flextime shall be provided for each nurse for planned identified projects or needs such as: health screenings, special projects, immunization activities, staff development, and coordination activities. Nurses shall be granted 30 minutes of uninterrupted time per day in order to fulfill billing and organizational responsibilities. The district shall provide adequate private facilities for health services.

#### 4.8 Every nurse, speech and hearing specialist, or other itinerant shall have access to a computer at each site.

#### 4.9 The District will come into compliance with the class size requirements by the start of the first day of the third week of each school term.

## ARTICLE 5: COMPLAINTS AGAINST TEACHERS

- 5.1 Unless otherwise required by law, any parent or citizen complaint about a unit member shall be reported to the unit member by the immediate supervisor receiving the complaint, within five (5) workdays of receipt, if the complaint has the potential for disciplinary action against the unit member.
- 5.2 In consultation with the unit member, if the immediate supervisor believes the concerns may be constructively reviewed and addressed in a meeting with the member and the complaining party, the immediate supervisor shall work to arrange such a meeting. Either the unit member or the complaining party may decline to participate in such meeting. At the request of the unit member, an Association representative may be present at the meeting.
- 5.2.1 The immediate supervisor shall work to schedule the meeting within ten (10) working days of agreement of the parties to meet. However, the meeting shall be scheduled by mutual agreement. If the parties cannot agree on a mutual date within fifteen (15) work days then the immediate supervisor shall proceed to process the complaint without a meeting between parties.
- 5.2.2 If a meeting is held, the immediate supervisor will facilitate a conversation whereby the concerns of the complaining party are presented and discussed and the interests and perspectives of both parties are heard and discussed. If as a result of the meeting, the matter is resolved, the immediate supervisor will confirm in writing the outcome of the meeting.
- 5.2.3 If the matter is not resolved, then the immediate supervisor will proceed to further process the complaint after setting forth in writing the immediate supervisor's understanding of the complaint. This will be provided to the unit member and the complaining party. Alternatively, the complaining party will be given an opportunity to formalize their complaint in writing and a copy will be given to the unit member upon District receipt.
- 5.2.4 The unit member shall be given time during a duty day without salary deduction to review the complaint and prepare responsive comments should they wish to do so.
- 5.3 Based on the nature of the complaint, the immediate supervisor will determine the appropriate policy/procedure by which the complaint will be reviewed and advise the unit member and the complaining party. Depending on the nature of the complaint, the District may use outside investigative services to process the complaint. Whenever the District undertakes a review of the complaint, the unit member shall be given an opportunity to respond verbally and in writing to the allegations. In addition, the unit member shall have the right to engage Association representation to assist them in responding.

- 5.4 Once the immediate supervisor has completed the review and/or investigation of the complaint, both the unit member and the complaining party will be advised in writing of the immediate supervisor's determinations.
- 5.5 Complaints which are determined to be without merit shall not be placed in the unit member's personnel file nor utilized in any evaluation, assignment or disciplinary action taken against the unit member.
- 5.5.1 In the event that documentation is placed in the unit member's personnel file, the unit member shall have the opportunity to respond in writing during the duty day without loss of pay and such response will be included in the unit member's personnel file and attached to the documentation in the personnel file.
- 5.6 All information or proceedings regarding any complaint shall be kept confidential by the unit member and District representatives to the extent provided by law.
- 5.7 Nothing in this article is intended to waive any statutory due process rights of the unit member.
- 5.8 If the unit member believes the complaint is false or based on hearsay, he or she may file a grievance in accordance with Article 12 to determine validity of the complaint.

## **ARTICLE 6: CONSULTATION RIGHTS**

The Board recognizes the Association's right to consult on the definitions of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law as per Educational Employment Relations Act (Government Code 3543.2). Normally, the Association's right to consult shall be exercised through the District Curriculum Committee, with teacher members appointed by the Association, as is current practice.

At such times as the District contemplates taking action upon a matter that the Association has a right to consult upon under the Education Employment Relations Act and such action is not a matter to be reviewed by the District Curriculum Committee, then the Superintendent or his designee shall advise the Association of the matter in writing.

Within five (5) District office business days after the Association president or designee has received the notification, the Association may request in writing a meeting to consult. Should the Association do so, a consultation meeting will take place with the Superintendent or his designee within five (5) District office business days thereafter.

### **6.1 Paraprofessionals**

If a paraprofessional is to be assigned to assist a teacher, the teacher may, at his/her request, participate, in an advisory capacity, with the appropriate administrator in the selection of the paraprofessional. It is expressly understood that such participation, if elected by a teacher, is voluntary and advisory in nature.

## ARTICLE 7: EARLY RETIREMENT

### 7.1 Retirement-Reducing Workload at Age 55

To be eligible to request partial employment prior to retirement, an employee must:

- A. Have reached the age of 55.
- B. Have been employed full-time in a position requiring certification for at least ten (10) years, of which the immediate preceding five (5) years were full-time employment with Eureka City Schools.

The option of part-time employment is initiated by the teacher and may be granted by the Board of Education following its evaluation of the needs of the District. Teachers are strongly encouraged to submit written applications to the District Personnel Office by March 1 of each year in order to facilitate the District's staffing planning process. Such status may be revoked only by mutual consent of the employer and the teacher.

#### Compensation:

- A. Minimum part-time employment shall be equal to one-half ( $\frac{1}{2}$ ) the number of days of service required by regular teachers. The teacher shall receive the same salary he/she would have earned in full-time service, pro-rated according to the hours or periods employed. Sick leave and health or other benefits shall be provided as specified in this Agreement and Board policy. Retirement benefits shall continue as if the teacher were employed full-time.
- B. The teacher shall receive credit toward retirement the same as if he/she had been on full-time employment. The district shall pay a full share and the teacher shall pay a full share of the retirement costs.

#### Service:

The minimum part-time employment shall be the equivalent of one-half ( $\frac{1}{2}$ ) the number of days of regular service required by the agreement. Specific activities of the teacher will be mutually agreed upon by the teacher and the Director of Personnel. If under unusual circumstances the District finds it necessary to request the teacher to take assignments other than those mutually agreed upon, it is understood that the teacher has the right to return to regular full-time service. If the teacher and the Director of Personnel cannot agree upon the specific activities of the teacher, the teacher will be assigned activities by the Board of Education. If these activities are not agreeable to the teacher, the teacher has the right to return to regular full-time employment.

This service may include, but is not limited to: substitute teaching, teaching one semester, assistance and development of curriculum, evaluation of instructional programs, assistance in the improvement of teaching strategies, assistance to new or experienced teachers, development of

instructional materials, or programs continuing research projects. Early retirement programs shall be for a period not to exceed five (5) years or to the age of sixty-five (65) whichever comes first. Applications should be in the District office prior to March 1 of each year. Applications submitted after March 1 shall be less likely to receive Board approval.

## 7.2 Retirement - Part-Time Teaching for Retired Teachers

Under this program, the District shall provide teachers the opportunity to retire early and receive a yearly allowance in exchange for rendering service to the District. To be eligible for this option the teacher must have reached the age of 55. Teachers are strongly encouraged to notify the District of interest in this program by March 1st in order to facilitate the District's staffing planning process.

### Compensation and Service:

Teachers contracted to render service to the District in positions generating ADA income or replacing teachers in current positions shall be paid a daily rate equal to the current daily salary rate for their step and column at the time of retirement. Teachers contracted to render service to the District in other positions may negotiate an hourly rate not less than the hourly rate specified in Article 28, number 2 for a minimum number of hours, and for a specific number of years. Compensation for service better suited to a stipend payment may also be negotiated in that form. District paid benefits shall continue to be provided. Total payments (excluding the cost of benefits) shall not exceed the maximum earnable amount for one (1) year as determined by the State Teachers Retirement System.

The areas of assignment shall be mutually agreed upon by the teacher, immediate supervisor and the Assistant Superintendent of Human Resources. Such assignments, by definition, shall be in the best interests of the District.

The option of early retirement under this section is initiated by the teacher and may be granted by the Board of Education following its evaluation of the needs of the District. Written application will be made by the teacher through the District Personnel Office.

## 7.3.a Retirement - Health Benefits for Early Retirees

Teachers prior to the age of 65 shall receive the amount toward health benefits provided to current employees of the District if they meet the following qualifications:

- A. Have reached the age of 55.
- B. Qualify for service or disability retirement under the State Teacher's Retirement System and be drawing retirement pay there from.
- C. Years of service to the District combined with age is greater or equal to 80 (i.e. 25 years of service in the District + 55 years old = 80).

- D. For employees with a first day of paid service on or after July 1, 2018, years of service in the District combined with age must be greater or equal to 85.

7.3.b Retirement-Health Benefits for Early Retirees that do not meet qualification 7.3.a.C.

Teachers shall receive an amount toward the health benefits provided to current employees equivalent to the percentage of years of service in the District combined with age (i.e. 15 years of service in the District + 55 years old = 70%). To be eligible, the unit member must have a minimum of 10 years of certificated service in the District immediately prior to retirement.

Health benefits shall be for a period not to exceed ten (10) years or to age sixty-five (65) whichever comes first.

At age sixty-five (65), the retired teacher may continue to receive the same health benefits provided to regular employees of the District if an advance payment of the total cost of the premium is made to the District by the retiree and coverage is available under the District's health plans.

At age sixty-five (65), the retired teacher may, at his/her option, purchase supplemental health insurance from the District insurer provided that he/she has met the program's requirements for enrollment into Medicare, should such a program exist.

The option of health benefits for early retirees under this section is initiated by the teacher. Written application will be made by the teacher through the District Personnel Office.

Should the age of Medicare eligibility change, this article may be reopened.

## **ARTICLE 8: 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 the State law and that in the absence of specific provisions in this Agreement such District practices and procedures are discretionary. Individual teacher contracts shall be subject to and consistent with the term of this Agreement.

## **ARTICLE 9: EMPLOYEE BENEFITS**

### **9.1 Dental Insurance**

The District shall continue to fully pay for the current plan of benefits for teachers and dependents for dental insurance, with a yearly maximum of \$2,000 for the duration of the Agreement. Effective July 1, 2018, there is an increase to the lifetime Orthodontic Maximum for Child, from \$500 to \$1,000. See appendix for plan description.

## 9.2 Health Insurance

Effective with the July 1, 2018 payroll the District shall contribute a maximum amount of \$1,014 per month towards an employee's monthly cost of health benefits. Employees will have to pay the monthly difference, if any, between \$1,014 and the actual monthly cost of the plan.

Effective January 1, 2021, the District shall contribute a maximum amount of \$1,100 per month toward an employee's monthly cost of health benefits. Employees will have to pay the monthly difference, if any, between \$1,100 and the actual monthly cost of the plan.

The plan options are set forth in the appendix.

## 9.3 Vision Insurance

The District shall contribute the full premium cost during the term of the agreement for vision insurance for teachers and dependents for the duration of the agreement. Effective July 1, 2018, there is a change from the 12/24/24 \$120 Frame Allowance Plan to 12/12/12 \$150 Frame Allowance Plan. See appendix for plan description.

## 9.4 Future Increases

The parties agree that the District is not required to automatically assume any cost increases on or after the end of the term of this agreement, except where the District and Association so agree during collective bargaining for the school year or years following the expiration of this Agreement.

## 9.5 Medicare Option

The District agrees to allow teachers hired prior to April 1, 1986 to elect individually whether they shall become eligible for Medicare coverage as provided for by AB 265, and Government Code Section 22009.03 et. seq.

## 9.6 Insurance Committee

Two members selected by the Association and two members selected by the District shall meet when necessary as an Insurance Committee. The purposes of this Committee will be to keep the Association apprised of insurance provider activity, to exchange information, for the employer to receive input and to select plan options for the subsequent year.

This Committee shall be activated only upon the written request of the Association and/or District. However the Committee shall meet within 30 days of the release of the plan rates for the next year to review plan options.

## 9.7 All teachers employed (full or part-time) prior to July 1, 1986, will continue to qualify for full dental, medical and vision benefits at the rate stated in Nos. 1, 2, and 3 above. Teachers employed 60% or less of a full-time teaching assignment on or after July 1, 1986, shall have the benefits



entitlement provided pro-rated with the District paying that percentage of the benefit subject to insurance provider restrictions. For example, a teacher working 60% of a full-time equivalent position will receive 60% of the total benefit package; provided that the teacher contributes the balance of the benefit cost and the insurance provider will allow participation. If the medical insurance provider does not allow participation by the part-time teacher, then the part-time teacher may apply the prorated District benefits contribution toward dental and vision benefits through the District plans.

If a part-time teacher works for another school district and the insurance provider of either district will allow the teacher to participate, the District will provide its pro-rated contribution toward benefits either through the District's provider or the other school district's provider.

9.7.1 In the event a full-time teacher, who is entitled to receive full health benefits, requests and is granted an unpaid leave for 50% or less of a duty day while continuing to work the remaining portion of each duty day during the contractual year, that unit member would continue to receive the full-time benefits contribution (health, dental, and vision) paid by the District for the approved leave. This is separate from FMLA and CFRA leave.

9.8 New teachers hired on or before September 1, shall be covered for the above-named insurances effective September 1. New teachers hired after September 1 shall be enrolled in the insurance programs effective with the first day of the next calendar month.

## **ARTICLE 10: EVALUATION PROCEDURES**

10.1 The District shall meet with District teachers, including Association representatives, prior to any changes in the established standards of expected student achievement.

A. **Temporary and probationary teachers** shall be formally evaluated by the Principal or his/her designee in writing on District forms at least once each school year.

**Permanent teachers** shall be formally evaluated by the Principal or his/her designee in writing on District forms at least every other year.

Upon mutual agreement with evaluator, **Permanent teachers** employed for ten years with the district and having received three (3) consecutive positive evaluations shall be formally evaluated by the Principal or his/her designee in writing on District forms at least every five (5) years.

The steps shall include:

Prior to September 21: Notification of evaluation process. All teachers being evaluated for the first time will attend a mandatory evaluation orientation on site during the duty day. Teacher and administrator establish common understanding of evaluation procedures, including rubrics, timelines, and evaluation options.

Prior to October 1: Administration will provide teachers with student data to analyze and reflect upon student data. Teacher and Administrator reflect upon student learning using data (e.g. Classroom Profile, Grades, Common Assessments, Standardized Test Results, etc.). This information may be used to establish the goal(s) for the year.

Prior to October 15: Preliminary Goal Setting. Teacher completes Self-reflection. Non-observed teachers set goal(s) for the year. Observed teachers set preliminary goal(s) for the year.

Prior to November 1: A pre-evaluation conference where the teacher and evaluator shall meet and attempt to mutually agree to the elements upon which evaluation is to be based.

Prior to December 15: **Observed teachers** will have one (1) formal classroom observation to be followed by one conference to discuss the observation. A written report of the classroom observation shall be provided the teacher at the time of the conference.

Prior to February 15: Permanent teachers notified of possible *Unsatisfactory* evaluation based on classroom observations. Initiate a Deficiency Improvement Action Plan (DIAP) before the second observation occurs. During the meeting, a follow-up observation and post-observation conference date will be scheduled.

For certificated employees not meeting proficiency standards the evaluator **must** contact the Director of Personnel when a Deficiency Improvement Action Plan (DIAP) is being considered **prior** to initiating a written plan.

Prior to March 1: **Temporary and Probationary teachers** will have at least one (1) additional classroom observation and at least one (1) more conference to discuss the second written observation report, which will be furnished to the teacher at the time of the conference, and the teacher's progress towards the objectives as outlined in the original plan.

Prior to May 15: **Observed Permanent teachers** not on a DIAP will have a second observation and formal evaluation conference which may be combined with conference for the second observation.

Prior to June 1: All Teacher Evaluations must be submitted to the Personnel Office by the evaluating administrator.

During the course of the evaluation period, mitigating circumstances may arise which require modification of the evaluation parameters. If the teacher being evaluated, or the evaluator, feels that modification of the evaluation elements is necessary, the teacher and the evaluator shall meet and mutually determine what changes, if any, should be made.

- B. Observations:  
**Secondary evaluation observations** shall last at least one (1) full period.  
**Elementary evaluation observations** shall last at least 45 minutes.
- C. Any teacher who receives a negative observation report shall receive at least one (1) subsequent observation, report and conference.
- D. At least the first observation shall be arranged by the evaluator and the teacher at least two (2) days in advance of the observation.
- E. The teacher and evaluator shall take positive action to correct any cited deficiencies. The evaluator shall include specific recommendations for improvement and provision for assistance in implementing such recommendations.
- F. If subsequent remedial action eliminates a negative evaluation and/or the identified deficiencies, a statement of the improvement shall be made and attached to the negative statement.
- G. Teachers shall not be required to participate in the evaluation and/or observation of other teachers, nor shall teachers be required to assess their own performance.
- H. Should a teacher choose to assess his/her performance, he/she shall be notified before revealing the substance of such self-assessment that the matters contained therein may adversely affect his/her job security, and he/she is not required to reveal such self-assessment.
- I. The evaluator shall not include hearsay statements in his/her evaluation of a teacher.
- J. Special Education teachers receiving an unsatisfactory evaluation by a regular education administrator may request a reevaluation assisted by a special education administrator.

#### 10.2 General Procedures:

- A. A teacher's personal, political, organizational activities or preferences, or the introduction and open exchange of ideas, materials and positions which might be deemed to be unpopular or controversial shall not be the basis of negative evaluation.
- B. Grievances shall not be a basis of evaluation.
- C. Evaluations, other than the procedures set forth in this article, are not grievable.
- D. Evaluation forms are attached in Appendix E. Changes in current District evaluation forms shall be jointly developed by the Association and the District.

10.3 Criteria for evaluation shall include one or more of the following:

- A. Engaging and supporting all students in learning.
- B. Creating and maintaining effective environments for student learning.
- C. Understanding and organizing subject matter for student learning.
- D. Planning instruction and designing learning experiences for all students.
- E. Assessing student learning.
- F. Developing as a professional educator.

10.4 Nurses, SLPs, Librarians, and other non-traditional unit members will meet with their immediate supervisor to mutually agree upon an evaluation tool by the pre-evaluation conference. If they cannot mutually agree, the immediate supervisor will utilize the traditional evaluation process outlined in this Article.

10.5 Certificated Evaluation Committee:

The parties establish a committee to explore options and develop recommendations regarding the evaluation process and forms for unit members. The committee includes up to three (3) members selected by ETA and up to three (3) members selected by the District.

- A. The Committee has co-chairs—one selected from the ETA team and the Assistant Superintendent of Educational Services. The co-chairs are responsible for setting agendas, planning meetings, running/facilitating the meetings, preparing final drafts, and reporting the results of the committee to the negotiating teams.
- B. A new evaluation system is being developed for full District implementation effective for the 2026-27 school year. In preparation, the pilot program is implemented on a limited basis for the 2025-26 school year. During 2025-26, the committee will meet to review the implementation and recommend modifications, if any, to the negotiation teams. The chairs of the committee will provide an update to the negotiation teams on or before March 1, 2026. The negotiation teams will meet in March and April, in order to finalize this article and the evaluation forms prior to May 1, 2026.
- C. On an annual basis, a mandatory meeting will be held for all unit members who are scheduled to be evaluated that current school year to provide information on the new evaluation system. This meeting will be offered at each site prior to September 30th of each year during the duty day. Timelines and processes will be reviewed.
- D. All probationary and temporary unit members at all sites shall participate in the pilot program.

- E. Permanent unit members at any site who are due for evaluation in 2025-26 have the option of being evaluated under the pilot program or the current program in Article 10. Such unit members shall indicate their choices on or before September 30, 2025.
- F. The provisions of Education Code Section 44664 shall be available and allow the site administrator and individual unit members to agree to implement a five-year cycle for evaluation. Under the Education Code, either the site administrator or the unit member may subsequently withdraw consent for this cycle.
- G. The timelines and forms will be drafted by the evaluation committee and provided to the Association and District on or before September 1<sup>st</sup>, 2025. Adjustments to the forms, timelines and contract language will be done in March/April 2026.

## **ARTICLE 11: EXTRA DUTY COMPENSATION**

- 11.1 The following teachers shall receive compensation in addition to regular placement on the salary schedule:
  - A. Department chairpersons shall receive compensation in addition to regular placement on the salary schedule as follows:

Tier 3 > 30 sections	\$3000
Tier 2 = 20 to 29 sections	\$2000
Tier 1 ≤ 19 sections	\$1000

Department Chairpersons shall be appointed at the High School in the areas of English, Mathematics, Social Science, Science, Special Education, World Languages, PE, Visual/Performing Arts, CTE, and Agriculture.

Additional chair positions may be appointed at the High School as designated by the Principal. In the event that a department specified above has less than 15 sections, the appointment of a chairperson is at the discretion of the principal. If no chair is appointed, the principal shall assume the duties normally assigned to the chairperson including the ordering of supplies.

Chairperson appointments may be made at the middle school level using the same stipend allocation above for sections. Team or department structure may be utilized at the middle school level.

When department or team chairperson appointments are made outside those listed at either the high school or middle schools, the principal will clarify subjects/areas covered by that assignment. If no appointment is made, the principal of the site will assume all duties normally assigned to chairpersons including ordering of supplies.

Department/Team chair will engage in these activities under the direction of the principal:

- Leading department/team collaboration to discuss objectives, initiatives, and challenges, ensuring cohesion.
- Communicating between department/team, and administration.
- Managing department/team budget and crafting meeting agendas.
- Setting goals and strategizing for achievement.
- Mentoring and supporting departmental teachers/team members, offering guidance and professional development.
- Analyzing student performance, curriculum effectiveness, and departmental goals to guide improvements.

This subsection shall not apply to Zoe Barnum High School.

- B. Any unit member serving on a Site Leadership team will receive a stipend of \$1,200 payable in the June paycheck.
- C. Librarians/Library Resource Teachers shall receive five point 38 (5.38) percent of their placement on the salary schedule for additional duty before and after the normal school year.
- D. Effective 7/1/18, Special Education Teachers assigned to teach a special education class shall be paid a \$1,000 stipend (prorated for part time) on an annual basis, paid in June for previous year's service. Effective 7/1/2021 this stipend is increased to \$2,000 annually. This is to recognize special education teachers' efforts in addition to teaching and preparing for a class, including paperwork and attending IEP meetings.
- E. Effective 7/1/23 – District Athletic Trainer will receive \$19,300 annually to work with all three sports seasons. This is to include hydration testing. The District will pay for the testing supplies and any related lab fees. This stipend will be paid monthly.
- F. Effective 7/1/24, general education teachers assigned to co-teach with an education specialist shall be paid a \$1,000 stipend on an annual basis, paid in June for the previous year's service. This is to recognize the extra effort required to collaborate with the education specialist, differentiate instruction, and prepare for a class, including paperwork and attending IEP meetings.

- 11.2 The positions paid and amounts of payment for extra duty compensation under this contract shall be pursuant to the Extra-Duty Salary Schedule attached as Appendix B. It is additionally agreed:

The District will pay for such extra duty compensation services on the attached schedule as the District may authorize to be performed.

- 11.3.a Eureka High School Class Advisors shall be paid according to the following schedule:

9<sup>th</sup> Grade Year - \$1,000 per year  
 10<sup>th</sup> Grade Year - \$1,500 per year  
 11<sup>th</sup> Grade Year - \$2,000 per year  
 12<sup>th</sup> Grade Year - \$2,500 per year

The stipend may be divided evenly among (2 – 6) advisors. Class advisors are subject to the same duties as all other teachers. The advisors of a specific class have the discretion to add new advisors on an annual basis. Teachers need to declare their intention to advise by October 1 of the school year. The stipend is paid at the end of June.

Class advisor duties include Homecoming, Float building, Powder Puff, Senior Class Night, Senior Picnic, Junior and Senior Prom, fundraiser and class meeting supervision.

- 11.3.b Teachers will perform up to a maximum of three (3) uncompensated extra duties, including Back-to-School Night and Open House (both required for elementary and middle school). Teachers may fulfill this requirement by volunteering for available adjunct duties and signing up for them on a master chart provided at the beginning of the year. Teachers who do not fulfill this requirement by so volunteering may be assigned to the adjunct duties involving student supervision. Such teachers may indicate at the beginning of the year one type of duty to which they do not wish to be assigned. It is recognized that some of these duties may be reserved for club or class advisors.

Normally, such unspecified duties shall be no longer than two and one-half (2 ½) hours in length unless prior practice is less (e.g. one and one-half [1 ½] hours at the Middle Schools.) It is expressly understood that in the unlikely and unusual event that an event/activity/assignment runs longer than two and one-half (2 ½) hours at the High School or one and one-half (1 ½) hours at the Middle Schools, teachers will be required to complete the assignment. In the event that such occurrence requires attendance of fifty (50) percent or more time than the normal assignment of 2 ½ or 1 ½ hours, the teacher will be credited with an additional assigned duty.

The Parties to the Agreement concur that it is in their mutual best interest to maintain the best possible relations with the constituents of the District and it is expected that teachers will participate in Public Schools Week/Open House activities of the District.

- 11.3.c Duties to Support District goals: With the purpose and goal of *addressing the goals and objectives of the* District's LCAP, all full time staff will provide 10 hours of school day supervision *and/or educational support* in the course of a full instructional year. Part-time unit members will provide a prorated amount of time. For the 2018-19 school year, each site administrator will develop a schedule prior to 11/2/2018 with slots of time and location for supervision. Prior to the 2019-20 school year and each year thereafter, each site administrator will develop a schedule prior to the start of the instruction year. Unit members will sign up for such time with the goal that the total is equitably divided among unit members at the site. This **may** include time after school as students leave school and board buses. Unit members may also sign up for additional support with agreement of site principal. The 10 hour total annual commitment is intended to be divided over the course of quarters or trimesters depending on the organization of each site. Site staff will be able to sign up for their preferred times in order of seniority. *Temporary and probationary teachers are only responsible for five hours each year to be served after January 1.* Notwithstanding this section, unit members are entitled to a thirty (30) minute duty free lunch.

#### 11.4 School Day Supervision

- A. Bus and yard duty for elementary teachers shall not be assigned unless 11.3.c applies.
- B. Before and after school supervision at the secondary level shall not be assigned unless 11.3.c applies.
- C. Supplemental services will not be assigned during lunch.
- D. If more supervision is requested during non-assigned time, the site administrator may ask for teachers to volunteer at the teacher hourly rate.

#### 11.5 Extra duty compensation schedules herein shall be adjusted by the same factor as the Certificated Salary Schedule.

#### 11.6 Teachers may occasionally cover classes during their preparation period with compensation at the current teacher hourly rate. This may only be done when appropriate regular substitutes are unavailable and shall be voluntary for the teacher performing the extra duty. If several teachers with the same preparation period have volunteered, they should be used on a rotating basis. The District shall make every effort to hire additional qualified substitutes so that this practice will be unnecessary. This practice shall be for the term of this agreement. This agreement does not preclude utilizing teachers to cover the occasional period caused by unanticipated absences or single period absences without compensation as has been the practice.

#### 11.7 When as a result of school construction, reorganization/reconfiguration or school closure, a teacher is required to pack, move and unpack their classroom at the request of the District the District will make available four (4) workdays, two for packing and two for unpacking. If it becomes necessary for the teacher to pack or unpack outside of the workday, then they shall be paid at the teacher hourly rate for the time. The District will move any teacher's classroom (district equipment, supplies, etc.) without the teacher's assistance upon the teacher's request except for the teacher's personally paid for classroom materials and/or other items. Should the District pack and move the class, the teacher will not receive additional compensation to unpack beyond the two days and will not be compensated for any packing or moving. Paid time shall not exceed twenty-six (26) hours (6.5 x 4). The District and Association shall negotiate unique situations that may apply to labs, shops or other similar facilities.

#### 11.8 Unit members providing professional development that is not part of their normal assignment shall be paid as follows:

- a. Paid at the teacher hourly rate for the hours of professional development delivered outside of the duty day, and
- b. Paid for two (2) hours at the teacher hourly rate for preparation time to create new material for each one (1) hour of professional development delivered, and
- c. Paid for one (1) hour at the teacher hourly rate for preparation time for each hour of presentation if the professional development is repeated or revised material.



## ARTICLE 12: GRIEVANCE PROCEDURES

It is the desire of the Parties to resolve all grievances as expeditiously as possible. All time limits contained within the Article are intended as maximum limits, unless mutually waived and every reasonable effort will be made by the Parties to conclude the process as quickly as practicable.

The Association and the District recognize that there may be events that take place near the end of the unit member work year or during the summer period that may be the basis for a grievance but the unit member is not required to initiate the grievance until August or September due to the timelines in this Article. It is also recognized that both parties may be harmed by a delay in filing and options for resolution may change with the delay in filing. In such cases where the event or reasonable knowledge of the event occurs with less than 25 duty days left in the unit member's work year or during the summer break, the grievance must be initiated at Level 1 but filed with the District Office within 25 week days of the event or reasonable knowledge of the event. All other timelines of this article shall apply thereafter unless mutually modified by the parties. For example Level 2 would be processed based on duty days.

### 12.1 Definitions and General Provisions:

- A. A grievance is a formal written allegation by a grievant that he/she has been directly affected by a violation of the specific provisions of this Agreement.
- B. A grievant may be a unit member and/or the Association.
- C. A day is a unit member duty day unless otherwise specified in this Article.
- D. The "immediate supervisor" is the lowest level administrator (site administrator or director) having immediate jurisdiction over the grievant who has been designated to adjust grievances.
- E. The timelines for initiating a grievance shall commence the day after the act or occurrence giving rise to the grievance or when the grievant could have reasonably become aware of its occurrence.
- F. During all steps of the grievance process, the grievant may be represented by a person designated by the Association or by a person of the grievant's choice. In addition to a representative, the grievant may also be accompanied by a person of their choice (a conferee) who does not act in a representation capacity. Additionally individuals may be included upon mutual agreement of the parties.
- G. Any grievance which arises from a direct decision made by the Superintendent or the Cabinet-level administrative staff shall begin at Level 2. Before commencing at Level 2, the grievant must have an informal level with the Superintendent or designee, for the purpose of resolving the alleged grievance at the earliest practicable level in an informal matter. As part of the informal process, the grievant must communicate the specific

provisions of the Agreement at issue. The attempt to resolve the issue informally does not change the timeline for filing the Level 2 grievance, which must be filed within 25 days of the time specified in 12.1.E.

## 12.2 Grievance Initiation

- A. In order to initiate a grievance, the grievant must file the grievance in writing with their immediate supervisor within 25 days of the time specified in E above. If it is not, the grievance is null and void.
- B. At the option of the grievant, the grievant may seek to meet with their immediate supervisor prior to initiating a Level 1 grievance, for the purpose of resolving the alleged grievance at the earliest practicable level in an informal manner. As part of the informal process, the grievance must communicate the specific provisions of the Agreement at issue. The attempt to resolve the issue informally does not change the timeline for filing a Level 1 grievance unless both the Superintendent or designee and Association agree in writing to an extension of time.
  - 1. When the grievant is not represented by the Association, no solution shall be implemented until the Association is given a statement in writing of the proposed solution and an opportunity to respond.
  - 2. It is expressly understood that all matters discussed at such conferences are intended only for informal use at this level and that this part of the grievance process will not be used as a device for discovery.
- C. Immediate Supervisor (Level 1)
  - 1. Within ten (10) days of filing a grievance, the immediate supervisor shall meet with the parties to the alleged grievance prior to rendering his/her decision. The grievant and the immediate supervisor may mutually agree to waive this meeting.
  - 2. The immediate supervisor shall communicate his/her decision, including reasons and rationale, to the grievant and the Association Grievance Chairperson, in writing, within ten (10) days after the meeting or within 15 days after the filing of the grievance, if there is no meeting.

## 12.3 Superintendent (Level 2)

- A. The grievant may appeal, in writing, a Level I decision to the Superintendent or his designee within ten (10) days after receiving it. The Superintendent or his designee shall investigate the details of the alleged grievance and confer with the grievant within ten (10) days.
- B. The Superintendent or his designee shall communicate his/her decision including reasons and rationale to the immediate supervisor and the grievant and the

Association Grievance Chairperson, in writing, within ten (10) days after the conference.

#### 12.4 Mediation (Level 3)

- A. If the grievant is not satisfied with the level 2 decision, the grievant has five (5) days after the filing of the written decision to notify the District, in writing, that the grievance is proceeding to mediation. If this timeline is not met, the decision is final.
- B. Within 10 days of the notice to move to mediation, the District and Association will notify the State Mediation and Conciliation Service of the need for a mediator. Alternative dispute resolution programs may be used as mutually agreed to by the parties. Any costs of the mediator shall be shared equally by the Association and the District. All other costs will be the burden of the party incurring them.
- C. The date(s) for mediation shall be by mutual agreement.
- D. If an agreement is reached in mediation, the agreement and resolution of the grievance will be confirmed in writing and signed by all parties. The parties can *mutually agree to determine* on a case-by-case basis whether the settlement is precedent setting.
- E. If no agreement is reached to resolve the grievance in mediation, the Association may decide to move the matter to arbitration. The Association's intent to proceed to arbitration shall be made within 10 days of the last date of mediation and shall be communicated within that timeframe, in writing to the Superintendent.

#### 12.5 Arbitration (Level 4) (1, at Association request)

- 1. Within ten (10) days of receiving notification of the Association's decision to go to arbitration, the representative of the Association will contact the State Mediation and Conciliation Service and request a list of seven (7) arbitrators from the state Conciliation Service. The District will be copied on the request.
- 2. Within ten (10) days of the receipt of the State Conciliation Service list, the Association representative and the District representative will consider candidates until the selection of an arbitrator is accomplished by mutual consent or by using the strike off method. Formal request for the services of the selected arbitrator will be made at this meeting. The dates for the arbitration hearing shall be determined by mutual agreement of the parties and selected arbitrator.
- 3. The arbitrator will take such time as is necessary to collect facts regarding the specific grievance. The report of the arbitrator will be submitted to the Superintendent or his/her designee and Association and the grievant.

4. The arbitrator shall be empowered to rule on arbitrability issues prior to hearing and ruling on the merits of the case.
5. The arbitrator's decision on the dispute shall be final and binding on the parties. The arbitrator's decision will be limited to only those alleged violations and facts raised at Levels 1 and 2 of this grievance procedure. The arbitrator shall have no power to alter the parties' agreement.
6. All costs of the arbitrator shall be shared equally by the Association and the District. All other costs shall be the burden of the party incurring them.

## 12.6 General Provisions

- A. Should grievances be settled prior to Level 3, any resolution will remain tentative for fifteen (15) days if the grievant was not represented by the Association. The Association will be notified before this time begins and will have an opportunity to make a response. The tentative resolution becomes final and binding at the conclusion of the fifteen (15) day period.
- B. The performance of an act which is allegedly subject to grievance does not necessarily compromise the unit member's position.
- C. Every effort will be made to schedule meetings for the processing of alleged grievances at times which will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as a witness, conferee or grievant in such meeting or hearing, shall be released from the regular duties without loss of pay for a reasonable amount of time. Two days of advance notice for such release time is required to allow the District to find appropriate coverage.
- D. All steps of the grievance procedure will be processed on forms provided by the District and sent by email. See Appendix H. (Forms to be confirmed after agreement on language.) All written levels of the grievance process shall be copied to the Director of Personnel.
- E. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, if left unresolved at the beginning of the school year, could result in harm to either party, the time limits set forth herein will be reduced so that the procedure may be executed—except for the arbitration level—prior to the end of the school year or as soon as is practicable but no later than June 30.
- F. A teacher may present alleged grievances and have them adjusted without the intervention of the employee organization at Level I.

- G. The grievant may terminate the grievance at any time by giving written notice to his/her immediate supervisor or his/her designee. The Association may not continue an alleged grievance on behalf of a teacher unless a decision has been rendered at Level 2. In such cases, the Association may appeal the decision at Level 3-Mediation.

## **ARTICLE 13: LEAVES**

### **13.1 Absences - Act of God**

If a teacher is unable to get to work from his/her home due to impossible travel conditions resulting from an Act of God, e.g., flood, his/her absence shall be nondeductible; however, if he/she is returning from a trip, unless the trip was assigned as school business, the absence shall be deductible from personal necessity leave.

### **13.2 Bereavement Leave**

A teacher shall be granted necessary leave of absence, not to exceed five (5) days, in the event of death of any member of the immediate family. Such leave will be without loss of pay or deduction from other types of leave.

“Member of the immediate family” means spouse, mother, father, son, daughter, brother, sister, grandchild, grandmother, grandfather of the employee or spouse; aunt, uncle, son-in-law, or daughter-in-law of the employee; any relative living in the immediate household of the employee; or any person who the teacher can verify has acted as a substitute for one of the above.

### **13.3 FMLA/CFRA**

It is the intent of this section to make available to employees, upon request, leave under the Federal Family Leave Act (FMLA) or the California Family Rights Act (CFRA) (Government Code Section 12945.2). This section shall be applied and interpreted in accordance with state and federal law and regulations. Such leave may run concurrently with other leaves provided in this Article.

### **13.4 Extended Illness Leave**

If a teacher has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid, or what would have been paid, to the substitute during the period of absence. (The amount deducted will be the lowest rate applicable to that type of substitute (day-to-day or long-term), based on the District’s substitute pay scale.) The five (5) months or less period during which the above deductions occur shall not begin until all other paid sick leave provisions for which he/she is eligible have been exhausted. This leave is limited to one (1) five (5) month period for the same illness or accident and one (1) five (5) month period per year. When extended illness leave overlaps into the next

fiscal year, the teacher shall be entitled to only the amount of unused leave due him/her for the same illness or accident. However, a teacher would still be entitled to one (1) five-month period in the next fiscal year for a different illness or accident.

### 13.5 Health Leave

Unpaid leaves of absence may be requested in instances where a teacher is physically unable to work. A substantiating statement from a licensed physician may be required.

### 13.6 Industrial Accident/Illness Leave

Leaves of absence by reason of industrial accident or illness shall be governed by these provisions:

- A. Allowable leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.
- B. Allowable leave shall not be accumulated from year to year.
- C. Industrial accident or illness leave shall commence on the first day of absence.
- D. When a teacher employed in a position requiring certification qualifications is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity, will result in payment to him/her of not more than his/her full salary.
- E. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absences regardless of a temporary disability indemnity award.
- F. When an industrial accident or illness leave overlaps into the next fiscal year, the teacher shall be entitled to only the amount of unused leave due him for the same illness or injury.

For these purposes a teacher's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the teacher continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.

The Superintendent or designee may, by rule or regulation, provide for such additional leave of absence for industrial accident or illness as it deems appropriate.

During any paid leave of absence, the teacher shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness.

The District, in turn, shall issue the teacher appropriate salary warrants for payment of the teacher's salary and shall deduct normal retirement and other authorized contributions.

### 13.7 Job Sharing Leave

- A. Job sharing leave is a plan whereby two (2) teachers share the full responsibilities for one (1) identifiable full-time position.
- B. Mutual agreement between the two (2) teachers, the immediate supervisor and the Superintendent or his designee shall be required by March 1 prior to the end of the current school year before the plan can be implemented.
- C. Salaries of participants shall be paid on a basis which is proportional to full-time service. The District will pay "Employee Benefits" proportionate to full time status of each employee with a combined total not to exceed the benefits paid for one full-time employee as limited by Article 9-Employee Benefits.
- D. Job sharing situations may be mutually agreed upon on a year-to-year basis. Should the job sharing arrangement be terminated by the teachers involved after the first year, , they may revert to full-time status if an opening exists. Should the job sharing arrangement be terminated for any other reason, the teachers shall revert to the full or part-time status held prior to such job sharing.
- E. In the event that one (1) of the two (2) participants vacates the position for any reason, the remaining participant shall have the option of converting to full-time in that position.

### 13.8 Legal Leave

A teacher shall be entitled to as many days of paid leave as are necessary if he/she is called to serve on a jury or for court appearances in which the teacher does not have personal interest or for job related court hearings or legal proceedings. An employee called for jury duty or for court appearances in which they have no personal interest shall receive his/her full pay provided he/she reimburses the District the amount of fees received or offered for serving as a juror or witness, including travel allowances, if these duties are performed during normal working hours. This may be done either by endorsing his/her jury duty or witness fee check to the District or by remitting an equal amount in cash or personal check to the District. An employee who fails to reimburse the District the fees offered or received for serving as a juror or witness, shall not be entitled to receive their regular rate of pay from the District. If the employee is released from jury duty/court appearance prior to noon, that employee shall return to his/her assigned work site and contact the supervisor or designee. The teacher may return to his/her teaching duties, or with the mutual consent of the administration, do another task.

### 13.9 Legislative Leave

A teacher who is elected to the County Board of Supervisors, the State Legislature, or Congress shall be entitled to an unpaid leave of absence for the length of his/her term or terms of office. He/she shall not receive credit for annual salary increments, nor shall he/she receive teacher benefits.

- A. The teacher on such leave shall notify the Superintendent or designee of his intended return at least nine (9) weeks in advance.
- B. The teacher on such leave shall be entitled to return to employment at the end of the leave.

### 13.10 Pregnancy Disability Leave (Unpaid)

The District shall provide for leave of absence from duty for up to four (4) months for any unit member who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and/or a related medication condition. The length of the leave of absence, including the date on which the leave shall commence and the date on which the teacher shall resume duties, shall be determined by the unit member and the unit member's physician.

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.

Except as provided herein, the written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.

The unit member shall use current and accumulated illness/injury leave during any period of pregnancy disability leave. The unit member may also elect to use other accrued leave for which they are eligible during the unpaid pregnancy disability leave.

This section shall be construed as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury or disability. The teacher requesting a leave of absence shall do so in writing as soon as the pregnancy has been diagnosed. Such request shall be accompanied by a letter from a licensed physician indicating the date of the expected birth.

Pregnancy disability leave under this section shall run concurrent with FMLA. It is the intent of this section to implement the terms and conditions of Government Code 12945, and further interpretations of this law will apply.



### 13.11 Parental/Child Bonding Leave

#### 1. 12 Weeks Parental/Bonding Leave (Paid)

- a. Unit members with at least 12 months of service with the District are eligible to take up to 12 workweeks of paid parental/child bonding leave within the 12-month period following the birth of a child of the unit member or the placement of a child with the unit member in connection with adoption or foster care.

Unit members accessing paid parental leave under this section shall use all current and accumulated illness/injury leave during the 12 workweek period, except for three (3) days if the unit member will be returning to work in the same school year that the bonding leave is used. Upon exhaustion of current and accumulated illness/injury leave (except for the 3 days, if so chosen), the employee will receive the difference between his/her regular salary and the substitute's salary, or the salary a substitute would have received, or 50% of the employee's regular salary, whichever is greater. The employee shall continue to receive health and welfare benefits. No unit member will receive both regular and differential pay.

- b. The unit member shall provide the District with at least eight (8) weeks advance notice of the expected date of delivery signed by a health care provider, or with the expected date of placement of the child in the home of the unit member in the case of adoption or foster care. If this period of advance notice is not possible, the unit member shall notify the District of the expected date of birth or placement as soon as possible.
- c. If both parents are employees of the District, each shall be entitled to 12 workweeks of leave under this section, unless the law requires more.
- d. Parental leave under this section shall run concurrently with baby bonding leave under CFRA. It is the intent of this section to implement the terms and conditions of Education Code section 44977.5 and Government Code section 12945.2, and further interpretations of these laws will apply.
- e. Following the 12 workweek period of parental/bonding leave, the unit member may request, and the Board in its sole discretion may grant, an additional unpaid child rearing leave in accordance with the other provisions of this Article.
- f. Intermittent use of such leave is subject to applicable law and regulations.

#### 2. Extended Parental/Child Bonding Leave

- A. The Governing Board recognizes that a unit member may wish to take a leave of absence from his/her job due to the birth or placement of a child in connection with the employee's adoption or foster care, for reasons which are not the result of medical disabilities. Such leave may be taken in accordance with the FMLA or CFRA. Time

under the FMLA and/or CFRA will include District benefit contributions consistent with FMLA and/or CFRA as applicable.

- B. Extended parental/child-bonding leave without pay or benefits (unless covered by FMLA or CFRA) may be granted to a unit member upon request in conjunction with child-bonding leave, not to exceed a total of twenty-one (21) calendar months or twenty-three calendar months for unit members at a year-round school, with the total to include the length of pregnancy disability leave approved and taken for these purposes and/or any leave taken for parental/child bonding as set forth in Education Code Section 44977.5 and any applicable leave such as FMLA and CFRA. At the option of the employee, he/she may continue enrollment in the health insurance programs of the District at his/her own expenses for the duration of the leave.

#### 13.12 Organizational Leave I

Officials of the Eureka Teachers Association shall be released from their regular calendar duty assignments to conduct ETA business for up to thirty-six (36) at the cost of the substitute. Any days utilized beyond the first thirty-six (36) will be charged at the full per diem rate for the teacher(s) on leave.

This leave shall not include absences due to grievances, unfair hearings, PAR, State Council, Curriculum Committee, or where release is authorized under SB160 (to conduct negotiations) between ETA and the District.

#### 13.13 Organizational Leave II

Leave authorized by Education Code Section 44987: Shall be taken and paid for by the CTA/NEA in accordance with that code section.

#### 13.14 Personal Leave for Compelling Personal Reasons

A teacher may request personal leave for compelling personal reasons, scheduling subject to a supervisor and Superintendent/designee approval. However, in cases of extreme medical emergency, advance request and approval is not required.

- A. The teacher will be charged the cost of the substitute against his/her per diem rate for a period of up to 30 work days per school year.
- B. If the leave under Section 13.16 has been exhausted, a teacher may request further leave under this section for up to ten (10) working days with full per diem deduction.

#### 13.15 Personal Leave - Unpaid, Long-Term

Any teacher may request a one (1) or two (2) semester unpaid leave of absence or extension leave of absence for no more than one (1) additional one-year period. The District Administration will consider each request based upon its individual merit. Leaves of absence requested or extensions

must be requested before March 1 prior to the leave. During unpaid leaves of absence, no fringe benefits will be provided by the District, but the District shall permit the teacher to purchase the fringe benefits from the District.

#### 13.16 Personal Necessity/No-Tell Leave

- A. Seven (7) days of sick leave may be used (per contract year) at the discretion of the teacher (“no-tell” days).
- B. No-tell days may not be used to extend a weekend or holiday with less than 2 weeks’ notice unless the unit member secures substitute coverage for each day/period absent. This sub-section only (13.16.B) will sunset upon ratification of the parties’ 2027 successor agreement, unless negotiated otherwise.
- C. A unit member shall make his/her request in advance except in these cases:
  - 1. Death or serious illness of a member of the immediate family as defined in 13.2 “Bereavement Leave”.
  - 2. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family, as defined in 13.2 “Bereavement Leave”.
- D. It is the understanding of the parties that any work stoppage or “concerted activity” would invalidate the use of this section.

#### 13.17 Sabbatical Leave

In accordance with the current Education Code.

#### 13.18 Sick Leave

Every teacher shall be entitled to twelve (12) days of paid sick leave annually. Children’s Center teachers shall receive thirteen (13) days of paid sick leave annually.

If the teacher does not take the full amount of sick leave allowed in any one school year, the amount not taken shall be cumulative.

For absences that are not pre-scheduled, unit members must notify the site as soon as possible once the need for the absence is known, but at least 90 minutes prior to the start of the unit member’s duty day, unless some compelling reason exists for later notification.

In addition, any teacher who has used no more than 2 days of sick leave in the preceding school year shall be paid out a bonus sick leave day equivalent to one (1) additional day of sick leave on the first paycheck of the next school year (August).

In addition to leave under 13.16, a unit member may use up to 60 work days of a unit member's current/accrued sick leave (paid at their current FTE) in cases of accident, death or serious illness of a member of the immediate family, as defined in 13.2 "Bereavement Leave".

A teacher shall make his/her request in advance except in these cases:

1. Death or serious illness of a member of the immediate family.
2. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.

"Member of the immediate family" means mother, mother-in-law, father, father-in-law, spouse, son, daughter, brother, sister, grandchild, grandmother or grandfather of the employee or spouse; aunt, uncle, son-in-law or daughter-in-law of the employee, any relative living in the immediate household of the employee, or any person who the teacher can verify has acted as a substitute for one of the above.

- A. At the beginning of each school year, every teacher shall be advanced a sick leave credit equal to his/her sick leave entitlement for the school year. The teacher may use his/her credited sick leave at any time during the school year. Should the teacher leave the District prior to the end of the school year, he/she shall reimburse the District for any expended sick leave which was used exceeding the credit of one (1) day for every employment month worked.
- B. Hourly teachers shall be entitled to sick leave at the rate of one (1) hour for each eighteen (18) hours served with credit recorded as earned.
- C. Hourly teachers may at their discretion utilize any sick leave accumulated during their regular contractual assignment.
- D. For absences over five (5) consecutive days, the employee may be required to provide medical verification and a release to return to work.

#### 13.19 Miscellaneous

- A. A teacher on extended leave shall notify the District, in writing, prior to March 1 of his/her intention to return the next school year. If the teacher fails to notify, the District shall send notice of pending action by registered mail to last known address on file. Failure to respond within ten (10) days will result in the position being classed as vacant. An employee on extended leave shall be entitled to:
  1. Return to the same, a similar, or mutually agreed upon position as that which he/she held immediately before commencement of the leave, provided, however,

that such a teacher shall be subject to the same terms and conditions of employment as if no leave had been taken.

2. Receive credit for annual salary increments provided during this leave provided that a cumulative total of at least seventy-five (75%) of the duty days were worked unless otherwise provided in this article.
  3. Receive during his/her leave all other teacher fringe benefits including, but not limited to insurance benefits to the extent not expressly prohibited by law.
  4. A teacher requesting extension of a leave beyond one (1) year shall not be entitled to return to the same position and shall not receive credit for a second annual salary increment, or be entitled to benefits unless he/she makes advance payment to the District for such benefits. Extension is limited to an unpaid status only.
- B. Catastrophic Leave: Through a Memorandum of Understanding (MOU), the District, the Eureka Teachers Association, and the California School Employees Association, implemented a Catastrophic Leave program which is available to all regular employees who elect to participate. Catastrophic Leave may help when an employee has exhausted all applicable personal sick leave on account of a catastrophic illness or injury of the employee or a member of their immediate family. Please see the MOU signed February 25, 2020 and the Addendum signed February 7, 2022 for more information.
- C. Unpaid Leave of Absence: Unless otherwise provided in this article, a teacher on an unpaid leave of absence shall not receive credit for annual salary increments but shall be entitled to:
1. If the unpaid leave is for one (1) year or less, the teacher shall be entitled to return to the same, a similar, or mutually agreed upon position as that which he/she held immediately before commencement of the leave.
  2. If the unpaid leave is for more than one (1) year, or extended more than one (1) year, or extended beyond one (1) school year, the teacher is entitled to return to a position of equal FTE status with the position being determined by the District.
  3. A teacher on unpaid health leave or “Extended Parental/Child Bonding Leave”, which is necessitated by medical conditions of the newborn child (as verified by a physician), shall receive the fringe benefits described in Article 9 of this agreement.
  4. A teacher on unpaid study leave where the leave directly relates to the teacher's curricular assignment or when the leave relates to the curricular needs of the District, shall receive during his/her leave the fringe benefits described in Article 9 of this agreement.

5. Except as covered in Sections 3 and 4 preceding, a teacher on unpaid leave who is not entitled to fringe benefits may continue to participate in the current employee benefits program, if desired, with payments made by the teacher.

#### **ARTICLE 14: MAINTENANCE OF STANDARDS**

The Association retains the right to bargain any change in the status quo regarding items within the mandatory scope of collective bargaining under the Educational Employment Relations Act (EERA) of 1976.

#### **ARTICLE 15: NEW TEACHER SUPPORT**

The District shall make every effort to provide the following assistance to teachers new to the district:

- No combination classes for two (2) years
- A start-up budget
- Workshop support
- A general site orientation/welcome
- No room changes for two (2) years at the secondary level
- A limited number of preparations at the secondary level
- Buddy stipends and release days

#### **15.1 EMPLOYEE INFORMATION**

- a) “Newly hired employee” or “new hire” means any employee new to the District or rehired by the District who is eligible to be represented by ETA, as outlined in Article 18, 18.1 of the Collective Bargaining Agreement (CBA) between Eureka Schools and ETA. This includes employees who were previously not represented by ETA and hired into positions which are now represented by ETA.
- b) Within 30 days of hire or by the first pay period of the month following hire, the District will provide ETA with the following contact information for all newly hired employees: name, job title, department, work location, work telephone number, and home, personal cellular telephone numbers, personal email address on file with the District, and home address, unless the employee has submitted a written request to the District not to disclose his/her home address, home telephone number, personal cellular telephone number, or personal email address, to ETA, in accordance with Government Code section 6254.3(c).

The District will provide this information to ETA in accordance with Government Code sections 6254.3 and 6207, and in compliance with the employee privacy requirements in applicable law.

- c) Periodic update of Contact Information: Each year by September 15, and upon written request, but in no event more frequently than every 120 days, the District will provide ETA with the information in subsection (b) above for all unit members.

The District will provide this information to ETA in accordance with Government Code sections 6254.3 and 6207, and in compliance with the employee privacy requirements described in applicable law.

## **15.2 NEW EMPLOYEE ORIENTATION AND PROFESSIONAL DEVELOPMENT**

1. Employees who are newly hired (new to the district) are provided with and required to attend three (3) additional paid days at the teacher's per diem rate before the first teacher duty day to go through an onboarding process which includes New Employee Orientation and Professional Development in preparation for the start of school.
  - a) "New employee orientation" means the onboarding process of a newly hired employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, and any other employment-related matters. As such, the District will hold a "new employee orientation" session one time per year, on or about August.
  - b) The District agrees to provide ETA access to its "new employee orientation" session, subject to the following provisions.
    - i. ETA shall receive not less than ten (10) days' notice by e-mail in advance of the orientation to the lead negotiator and Association president.
    - ii. As part of new employee orientation, the District agrees to provide ETA with up to 30 minutes of time on the day of District orientation to conduct an ETA orientation, ten (10) minutes of which will be allowed for questions and answers without an administrator present.
    - iii. Union representatives attending such meeting on behalf of ETA are not on paid status for the meeting.
  - c) New Employee Orientations and Professional Development will include a District overview, climate, instructional practices, classroom management, at least four (4) hours of classroom preparation, etc.
2. The District will provide all teachers in their first year with the District with a \$250 budget for school supplies during the first year.

## **ARTICLE 16: NON-DISCRIMINATION**

The District shall not discriminate against any teacher in violation of any applicable State or Federal law which prohibits discrimination nor based on the exercise of the rights granted hereunder.

## **ARTICLE 17: PAYROLL DEDUCTIONS**

- 17.1 The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues. The Association shall provide the District with payroll authorization cards from unit members authorizing dues deductions, after which the District will begin deducting union dues. Association dues, upon formal written request to the District from the Association, shall be increased or decreased without re-solicitation and authorization from unit members.
- 17.2 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.
- 17.3 The District shall deduct one-eleventh (1/11) of the Association dues and fees from the regular salary check each month. Deductions for unit members who sign authorization cards after the commencement of the school year shall be appropriately pro-rated to complete payment by the end of the school year.
- 17.4 The District will direct unit member inquiries to cancel or change dues deduction to the Association. Any dispute about the unit member's right to end dues deduction will be solely between the individual member and ETA/CTA/NEA. The governing board shall rely on information provided by ETA regarding whether deductions were properly canceled or changed, and ETA shall indemnify the District for any claims made by the employee for deductions made in reliance on that information.
- 17.5 In accordance with Government Code section 3546(e), the Association shall indemnify and hold the District harmless against any legal fees, legal costs, and settlement of judgment liability arising from any court or administrative action relating to the District's compliance with this Article or reliance on the Association for the information provided pursuant to Article 17.1.

## **ARTICLE 18: RECOGNITION**

- 18.1 The District confirms its recognition of the Association as the exclusive representative for that unit of teachers recognized by the District per its motion dated May 18, 1976, which reads in part:  
  
"...The Eureka Teachers Association/California Teachers Association/National Education Association...the exclusive representative for a unit of all certificated teachers excluding management, confidential, supervisory, counselors, psychologists and substitutes...."
- 18.2 As used in this Agreement, "teacher" refers to all members of the bargaining unit represented by the Association unless the context clearly indicates that the term refers to less than all bargaining unit members.
- 18.3 It is agreed that day-to-day substitutes are not a part of the ETA unit and will be paid based upon salary schedules adopted pursuant to the Education Code.
- 18.4 Temporary teachers are part of the ETA unit. Temporary teachers are teachers serving under a contract which identifies the employment as being temporary in nature and who are temporarily



taking the place of a probationary or tenured teacher who is on leave. Temporary employees shall be paid a salary based upon the same salary schedule as probationary and permanent teachers.

- A. The District will fill vacancies caused by the absence from service of probationary or permanent teachers with temporary employees where the absent probationary or permanent teacher is: (1) known not to return to service for the entire school year; or (2) is known not to return for either the entire first half of the school year or the entire second half of the school year; or (3) where the absent teacher leaves active service during the first half of the school year with at least 50 percent of the teacher duty days in the first half of the school year remaining unserved, and it is known that the absent teacher will not return during the balance of the school year.
- B. When the foregoing criteria are met, the District will post an announcement or vacancy for a temporary teacher with a posting time of five (5) days. The vacancy will be filled from available qualified applications within five (5) days of the end of the posting period. Should there be no qualified applicants; the posting period shall be repeated until the position is filled. During that period of time that follows the creation of the vacancy and until the position is filled with a temporary employee, the position may be filled with a day-to-day substitute. ("Qualified" means that an applicant meets all legal requirements for the posted position.)

- 18.5 Vacancies caused by the transfer, resignation, retirement or death of probationary or tenured employees or vacancies caused by the need to hire new probationary employees may be temporarily filled by non-bargaining unit day-to-day substitutes while replacements are being sought. If, however, these vacancies are not filled within 25 school attendance days of their creation, on the 26th day and each day thereafter, the day-to-day substitute shall be paid a daily rate calculated upon the certificated salary schedule plus an additional factor of 5% of the amount paid as salary in lieu of benefits which will not be provided (State Teachers Retirement System {STRS} will be charged as required by law). This use of day-to-day substitutes will not continue past the latter of the first day of the semester next following or three calendar months.

#### **ARTICLE 19: SALARY SCHEDULE NOTES**

- 19.a. The teachers' basic salary schedule is attached as Appendix C. Retroactive to July 1, 2023 the salary schedule shall be increased by 6.75% on Step 1, 6.5% on Step 2, 6.25% on Step 3, and 6% on all other cells on the schedule
- 19.b. Unit members who were employed as of June 1, 2024 are eligible to receive the retroactive pay for the 2023-2024 school year.
- 19.c. Effective July 1, 2023, the increase described in 19.a will remain on the salary schedule on an ongoing basis.
- 19.d. Effective July 1, 2023 increase the SLP/Nurse salary schedule, the Extra Duty salary schedule, and the rate of pay for hourly teachers (adult education and home and hospital teachers) by 6.0%.

- 19.e. Effective July 1, 2023 increase the Children's Center Salary Schedule by 6% ongoing, and effective July 1, 2024, increase the Children's Center Salary Schedule 10% ongoing.

19.1 Professional Growth.

Credit for the following shall be accepted for advancement on the salary schedule: workshops and programs sponsored by the Office of the County Superintendent of Schools, university or college courses, District and local school workshops, institutes, grade-level or subject-area committee meetings, District and Association committees, curriculum study groups, conventions, cultural programs, conferences, travel courses, etc. For school nurses, continuing education units sanctioned by the Board of Registered Nursing (BRN) shall be accepted and are equivalent to college course credits. In addition, the District may grant enhanced units to teachers for taking courses which enable them to provide District training.

Except for credits earned from college, university and BRN courses, the teacher shall complete a Credit for Advancement form and submit it, before beginning the course or program, to the District Personnel office for approval for professional growth and for assignment of unit value. Professional growth shall be granted pursuant to the requirements of the California State Education Code concerning placement of teachers on the salary schedule.

When professional growth is approved, the District shall assign a unit credit for salary schedule advancement equivalent to the designated unit of the institution or agency offering the course or program. If a unit designation has not been determined by the institution or agency, the District shall assign a unit credit for salary schedule advancement.

The provisions of this article shall be equitably applied to all teachers.

19.2 Placement on the Salary Schedule-Initial

- A. Prior to July 1, 2023 new teachers placed on the Teacher's Basic Salary Schedule were granted credit up to a maximum of ten (10) years of out-of-district experience unless the application of 19.3 allows more credit.

Effective July 1, 2023, teachers placed on the Teacher's Basic salary schedule were granted unlimited years of out-of-district experience.

- B. Teachers with a start date on or after July 1, 2015 with active military service in the United States Armed Forces and honorable discharge therefrom shall be granted one (1) step on the Teacher's Basic Salary Schedule for three to five (3-5) years of active service or two (2) steps for six or more years of active service. To receive service credit, verification of active military service must be filed in the Office of the Superintendent by September 15 or within fifteen (15) days of employment if employment is after September 1. Years of service credit under 20.3 B may apply in addition to years calculated under 19.3.A or 19.3.C.

- C. Teachers who have previously taught in the Eureka City Schools and are re-employed after service in another school district shall be granted full credit for years taught in the Eureka City Schools plus up to five (5) years of experience in other school districts.
- D. Contract teachers who are employed on a part-time basis shall be placed on the Teacher's Basic Salary Schedule on a pro-rata basis.
- E. Career and Technical Education (CTE) teachers will be placed on the Teacher's Basic Salary Schedule according to the CTE Teacher Placement Guide outlined in Appendix X.

### 19.3 Placement on Salary Schedule

- A. Teachers employed for less than a full school day shall be responsible for class preparation and a pro-rated share of extra-curricular activities as described in Board policy.
- B. **FULL TIME**  
If a teacher is required by Board of Education action to serve in his/her regular assignment for a period in excess of the days of service specified as his/her normal work year, he/she shall be reimbursed for those days at his/her regular daily rate. The daily rate will also be used in determining the amount to deduct from any employee's warrant for each day of unexcused absence or absence in excess of authorized leave. The teacher's daily rate is determined by dividing his/her annual contract by the total number of days in the working year. The working year is defined as the total number of days the teacher is required by the governing board to be present for professional assignments.
- C. **PART TIME**  
In determining the salary of part-time teachers, other than those employed irregularly or on a part-time, hourly basis, as needed (i.e., adult education, hourly; or home and hospital instruction, hourly; G.A.T.E. teachers, hourly.), the following salary proration's shall be used:
  - 1. **Secondary (7-12)**  
A ratio that the total number of teaching periods or hours taught bears to the total number of teaching periods or hours taught by full-time teachers.
  - 2. **Elementary (K-6)**  
A ratio that the total number of teaching hours taught bears to the total number of teaching hours taught by full-time teachers in the applicable grade level.

Teachers employed to teach daily during the school year at their assigned grade level for a minimum day or more shall be paid full salary in accordance with Section 45024 of the Education Code.

Certificated teachers not otherwise provided for in this Agreement shall be paid according to the Salary Schedule listed as Appendix C.

D. COLUMN MOVEMENT ON THE SALARY SCHEDULE AND APRIL 1 DEADLINE

All unit members, expecting to move over in salary class because of units, or to add English Language Learners Authorization, must inform the Personnel Office no later than April 1 of each year on the provided district form.

Experience increments for full-time teachers are granted at the beginning of a fiscal year (July 1). One (1) increment, or step, on the salary schedule shall be granted for each year of service in the Eureka City Schools.

Teachers serving two (2) semesters in two (2) years or 75 percent or more of the days in which school is in session during any one (1) school year, qualify for a service increment on the salary schedule for the ensuing school year.

In cases of unforeseen circumstances where it was difficult for a teacher to reasonably expect that he/she would qualify for a class change, and the teacher did not submit the intent to move over by April 1 of the year, the teacher may request class movement no later than the first teacher work day of each year. This request will be reviewed by the ETA President and the Superintendent's designee, who will jointly recommend to the Superintendent who will render the final decision. The major basis of the decision will be whether the teacher would have known by April 1 of the opportunity to earn said units. Failure to meet the deadline due to being unaware of the deadline or a lack of planning does not constitute an "unforeseen circumstance."

Units must be completed prior to the first day of school and verification of units earned on official transcripts must be submitted to Personnel no later than December 1 of each year.

$2/3 \times \text{quarter unit} = \text{semester unit}.$

19.4 Work Year

- A. Librarians/Library Resource Teachers serving grades 6-12 shall report for duty one (1) week before other teachers are required to report for duty and remain one (1) week following the closing of school and are allowed all legal and local holidays between the first day teachers are required for duty in the fall and the last duty day in the spring.
- B. National Naval Defense Cadet Corps (NNDCC) or Navy Junior Reserve Officer Training Corps (NJROTC) instructors will work the regular teacher school year, plus any time necessary of the supervision and management of the NNDCC/ NJROTC Program, including field trips and summer cruises; however, they will be granted at least thirty (30) days leave period during the summer recess.

NNDCC/NJROTC instructors shall receive a \$2,572 yearly stipend, paid monthly. At no time may the salary of an NNDCC/NJROTC instructor exceed the highest salary on the certificated teacher's salary schedule.

Salary increases and adjustments granted to teachers of the Eureka City Schools in no way effect the salaries of NNDCC/NJROTC instructors.

19.5 Method of Salary Payment

Teachers shall be paid at each teacher's option either: 1) in eleven (11) monthly installments beginning in August of one (1) year to and including June of the following year; or 2) in eleven (11) monthly installments beginning in August of one (1) year to and including June of the following year, with 8.33% of the teacher's net pay to be deferred each month payable in one (1) additional warrant in June.

19.6 Off-Schedule Bonus for Hard to Fill Positions

- A. The District may provide a sign-on bonus in the form of a gradually forgiven 0% interest loan for the purpose of employing persons to assume the duties of "hard to fill" positions. Such off-schedule bonus shall be available to unit members hired on or after November 1, 2015 in designated "hard to fill" positions. These positions will be designated by the District in advance after consultation with ETA designee except as herein provided. Advertisements for eligible positions will include notice of the bonus. Current "hard to fill" positions include school nurse, math, and special education positions, and any position that is not filled after the initial recruitment process. The bonus will be in the form of an interest-free "loan" that is waived with continued service. The bonus shall not exceed \$6,000 and may be paid in increments over a period of time not to exceed 3 years.
- B. The person receiving the bonus and the District shall enter into an agreement with the terms specified including amount of bonus, number of years of satisfactory service before loan is forgiven and other terms. The number of years of satisfactory service required for full forgiveness of the loan shall not exceed three (3) years.

**ARTICLE 20: SAVINGS PROVISION**

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

**ARTICLE 21: SCHOOL CALENDAR**

The school calendar shall include one hundred eighty-two (182) teacher duty days plus four (4) Professional Development days or the equivalent. The Professional Development days are mandatory.

Each "day" will total 7 hours and 15 minutes with appropriate lunch and breaks. Each teacher will be required to sign in and out of each session. Part-time teachers shall work the full day at the full per-diem rate. Leave provisions of this contract shall apply except that it is agreed by the parties that leave

provisions shall be limited to serious situations such as personal illness of a staff member, the illness of an immediate family member which requires the presence of the teacher, accident involving his or her person, or member of the immediate family, bereavement leave, or jury duty. It is the expectation of the parties to include professional development days as part of future calendar agreements.

Calendar negotiations will begin no later than the month of January, approximately 18 months in advance of the calendar year to be negotiated. The calendar will be agreed upon by April 1, approximately 15 months in advance if its implementation. When agreement is reached upon the calendar, it shall be separately approved as a binding agreement, independent of negotiations on other contract changes for the school year.

## **ARTICLE 22: SUPPORT OF AGREEMENT**

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear or cause members to appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiate process except by mutual agreement of the District and the Association.

## **ARTICLE 23: TEACHER HOURS**

23.1.a An on-site teacher duty day is defined as six hours and 45 minutes.

Effective January 3, 2022 grades TK -5 will have a common release time by decreasing the instruction day for grades 4-7 by seven (7) minutes and increasing the instruction day for grades TK – 3 by 18 minutes.

Unit members will be on site during this time unless prior notice is given via email to the site principal and his/her secretary. In addition, full time unit members shall receive at least a 30-minute duty free lunch.

Except for staff teaching a zero period, the duty day will not begin before 8 am nor end after 3:45 pm unless otherwise provided in this Agreement. (Effective January 3, 2022, for the 2021-22, 2022-23, and 2023-24 school years only, the duty day will not begin before 8:00 am nor end after 3:55 pm.) If a start time is adjusted, then the end time will be adjusted by the same amount of time. A start time (and thus the end time) shall not be adjusted by more than fifteen minutes. The District will provide written notice of start and end times for the upcoming school year to all unit members on or before June 1<sup>st</sup>.

Teachers agree to be available for pupil conferences as needed during and after their normal school day and parent conferences, upon prior request.

Federal law requires at least one general education teacher to attend IEP meetings of a student who is, or may be participating in the regular education environment (IDEA Sec. 300.321). Teachers

are required to attend meetings including those that are outside of the regular workday. If a general education teacher is required to attend SST/IEP/504 meetings, empathy interviews, and/or parent conferences after the duty day, the teacher will be compensated at the teacher hourly rate for meeting time beyond the first ten (10) cumulative hours in the school year. Time will be tracked on a Google sheet at each site with separate tabs for each unit member.

23.1.b Part-time hours for secondary:

A part-time teacher will report for teaching at least ten (10) minutes before teaching assignment. Start and end time shall be mutually agreed upon by teacher and site administrator and must be within the full time work day (except for Zero (0) Period) given the following:

20% = 1 teaching period within 1 hour and 27 minutes  
40% = 2 teaching periods within 2 hours and 54 minutes  
60% = 3 teaching periods within 4 hours and 21 minutes  
80% = 4 teaching periods within 5 hours and 48 minutes

23.2 Under special circumstances, a teacher may request a temporary modification of his/her duty day. Requests shall be filed with the principal at least twenty-four (24) hours in advance on forms provided by the District. Modification must receive approval in advance by the building principal. Such modification will insure the equivalent minimum duty time to be spent on site and may include some flexible arrangement within a three-day period of the day to be affected by the modification.

23.3 Elementary classroom teachers (TK-6 grade) shall have preparation time for classroom preparation and planning purposes (used for the preparation of instructional materials and other instructional-related activities), teacher/student conferences, and teacher/parent conferences. Training videos that are not a condition of employment from the State are not to be assigned during prep time. Prep time is as follows:

- A. The period from the end of the student contact day to the end of the work day; and
- B. An additional 75 minutes per week during the Instructional day. All attempts will be made to schedule itinerant teachers for two uninterrupted blocks of time for classroom teachers. If a teacher's prep block is interrupted by recess or lunch, it will not happen to the teacher the following year. The itinerant coverage schedules will not be modified during partial weeks.
- C. Preparation time as specified above shall be provided through the hiring of additional student contact teachers in CORE Academic/Elective curricular areas as determined by the programmatic needs of the District and/or the talents available in the labor market. Itinerant teachers will be assigned prep period coverage, working with no more than one class at a time.

If 6<sup>th</sup> grade is located on a middle school campus, 6<sup>th</sup> grade teachers shall receive the same preparation period as 7<sup>th</sup> and 8<sup>th</sup> grade teachers.

D. Itinerant teachers may be used to release classroom teachers to provide intervention services during the instructional day. Teachers will not be required to provide intervention services during preparation time as specified in paragraph B, above.

- 23.4 Secondary classroom teachers shall have assigned preparation periods to be used for classroom preparation and planning purposes (used for the preparation of instructional materials and other instructional-related activities), teacher/student conferences, teacher/parent conferences, and for covering other teacher's classes, as has been past practice. Training videos that are not a condition of employment from the State are not to be assigned during prep time.
- 23.5 Regular full-time contract secondary classroom teachers shall have five (5) teaching periods and one (1) preparation period, except for Zoe Barnum teachers, who have six (6) teaching periods and two (2) preparation periods, as is current practice. Schedule includes a thirty (30) minute duty free lunch.
- 23.6 Instructional time shall be provided to maintain the SB 813 Expanded Day requirements. The instructional minutes shall remain the same as provided in the 2017-18 school year.

2017-2018 Instructional Minutes:

Elementary:	Kindergarten:	36,000 Minutes
	1 <sup>st</sup> -3 <sup>rd</sup> :	50,400 Minutes
	4 <sup>th</sup> & 5 <sup>th</sup> :	54,000 Minutes
Middle School:	6 <sup>th</sup> – 8 <sup>th</sup>	54,000 Minutes
High School:	9 <sup>th</sup> – 12 <sup>th</sup>	64,800 Minutes
Alternative High School	9 <sup>th</sup> – 12 <sup>th</sup>	33,480 Minutes

Lunch, recess and break include passing times.

Student contact on minimum days for elementary grades shall not exceed 4 hours and 50 minutes.

- 23.7 At the discretion of the Administration, and with the agreement of the teacher, a six (6) period teaching day the first semester, and a four (4) period teaching day the second semester, could be utilized. Payment schedules are to be arranged between the teacher and the District.
- 23.8 At the discretion of the Administration, and with the agreement of the teacher, a teacher may teach six (6) periods in a semester or school year. During the semester the teacher teaches six (6) periods, payment will be based on a 1.165 formula. If the affected teacher resumes a five (5) period teaching day the following semester or year, payment would revert to the 1.0 formula on a teacher's placement on the salary schedule.

The Administration determines if such an arrangement is mutually beneficial and how long it would continue on a semester by semester (or year by year) basis.



23.9 The instructional schedule shall include weekly collaboration time. The collaboration will contain the following elements:

1. Collaboration shall be every Monday of the instructional year.
2. Collaboration allows staff to utilize collective inquiry to solve a common problem or explore options utilizing a collaborative cycle to focus on improvement, utilizing data to make decisions, reflection on professional practice, and commitment to continuous improvement. The purpose of collaboration time includes but is not limited to: carrying out the goals outlined in the District's Local Control and Accountability Plan; examining student assessment systems and data; grade level, department/subject matter, and site-wide meetings; discussion of intervention/modification/differentiation possibilities; and implementation of District and site initiatives.
3. For the 2024-25 school year, Pilot 1 and Pilot 2 will be in place with collaboration language discussed in the Spring 2025 in advance of the 2025-26 school year. This item is an automatic reopener and does not take the place of a unit or District reopener. (See Appendix J for more information on Pilot 1 and Pilot 2.
4. Weekly collaboration shall be 60 minutes in length.

23.10 Advisory period at Middle School –

A committee will be developed at each Middle School site to determine the parameters of the Advisory period and will meet by January 15, 2022. Each committee will consist of two (2) unit members chosen by ETA and two (2) management employees chosen by the District.

These committees will be tasked with developing the Advisory periods for the Middle Schools. Each committee's decision will apply beginning in 2022-23 and will be rendered no later than May 15, 2022. In the event a committee is unable to reach a majority in favor of a particular Advisory period model, then the options under discussion by the committee shall be submitted to the unit members at the school site for a vote, and the school site shall adopt the option receiving the most votes for the following school year. Either the Association or the District may request a reconvening of this committee by April 1 for the following school year. If the committee does not reconvene, the current year's schedule shall be implemented for the following school year.

At the discretion of this committee grades may or may not be required during the Advisory period, and whatever schedule(s) are determined by the committee shall not be considered an additional period. The Advisory period shall not reduce or increase the number of instructional minutes at the sites.

## **ARTICLE 24: TEACHER SAFETY**

24.1 The District shall provide safe working conditions.

24.2 Safety related repairs or maintenance to the physical facilities of the District shall receive primary consideration.

- 24.3 Teachers shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety or well-being, should an official of a Public Health and Safety Office or a public agency of competent jurisdiction indicate that a potential problem exists.
- 24.4 It is the responsibility of the teacher to call any such conditions to the attention of their immediate supervisor. Such notice will be in writing and a copy will be provided to the Association. The District will provide the teacher with a response within ten (10) days of receipt. A copy of the District's response will be sent to the Association.
- 24.5 A. Teachers who are assigned students with disabilities shall be informed in advance of those needs and provided appropriate training to handle such needs.
- B. The District will neither request nor assign classroom teachers to health and/or medically related duties for which they are not credentialed or licensed. Nothing in this section will prevent classrooms teachers from voluntarily assisting students with health and medical procedures with which the teacher is familiar.
- 24.6 Any teacher who is asked to receive or who is assigned a student with known behavior problems or known violence-related behavior; or whose parent(s) or guardian(s) are known to have shown similar actions, shall be immediately informed of the facts known to the District.
- 24.7 Any suspensions throughout the year will be communicated to the unit members who work with the students within two (2) duty days.
- 24.8 Teachers have the right to suspend pupils for causes as permitted by the Education Code 48910 for the day of and the following day for each infraction. The unit member shall immediately report the suspension to the site administrator/designee and send the student to the site administrator/designee for appropriate action. The site administrator/designee shall make the determination as to whether the student will remain on-site or have the parent/guardian remove the student from the school site for an out-of-school suspension.
- As soon as possible following the suspension from class, the unit member shall make best efforts to invite the student's parent/guardian to attend a family/unit member conference regarding the suspension as required by law. Under no circumstances shall the suspended student be placed into any other unit member's workspace for the duration of the suspension by the teacher. Annually, unit members shall be informed of the right to suspend and the site placement protocol for students that have received a suspension by teacher.
- 24.9 In the interest of teacher safety, the District will make provisions for communication systems in all newly constructed facilities. Communication systems for existing schools will be requested on the basis of one school each year if the parties mutually agree that funds are available.
- 24.10 (A) If a unit member is assaulted, battered, verbally or physically threatened by a student, parent/guardian or relative of a student in connection with their employment, the unit member shall report the incident in full detail to their immediate supervisor on the day of

the incident. Such notification shall be immediately forwarded to the Superintendent, or his/her designee. The unit member may first report the incident to appropriate law enforcement at their discretion with safety being the primary concern. If law enforcement authorities are not contacted by the unit member, the District has the responsibility to submit a report of the incident (as required by law) to appropriate law enforcement as soon as practicable. The site administrator/District shall communicate to the unit member any steps taken to address the behavior(s) before there is any contact between the involved parties.

- (B) If a unit member leaves work during the instructional day due to the unit member being physically assaulted by a student or parent/guardian, the district shall pay the teacher their regular pay, and the unit member shall not be charged accrued time for the remaining part of that duty day.

- 24.11 If a unit member has a safety concern about a student returning to class after the student is subject to discipline, the unit member must notify the site administrator and there shall be a joint conference between the Superintendent's designee and the unit member, before the student returns to class. The results of this conference will include establishing or modifying a written plan to address the behavior of the student.
- 24.12 If Police presence is summoned to a school site for a safety concern, administration will provide notice to all unit members at the site as soon as practicable.
- 24.13 If a site administrator and CARE Specialist (Admin Designee) are going to both be off campus, an all-staff email will be sent detailing who the admin designee is prior to both leaving campus.

## **ARTICLE 25: TEACHER TRAVEL**

- 25.1.a Teachers authorized, as a part of their regular teaching assignment, to travel in their vehicles from one district work site to another, shall be reimbursed. Reimbursement shall be based upon monthly reports of mileage traveled at the rate recognized by the Internal Revenue Service for tax purposes. Changes in said rate shall begin January 1 of the calendar year following the Internal Revenue Service change.
- 25.1.b Every effort shall be made to avoid split assignments for secondary (Middle School/High School) teachers that require teacher travel between two secondary sites. A split assignment is defined as teaching at least one period at two different sites. When a secondary teacher has a split assignment, they will be compensated for travel at \$1000 per semester in lieu of monthly mileage claim.

## **ARTICLE 26: TRANSFERS AND ASSIGNMENT**

A transfer refers to an action which results in the movement of a teacher from one school to another school. A transfer may be teacher-initiated or administratively initiated. Assignment refers to movement of a teacher within a school.

## 26.1 Teacher Request for Transfer

- A. Notification of a teacher vacancy shall be posted via an all user email. The specific qualifications and characteristics of the opening shall be listed in the posted notification.
- B. A teacher may submit a transfer request letter that includes the desired grade level, site, reasons for the transfer, and the teacher's qualifications to the District Personnel Office. Requests remain valid until the tenth (10th) day following the opening of school.
- C. All teachers in the District who apply for a unit member opening shall receive an interview. The site supervisor shall be available to consult on the qualifications and characteristics desired.
- C. Voluntary transfers shall be based on the applicant's qualifications. If two District teachers are fairly equal in qualifications, seniority will be the deciding factor.
- D. Vacancies will be filled by District volunteers unless such placement would be disruptive to the educational program of the affected schools.
- F. Whenever a teacher's request for transfer is denied, the Superintendent or designee shall, upon written request, give such teacher a clear written explanation of the actual and specific reason(s) for such denial.

## 26.2 Teacher-Initiated Transfer based on over/under staffing

- A. Following the assessment of the District's educationally related needs and staffing patterns, the District shall determine that a teacher vacancy exists. Notification of the vacancy shall be via an all certificated user email. The notification shall be as specific as possible, including the anticipated subject area(s) (secondary) or anticipated grade level(s) (elementary) and whether traditional or year-around calendar.  
  
If at the time of posting, a school or schools in the District is/are determined in the judgment of the Superintendent or his designee to be overstaffed, such notice will identify the overstaffed school(s) and will state that volunteers from the overstaffed school(s) will receive first consideration.
- B. A teacher may submit a transfer request letter that includes the desired grade level, site, reasons for the transfer, and the teacher's qualifications to the District Personnel Office. Requests remain valid until the tenth (10th) day following the opening of school.
- C. Voluntary transfers shall be based on the applicant's qualifications.
- D. Vacancies will be filled by volunteers unless such placement would be disruptive to the educational program of the affected schools.

- E. Whenever a teacher's request for transfer is denied, the Superintendent or designee shall, upon written request, give such teacher a written statement of the reason(s) for such denial.
- F. If no qualified teacher(s) voluntarily applies for transfer, the District shall actively seek volunteers. If a qualified volunteer(s) is/are not found, the Superintendent or designee shall implement section 26.3 below.

### 26.3 Involuntary Transfer of Teachers based on over/under staffing

- A. The Superintendent or designee shall determine which school(s)/programs is/are over or under staffed, if it is not already listed on the vacancy notice. The preliminary determination of under/over staffing will be made by May 31.
  - 1. In making involuntary transfers, all teachers at the over or under staffed schools/programs (e.g. Center for Independent Study, Home & Hospital-) with the following qualifications for the vacancies will be placed in an eligibility pool:
    - a. Appropriate credential
    - b. Education/Training/Experience

Secondary vacancy: Major/Minor or reasonable equivalent thereof in post graduate study in the vacancy subject area. This includes, but is not limited to, a series or combination of classes/workshops for which units are claimed for advancement on the District salary schedule; and/or present/recent/previous teaching experience of a non-incidental nature in the subject matter vacancy. Teacher would have to meet HQT/NCLB requirements as well as California (CCTC) assignment credential requirements.

Elementary vacancy: Recent primary or intermediate grade level experience. NOTE: if the vacancy is a 3/4 combination, any teacher with present/recent teaching experience in grades 2-5, inclusive, shall be considered in the pool.
    - c. Any other specialized qualifications required by the vacancy notice.
  - 2. From this list of qualified teachers, the teacher with the least district-wide seniority will be transferred to the vacant position unless the Superintendent or designee determines that the transfer of that teacher would be unduly disruptive to the educational program of the over or under staffed school. In such event, the next least senior will be transferred.
  - 3. Seniority shall be determined as required by the Education Code for layoffs.

4. The Superintendent or designee shall meet with the teacher to be involuntarily transferred to explain the reason for the transfer. For involuntary transfers to take place in the subsequent school year, notice shall be given as soon as possible to the teacher potentially to be transferred, for transfers related to the over or under staffing determination.
  5. Upon request, the reasons for transfer decisions shall be supplied to the teacher, in writing, within three (3) days.
  6. Teachers transferred after the last day of school but before five (5) weekdays prior to the first duty day shall be given two (2) days of release time or two (2) days of pay at their per diem rate (for preparation during non-duty time) to prepare.
  7. Teachers transferred after 5 weekdays before the first duty day of the school year shall be given four (4) days of release time or four (4) days of pay at their per diem rate (for preparation during non-duty time) to prepare.
  8. Teachers to be involuntarily transferred shall have the right to request a transfer for any other opening for which they are qualified.
  9. An involuntarily initiated transfer of a teacher shall not result in a reduction of the teacher's regular salary, seniority or any fringe benefits.
  10. For implementation of a vacancy pool for the elementary level, every 3/4 grade combination teacher shall declare, in writing, to the District, whether or not they consider themselves a primary or intermediate grade level teacher. Such designation is to remain in effect for the term of the contract.
- B. If under or over staffing occurs at a school site after May 31 the Superintendent or designee shall meet with the ETA President or designee to demonstrate the District's need to involuntarily transfer the impacted unit member(s) and discuss any potential alternatives.
- C. The unit member will be given first consideration to return to any vacancy in the original or substantially similar assignment during the school year of the transfer and the following school year, upon written request by February 1<sup>st</sup>, except where the District would be unable to fill the resulting vacancy. Denial of such a request shall be accompanied by a clear explanation of the actual and specific reasons for the decision.

#### 26.4 District Initiated Involuntary Transfers

If the District Superintendent determines that an involuntary transfer is necessary to meet the educational needs of the District outside of the provisions of 26.3.A, the District may transfer a certificated unit member where Article 26.3.A does not apply.

In exercising this section of the contract, the District must consider the credential needs, special skills or experience, and environmental changes/needs at the site. The District may transfer involuntarily under this section up to four (4) unit members in a fiscal year. The District may not exercise this right arbitrarily or capriciously, or to discriminate or retaliate against any unit member.

Notice of an involuntarily initiated transfer shall be made as soon as possible. If notice is given after July 1, the unit member transferred will be given four (4) days of pay at their daily rate to prepare for the new assignment and assistance in moving.

The District will notify the Association President in writing when this section is used, and provide the Association with written reasons for the transfer upon request.

Teachers involuntarily transferred under this section shall not be transferred in the following 36 months under the provisions of 26.4.

## 26.5 Assignment

- A. A concerted effort will be made at least every five (5) years to honor a teacher's request for assignment to another grade level. Denial of such a reassignment request shall be accompanied by a clear explanation of the actual and specific reasons for the decision.

Teachers affected by reassignment shall be informed of such decisions as soon as possible.

- B. Involuntarily initiated assignment which results in movement of a teacher into a new subject area within the same school shall be conditional upon the following:
1. Teachers with general Secondary Credentials shall teach within their major or minor areas, or areas of previous teaching experience, or areas in which the teacher has, since district employment, obtained unit credit which has been used for salary advancement, unless the teacher agrees to teach outside those areas. Career Education may be assigned to any holder of General Secondary credential. Teacher would have to meet HQT/NCLB requirements as well as California Commission on Teacher Credentialing (CCTC) assignment credential requirements.
  2. Teachers who are assigned to teach subjects in which they have had no recent experience shall be notified of that assignment as soon as reasonably possible to allow for preparation.
- C. Teachers shall be informed of their preliminary schedule—grade level for elementary/self-contained and classes for secondary by June of the previous school year and by December for the spring semester classes. If changes must be made, the teacher will be informed of what circumstance required the change.

- a. In the event that the preliminary schedule results in a change in the duty day, the teacher shall be notified by June 1 for the fall semester or by December 15 for the spring semester unless the District has an unanticipated subsequent vacancy. The Superintendent or designee shall meet with the teacher to explain the reason for the change in duty day.

## **ARTICLE 27: PEER ASSISTANCE AND REVIEW PROGRAM**

The parties agree to remove the language from Article 27 effective July 1, 2024, with the agreement that if the State of California funds this program in the future, the current language (Article 27 from the Agreement Between Eureka City Schools and the Eureka Teachers Association, July 1, 2021 through June 30, 2024) will be reinstated.

## **ARTICLE 28: SPECIALIZED INSTRUCTIONAL SERVICES**

- 28.1 Effective July 1, 2023 hourly Adult Education teachers shall receive compensation based on the following formula.

	HOURLY RATE
	<u>7/01/23</u>
25 or more students	\$ 38.81
22-24 students	\$ 34.12
18-21 students	\$ 26.49

### **28.2 Adult Education**

- A. Adult Education teachers who teach thirty (30) hours per week or more are considered full time.
- B. Permanency as an Adult Education teacher shall be attained only to those unit members who work more than 18 hours per week (more than 60% of 30 hours).
- C. In order to achieve permanency as an Adult Education teacher, a unit member must serve 75% of the regular school year (instructional days) and more than 60% of the hours of a full time assignment for two (2) consecutive years. Sixty percent (60%) or less is considered temporary.
- D. Permanency shall be attained only for the average number of hours per week which unit members serve during their two (s) consecutive probationary years.
- E. Steps on the salary schedule are based on years of teaching with an appropriate credential.
- F. Adult Education teachers are expected to outreach in the community and take an active part in attracting students to the program. The target is 25 or more students per class.
- G. Contracted adult school teachers shall have no more than thirty (30) hours of student contact per week. (moved from Article 25.7)



H. Regular Adult Education teachers shall be given preference in Adult Education summer school hiring.

28.3 Contract adult school teachers shall have no more than thirty (30) hours of student contact per week.

28.4 Effective July 1, 2023 Home and Hospital teachers shall be paid according to the following schedule.

#### HOURLY RATE

<u>STEP</u>	<u>7-01-23</u>
1	\$ 34.95
2	\$ 36.72
3	\$ 38.56
4	\$ 40.48
5	\$ 42.53
6	\$ 43.73
7	\$ 44.94
8	\$ 46.14
9	\$ 47.35
10	\$ 48.56

A. To qualify for a service increment (step) on the Home and Hospital schedule, teachers shall work at least 800 hours in one year or at least 400 hours in each of two years.

B. Home and Hospital teachers shall be entitled to dental, medical, and vision benefits if they teach 550 hours in one school year (Article 9: Employee Benefits, No. 7). At least two (2) Home and Hospital teachers shall receive full District-paid benefits for the entire year and shall receive at least 800 hours work each year. Teachers eligible for these “full time” (800 hour) positions shall be the five (5) teachers who have worked the most hours during the previous two years. For the initial selection one position shall be filled by application and District selection; one position shall be filled by seniority. Subsequent vacancies shall be filled by application. (Seniority shall be determined by the total number of hours worked in the previous two years.) The method of assigning students and hours shall not be arbitrarily changed unless mutually agreed upon by the administrator and teacher.

C. Effective July 1, 2024 through June 1, 2025, the parties agree to pay the two (2) Home and Hospital teachers who are guaranteed 800 hours annually, a minimum of 80 hours each month for 10 months, starting in September. Actual hours worked will be accumulated against the 80 hours of pay each month, and once the teacher has completed 800 hours for the year, the teacher will be paid at their hourly rate for the additional hours worked. This process will be piloted during the 2024-2025 school year and evaluated in an ETA/District informal meeting in May 2025 regarding the outcome. The District and ETA will meet to determine the benefits vs. the drawbacks, and if both parties find it favorable, the process will continue. If either party wishes to return to the process outlined in the above paragraph, this language will sunset effective June 30, 2025.

- D. Home and Hospital teachers shall have two (2) hours of paid time for preparation and teacher consultation to initiate each new student assignment.
  - E. When students miss scheduled Home and Hospital teacher visits, the teacher shall return to his/her home base to perform appropriate alternative activities and shall be paid for the scheduled time.
- 28.5 Regular Adult Education teachers shall be given preference in Adult Education summer school hiring.
- 28.6 Effective July 1, 2024 hourly Adult Education Teachers and Home and Hospital Teachers shall be paid according to the following schedule:

**Hourly Adult Education and Home & Hospital Salary Schedule 7-01/24 (Combined Schedule)**

<u>STEP</u>	<u>7-01-23</u>
1	\$ 34.95
2	\$ 36.72
3	\$ 38.56
4	\$ 40.48
5	\$ 42.53
6	\$ 43.73
7	\$ 44.94
8	\$ 46.14
9	\$ 47.35
10	\$ 48.56

- 28.7 Teacher Hourly Rate – As of July 1, 2024, the teacher hourly rate (including summer school) shall be \$40.00 per hour.
- 28.8 Teachers on Special Assignment as Instructional Coaches (IC) and CARE Specialists
- a. In accordance with the job description for this position, individual unit members assigned as an IC or CARE Specialist will work with other unit members for the purpose of providing information and assistance on curriculum, model lessons, academic and instructional support and professional development either on an individual or group basis.
  - b. An IC or CARE Specialist shall have no authority over, direct, or evaluate other unit members.
  - c. An IC or CARE Specialist will not provide evaluative feedback to administration or any third party regarding the work of a unit member with whom the IC is working as a coach.
  - d. The IC or CARE Specialist will provide written and/or verbal feedback to the unit member regarding the coaching cycle and mutually agreed upon goals between the coach and teacher. The coaching cycle will not exceed six (6) weeks.

- e. If a unit member is not satisfied with a coaching cycle, the unit member will have a meeting with the Instructional Coach and site administrator to determine if a solution is possible. **If there is not agreement between the unit member and administrator**, the coaching cycle may be paused or canceled. The team will agree on a start date for renewing the cycle.
- f. An IC will not perform administrative functions as part of their IC assignment, except when designated Administrator on Duty (Admin Designee) during times the site Principal is not on campus. When the Principal is away from the site for less than a full day, the CARE Specialist may be asked to serve as the Admin Designee. Normally, when the Principal is away for a full day, the District will first attempt to fill the need for a site administrator by hiring someone from the Administrative Substitute list. However, if a substitute is not available, the CARE Specialist may be called upon to fill the role of Admin. Designee. In recognition of this extra responsibility, each CARE Specialist will receive \$1,500 per year in the form of a stipend to be paid with June 2024 paycheck.
- g. The CARE Specialist will support the designated school site with additional duties, not limited to SST's, progress monitoring, CAASSP coordination, and GATE Identification.
- h. An IC will not perform administrative functions as part of their IC assignment, except when designated Administrator on Duty (Admin Designee) during times the site Principal is not on campus.

**This reflects the full agreement of the parties and, closes negotiations for 2024-25. For 2025-26 the parties agree to open on compensation and benefits, the collaboration pilot, and two (2) articles each, and for 2026-27 the parties agree to open on compensation and benefits and two (2) articles each.**

The foregoing is agreed to by the Association and the Eureka City Schools Board of Education.

ETA/CTA/NEA



ETA Bargaining Chair

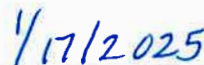


Date

Eureka City Schools



Exec. Director of Personnel Services



Date

# Children's Center Salary Schedule

Effective July 1, 2023

Step	Class I Permit	Class II Permit +60	Class III Permit +80	Class IV Permit* +BA	Class V Permit* +BA+15	Class VI Permit* +BA+30
	CL 1	CL 2	CL 3	CL 4	CL 5	CL 6
<b>1</b>	33,262 150.51	34,526 156.23	35,791 161.95	39,584 179.11	40,848 184.83	42,115 190.57
<b>2</b>	34,209 154.79	35,473 160.51	36,739 166.24	40,531 183.40	41,796 189.12	43,060 194.84
<b>3</b>	35,156 159.08	36,422 164.81	37,687 170.53	41,480 187.69	42,743 193.41	44,009 199.14
<b>4</b>	36,105 163.37	37,369 169.09	38,635 174.82	42,429 191.98	43,694 197.71	44,958 203.43
<b>5</b>	37,054 167.67	38,318 173.38	39,584 179.11	43,378 196.28	44,640 201.99	45,905 207.71
<b>6</b>	38,003 171.96	39,268 177.68	40,531 183.40	44,325 200.57	45,591 206.29	46,854 212.01
<b>7</b>	38,951 176.25	40,215 181.97	41,480 187.69	45,275 204.86	46,540 210.59	47,802 216.30
<b>8</b>	39,898 180.53	41,165 186.27	42,429 191.98	46,221 209.14	47,488 214.88	48,752 220.60
<b>9</b>	40,848 184.83	42,115 190.57	43,378 196.28	47,171 213.44	48,436 219.17	49,700 224.89
<b>10 - 23</b>	41,796 189.12	43,060 194.84	44,325 200.57	48,120 217.74	49,382 223.45	50,649 229.18
<b>24 - 26</b>	43,141 195.21	44,447 201.12	46,735 211.47	50,658 229.22	56,211 254.35	57,520 260.27
<b>27</b>	44,532 201.50	45,881 207.61	48,247 218.31	52,301 236.66	58,037 262.61	59,390 268.73

\*Teaching Credential and Children's Center authorization may be used in lieu of Permit for Unit Conversion Table. See Appendix D.

Work year is 221 Days  
6% Rate Increase from 12/01/22

Board Approved 11-14-24

## Children's Center Salary Schedule

Effective July 1, 2024

Step	Class I Permit	Class II Permit +60	Class III Permit +80	Class IV Permit* +BA	Class V Permit* +BA+15	Class VI Permit* +BA+30
	CL 1	CL 2	CL 3	CL 4	CL 5	CL 6
<b>1</b>	36,588 178.48	37,979 185.26	39,370 192.05	43,542 212.40	44,933 219.19	46,327 225.99
<b>2</b>	37,630 183.56	39,020 190.34	40,413 197.14	44,584 217.48	45,976 224.27	47,366 231.06
<b>3</b>	38,672 188.64	40,064 195.43	41,456 202.22	45,628 222.58	47,017 229.35	48,410 236.15
<b>4</b>	39,716 193.74	41,106 200.52	42,499 207.31	46,672 227.67	48,063 234.45	49,454 241.24
<b>5</b>	40,759 198.82	42,150 205.61	43,542 212.40	47,716 232.76	49,104 239.53	50,496 246.32
<b>6</b>	41,803 203.92	43,195 210.71	44,584 217.48	48,758 237.84	50,150 244.63	51,539 251.41
<b>7</b>	42,846 209.00	44,237 215.79	45,628 222.58	49,803 242.94	51,194 249.73	52,582 256.50
<b>8</b>	43,888 214.09	45,282 220.89	46,672 227.67	50,843 248.02	52,237 254.81	53,627 261.59
<b>9</b>	44,933 219.19	46,327 225.99	47,716 232.76	51,888 253.11	53,280 259.90	54,670 266.68
<b>10 - 23</b>	45,976 224.27	47,366 231.06	48,758 237.84	52,932 258.20	54,320 264.98	55,714 271.77
<b>24 - 26</b>	47,455 231.49	48,892 238.50	51,409 250.78	55,724 271.83	61,832 301.62	63,272 308.64
<b>27</b>	48,985 238.95	50,469 246.19	53,072 258.89	57,531 280.64	63,841 311.42	65,329 318.68

\*Teaching Credential and Children's Center authorization may be used in lieu of Permit for Unit Conversion Table. See Appendix D.

Work year is **205** Days  
10% Rate Increase from 7/01/23

**Board Approved 11-14-24**

# 2023-2024 Extra Duty Salary Schedule (Effective 7/1/2023)

## APPENDIX B

		Step	Stipend
<b>CLASS I</b>	Basketball, Boys 6th Grade	MS	\$2,492
	Basketball, Boys 7th Grade	MS	
	Basketball, Boys 8th Grade	MS	
	Basketball, Girls 6th Grade	MS	
	Basketball, Girls 7th Grade	MS	
	Basketball, Girls 8th Grade	MS	
	Cheerleaders	MS	
	Cheerleaders, Asst. Soph/Frosh, Basketball	SH	
	Cheerleaders, Asst. Soph/Frosh, Football	SH	
	Golf, Co-ed 6th - 8th Grade	MS	
	Music Director (Y)	MS	
	ROTC Drill Team/Rifle Team (Y)	SH	
	Soccer, 7th Grade	MS	
	Soccer, 8th Grade	MS	
	Student Gov't Advisor Extra Curric (Y)	MS	
	Track, Boys	MS	
	Track, Girls	MS	
	Volleyball Girls 7th Grade	MS	
	Volleyball Girls 8th Grade	MS	
	Wrestling, Co-ed 6th - 8th Grade	MS	
	Yearbook & Journ. Within Curric (Y)	MS	
	Yearbook & Journalism (Y)	ZOE	
<b>CLASS II</b>	Baseball, Junior Varsity	SH	\$2,785
	Basketball, Frosh Boys	SH	
	Basketball, Frosh Girls	SH	
	Drill Team	SH	
	Football Frosh	SH	
	Football Assistant, Junior Varsity	SH	
	Softball, Junior Varsity	SH	
	Soccer, Junior Varsity Boys	SH	
	Soccer, Juniro Varsity Girls	SH	
	Yearbook & Journ Extra Curric (Y)	MS	
<b>CLASS III</b>	Basketball Assistant	SH	\$2,842
	Basketball, Junior Varsity	SH	
	Cheerleaders Head, Varsity Basketball	SH	
	Cheerleaders Head, Varsity Football	SH	
	DECA	SH	
	FFA	SH	
	Journalism (Y)	SH	
	Soccer Assistant	SH	
	Student Gov't aAdv/Activity Director (Y)	SH	
	Track Assistant	SH	
	Volleyball Assistant	SH	
	Volleyball, Junior Varsity	SH	
	Wrestling Assistant	SH	
	Yearbook (Y)	SH	
<b>CLASS IV</b>	Cross Country	SH	\$3,493
	Football Head, Junior Varsity	SH	
	Golf, Boys	SH	
	Golf, Girls	SH	
	Summer AG	SH	
	Swim	SH	
	Tennis, Boys	SH	
	Tennis, Girls	SH	

# 2023-2024 Extra Duty Salary Schedule (Effective 7/1/2023)

## APPENDIX B

Continued

<b>CLASS V</b>	Baseball, Head	SH	\$3,916
	Forensics (Y)	SH	
	Football Assistant, Varsity	SH	
	Instrumental Music (Y)	SH	
	Softball, Varsity	SH	
	Soccer, Head Boys	SH	
	Soccer, Head Girls	SH	
	Theater Arts (Y)	SH	
	Track, Head	SH	
	Vocal Music (Y)	SH	
	Volleyball, Head	SH	
	Wrestling, Head Boys	SH	
	Wrestling, Head Girls	SH	
<b>CLASS VI</b>	Football, Head	SH	\$4,384
	Basketball, Head Boys	SH	
	Basketball, Head Girls	SH	
<b>CLASS VII</b>	Athletic Director (Y), Middle School	MS	\$4,905
<b>CLASS VIII</b>	Athletic Director (Y)	SH	\$7,318
	Athletic Trainer (Y)	SH	*\$19,300

\*Paid over 10 months. Includes hydration testing. District pays for supplies and related lab fees.

(Y) Year round position-Compensated at end of year (June)

All other positions to be compensated at end of assignment provided all requirements are met.

ECS employees who work 0.5 FTE or more who provide a stipend service will receive an additional 5% of the stipend amount.

## Effective 7/01/2024

### Other Stipends Negotiated in the Contract Stipends Effective 7/01/24

Site Leadership Team Members	\$	1,200
Elementary English Learner Advisor	\$	1,500
Secondary English Learner Advisor	\$	2,000
AVID Advisor	\$	1,000
High School Class Advisors		
9th Grade	\$	1,000
10th Grade	\$	1,500
11th Grade	\$	2,000
12th Grade	\$	2,500
High School Department Chairpersons		
Tier 3 = 30 or more Sections	\$	3,000
Tier 2 = 20-29 Sections	\$	2,000
Tier 1 = 1-19 Sections	\$	1,000
Education Specialists	\$	2,000
Gen Ed Teachers Co-Teaching	\$	1,000
Teacher Hourly Rate	\$	40

Board Approved 11-14-24

# Teacher's Basic Salary Schedule

APPENDIX C

Effective as of July 1, 2023

Step	Class IIB	Class IIIB	Class IVB
	BA/BS Degree	BA/BS Degree 60 Units OR 45 Units Including Master's	BA/BS Degree 75 units OR 60 units Including Master's
1	50,021 268.93	51,712 278.02	53,402 287.11
2	50,549 271.77	52,443 281.95	55,982 300.98
3	51,073 274.59	54,809 294.67	58,550 314.78
4	53,231 286.19	57,170 307.37	61,106 328.53
5	55,510 298.44	59,656 320.73	63,797 342.99
6	57,791 310.70	62,141 334.09	66,491 357.48
7	60,070 322.96	64,627 347.46	69,185 371.96
8	62,348 335.20	67,113 360.82	71,879 386.45
9	64,627 347.46	69,599 374.19	74,569 400.91
10	66,905 359.70	72,085 387.55	77,267 415.41
11	69,185 371.96	74,569 400.91	79,958 429.88
12-14	71,463 384.20	77,060 414.30	82,651 444.36
15-17	74,080 398.28	79,883 429.48	85,687 460.68
18-20	76,514 411.37	82,514 443.62	88,511 475.87
21-23	78,949 424.46	85,145 457.77	91,337 491.06
24-26	81,592 438.67	88,819 473.22	94,398 507.52
27	84,327 453.37	90,946 488.96	97,561 524.52

**NOTE: Cells indicate annual salary and per diem.**

Unit Conversion Table (Units refer to college semester units)

15 Semester Units = 22.5 Quarter Units

60 Semester Units = 90.0 Quarter Units

30 Semester Units = 45.0 Quarter Units

75 Semester Units = 112.5 Quarter Units

45 Semester Units = 67.5 Quarter Units

90 Semester Units = 135.0 Quarter Units

Newly hired teachers will be placed on the salary schedule based on the number of semester units completed beyond their BA/BS.

**Board Approved 11-14-24**



### School Nurse and Speech Language Pathologist Salary Schedule

Effective as of July 1, 2023

Step	Teacher's Basic Salary Sched Step	Class IA BA/BS Degree	Class IB BA/BS Degree	Class IIA BA/BS Degree +45 Units	Class IIB BA/BS Degree +45 Units	Class IIIA BA/BS Degree +60 or +45 Inc Master's	Class IIIB BA/BS Degree +60 or +45 Inc Master's	Class IVA BA/BS Degree +75 or +60 Inc Master's	Class IVB BA/BS Degree +75 or +60 Inc Master's
<b>1</b>	<b>8</b>	55,408 297.89	57,582 309.58	59,986 322.51	62,348 335.20	64,567 347.13	67,113 360.82	69,149 371.77	71,879 386.45
<b>2</b>	<b>9</b>	57,401 308.61	59,656 320.73	62,179 334.30	64,627 347.46	66,958 359.99	69,599 374.19	71,737 385.68	74,569 400.91
<b>3</b>	<b>10</b>	59,392 319.31	61,726 331.86	64,370 346.08	66,905 359.70	69,347 372.83	72,085 387.55	74,326 399.60	77,267 415.41
<b>4</b>	<b>11</b>	61,384 330.02	63,797 342.99	66,561 357.85	69,185 371.96	71,737 385.68	74,569 400.91	76,914 413.52	79,958 429.88
<b>5</b>	<b>12-14</b>	61,384 330.02	63,797 342.99	68,752 369.63	71,462 384.20	74,127 398.53	77,060 414.30	79,504 427.44	82,651 444.36
<b>6</b>	<b>15-17</b>	61,384 330.02	63,797 342.99	71,264 383.14	74,080 398.28	76,842 413.13	79,883 429.48	82,420 443.12	85,687 460.68
<b>7</b>	<b>18-20</b>	61,384 330.02	63,797 342.99	73,603 395.72	76,514 411.37	79,371 426.73	82,514 443.62	85,137 457.73	88,511 475.87
<b>8</b>	<b>21-23</b>	61,384 330.02	63,797 342.99	75,947 408.32	78,949 424.46	81,897 440.31	85,145 457.77	87,851 472.32	91,337 491.06
<b>9</b>	<b>24-26</b>	63,440 341.08	65,935 354.49	78,490 421.99	81,593 438.67	84,644 455.08	87,998 473.11	90,795 488.15	94,398 507.52
<b>10</b>	<b>27</b>	65,565 352.50	68,144 366.37	81,119 436.12	84,327 453.37	87,477 470.31	90,946 488.96	93,836 504.49	97,561 524.52

School Nurse or SLP must have appropriate credential or certification to be placed on this schedule. This schedule does not apply to interns, special permits, or waivers.

Previous years of teaching and/or years working in the industry with the required credential or certificate will be recognized year-for-year with respect to placement on the salary schedule.

**Board Approved 11-14-24**

**APPENDIX E****Career Technical Education (CTE) Teacher Placement Guide 7-01-23**

CTE teachers without a bachelor's degree will be placed on the following columns and steps of the Teachers' Basic Salary Schedule, with the listed requirements in lieu of the standard degrees/unit requirements. Initial step placement will be based on CTE credential and industry hours. After initial step placement and hire date, movement across columns will be based on 15 hours of industry-related training or certification related to CTE teaching assignment, equal to one-semester unit. Training opportunities must be pre-approved by personnel. CTE teachers can move over on the schedule like any other teacher based on units earned via the 15:1 equation. CTE Teachers must submit their certifications with a signature and industry-related certificate to earn the certification.

Step		Class IIB	Class IIIB	Class IVB
			+60 units or BA/BS +45 units	+75 units or BA/BS +60 units
<b>1</b>	Prelim/Clear CTE Credential (requires 3 years of related industry experience)	50,021 268.93	51,712 278.02	53,402 287.11
<b>2</b>	Prelim/Clear CTE Cred and 4 years of related industry experience	50,549 271.77	52,443 281.95	55,982 300.98
<b>3</b>	Prelim/Clear CTE Cred and 5 years of related industry experience	51,073 274.59	54,809 294.67	58,550 314.78
<b>4</b>	Clear CTE Credential and 6 years of related industry experience	53,231 286.19	57,170 307.37	61,106 328.53
<b>5</b>	Clear CTE Credential and 7 years of related industry experience	55,510 298.44	59,656 320.73	63,797 342.99
<b>6</b>	Clear CTE Credential and 8 years of related industry experience	57,791 310.70	62,141 334.09	66,491 357.48
<b>7</b>	Clear CTE Credential and 9 years of related industry experience	60,070 322.96	64,627 347.46	69,185 371.96
<b>8</b>	Clear CTE Credential and 10 years of related industry experience	62,348 335.20	67,113 360.82	71,879 386.45
<b>9</b>	Clear CTE Credential and 11 years of related industry experience	64,627 347.46	69,599 374.19	74,569 400.91

**APPENDIX E**

<b>10</b>	Clear CTE Credential and 12 years of related industry experience	66,905 359.70	72,085 387.55	77,267 415.41
		1 unit for every 15 hours of industry-related training or certification after hire date. Must be verified with a signature and industry-related certificate.		

NOTE: Cells indicate annual salary and per diem.

**Board Approved 11-14-24**

**Hourly Adult Education Teacher Salary Schedule 7-01-23 (6%)**

<u>HOURLY RATE</u>	<u>7-01-23</u>
25 or more students	\$ 38.81
22-24 students	\$ 34.12
18-21 students	\$ 26.49

**Home and Hospital Teacher Salary Schedule 7-01-23 (6%)**

<u>STEP</u>	<u>7-01-23</u>
1	\$ 34.95
2	\$ 36.72
3	\$ 38.56
4	\$ 40.48
5	\$ 42.53
6	\$ 43.73
7	\$ 44.94
8	\$ 46.14
9	\$ 47.35
10	\$ 48.56

**Hourly Adult Education and Home & Hospital Salary Schedule 7-01-24  
(Combined Schedule)**

<u>STEP</u>	<u>7-01-23</u>
1	\$ 34.95
2	\$ 36.72
3	\$ 38.56
4	\$ 40.48
5	\$ 42.53
6	\$ 43.73
7	\$ 44.94
8	\$ 46.14
9	\$ 47.35
10	\$ 48.56

## APPENDIX G

### Request for Approval of Workshop Credit for Advancement on the Salary Schedule

Workshop units, during the term of employment with Eureka City Schools are acceptable for advancement on the Teacher's Basic Salary Schedule provided: that college credit is not available for the workshop; and the workshop has been approved by the Superintendent for salary advancement credit prior to the date(s) it is conducted. The Superintendent will designate the unit value to be granted for each workshop selected for salary advancement credit.

Semester unit credit will be granted according to the following schedule:

10-14 hours =  $\frac{1}{2}$  semester unit  
15-19 hours = 1 semester unit  
20-29 hours =  $1\frac{1}{2}$  semester unit  
30-39 hours = 2 semester units

#### WORKSHOPS OF FEWER THAN TEN (10) HOURS MAY NOT BE COMBINED FOR SEMESTER UNIT CREDIT

- In order for units to qualify for salary advancement, suitable evidence showing satisfactory completion of the workshop and hours of attendance must be filed in the Office of the Superintendent after completion of the workshop.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
School

\_\_\_\_\_  
Position

I request approval of the following WORKSHOP for credit for advancement of the Teacher's Basic Salary Schedule:

\_\_\_\_\_  
Workshop Title (Attach brochure or flyer)

\_\_\_\_\_  
Date(s)

\_\_\_\_\_  
Conducted by:

\_\_\_\_\_  
Location

WORKSHOP DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recommendation of Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approval of Superintendent

\_\_\_\_\_  
Date

\* \_\_\_\_\_ Number of semester units designated by Superintendent

Prepare in Duplicate

\*\*\*\*

# ECS Goal Setting Form

## Purpose of Goal Setting:

Teachers have a definite and powerful impact on student learning and academic performance. The purposes of goal setting include focusing attention on students and on instructional improvement. This process is based on determining baseline performance, developing strategies for improvement; and assessing results at the end of the academic year. More specifically, the intent of student achievement goal setting is to:

- make explicit the connection between teaching and learning,
- make instructional decisions based upon student data,
- provide a tool for school improvement,
- increase the effectiveness of instruction via continuous professional growth,
- focus attention on student results, and ultimately, and
- increase student achievement.

**Establish at least 1 goal from the California Standards for the Teaching Profession on which you will focus (highlight/underline etc):**

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

**Fill in the following chart. You may find some of the questions on the left helpful in guiding your thinking.**

<p><b>Goal for Student Learning:</b></p> <ul style="list-style-type: none"> <li>• SMART goals- specific, measurable, attainable, results oriented, time-bound</li> <li>• By _____(time period - semester, year, unit), x% of students will demonstrate/ achieve/ show/ attain _____ (a specific and attainable skill or task), as measured by _____ (assessment measurement - score on rubric, test, grade level proficiency).</li> </ul>	<p><i>What do I want my students to know and/or be able to do?</i></p>
<p><b>Guiding questions about evidence of goal attainment:</b></p> <ul style="list-style-type: none"> <li>• How well do they perform currently?</li> <li>• How will you know if they know/can reach the goal?</li> <li>• How will you know if they are “getting it” as a step towards mastery?</li> <li>• Match your evidence to the learning goal. Consider essay tests, term papers, short-answer quizzes, homework assignments, lab</li> </ul>	<p><i>What would success regarding this goal look like? What milestones or benchmarks might indicate progress toward it? What evidence and assessments will you use?</i></p>

<p><i>projects, problems to solve, performance tasks, surveys, on-task effort, observation, etc.</i></p>	
<p><b>Guiding questions about your teaching practices and student learning experiences:</b></p> <ul style="list-style-type: none"> <li>• <i>Taking into account your CSTP reflection, which sub-standards will be the focus of your teaching practice?</i></li> <li>• <i>What will I do to improve student performance to reach or exceed the goal?</i></li> <li>• <i>What difficulties might students have and how might I address them?</i></li> <li>• <i>What are the best strategies, activities, methods, organization, exercises, problems or questions for developing my students' ability to meet my learning goals?</i></li> <li>• <i>How can students practice using new knowledge to gain the skills I want them to learn?</i></li> <li>• <i>How are these learning activities connected to students' understanding?</i></li> </ul>	<p><i>What actions will I take to support students in achieving this goal?</i></p>

Date of initial goal-setting conference: \_\_\_\_\_

Proposed date for end-of-year review of progress towards goal: \_\_\_\_\_

**Agreement signatures:**

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Evaluating Administrator

### ECS Teacher Reflection Prompts

1. Read through the six standards on the first page of the ECS CSTP rubric, choosing one or two as areas for growth on which you would like to focus this year.
2. Read the rubric for those standards—you may want to circle or highlight to indicate your current level of practice—and use this information and analysis of relevant data to set one or more professional growth goals for the year.
- 3a. **If you are in an evaluation year**, you will discuss and finalize these preliminary goals in your pre-evaluation conference with your administrator, as well as revisit them periodically throughout the year.
- 3b. **If you are not in an evaluation year**, use your goals to guide your practice and be prepared to revisit them at the end of the year.

*This is not intended as a document to share with your evaluator unless you find it a useful tool during your conversations.*

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### Year-End Reflection Prompts

1. Revisit your goals for the year and the rubric for the standards upon which those goals were based. How has your practice improved? In what ways did you meet your professional growth goals for the year?
2. Did your students make significant learning gains? What were some of instructional practices that allowed your students to grow and learn this school year?
3. Thinking ahead, how can you prepare/change your instructional practices for next year to drive improved student learning? In what areas might you focus your professional growth and learning goals for next year?



## ECS California Standards for the Teaching Profession Rubrics

<p><b><u>Engaging and Supporting All Students in Learning</u></b></p> <p>1.1 Using knowledge of students to engage them in learning.  1.2 Connecting learning to students' prior knowledge, culture, backgrounds, life experiences, and interests.  1.3 Connecting subject matter to meaningful and real-life contexts.  1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.  1.5 Promoting critical thinking through inquiry, problem solving, and reflection.  1.6 Monitoring student learning and adjusting instruction while teaching.</p>	<p><b><u>Planning Instruction and Designing Learning Experiences for All Students</u></b></p> <p>4.1 Using knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction.  4.2 Establishing and articulating goals for student learning.  4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.  4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.  4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.</p>
<p><b><u>Creating and Maintaining Effective Environments for Student Learning</u></b></p> <p>2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully  2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.  2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.  2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.  2.5 Developing, communicating, and maintaining high standards for individual and group behavior.  2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn.  2.7 Using instructional time to optimize learning.</p>	<p><b><u>Assessing Students for Learning</u></b></p> <p>5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments.  5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction.  5.3 Reviewing data, both individually and with colleagues, to monitor student learning.  5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.  5.5 Involving all students in self-assessment, goal setting, and monitoring progress.  5.6 Using assessment information to share timely and comprehensible feedback with students and their families.</p>
<p><b><u>Understanding and Organizing Subject Matter for Student Learning</u></b></p> <p>3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks.  3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.  3.3 Organizing curriculum to facilitate student understanding of the subject matter.  3.4 Utilizing instructional strategies that are appropriate to the subject matter.  3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.  3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content.</p>	<p><b><u>Developing as a Professional Educator</u></b></p> <p>6.1 Reflecting on teaching practice in support of student learning.  6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.  6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning.  6.4 Working with families to support student learning.  6.5 Engaging local communities in support of the instructional program.  6.6 Managing professional responsibilities to maintain motivation and commitment to all students.  6.7 Demonstrating professional responsibility, integrity, and ethical conduct.</p>

### Standard 1: Engaging and Supporting All Students in Learning

Element	Unsatisfactory/ Does Not Meet Standard	Emerging/Developing	Effective/Proficient	Highly Effective/Innovating
<b>1.1 Using knowledge of students to engage them in learning.</b>	Gathers insufficient knowledge of individual students.  Many students are not engaged in learning.	Learns about students through data provided by the school and/or through district assessments, but does so inconsistently and/or does not apply the knowledge effectively to instruction.  Some students are engaged in learning, but others do not respond to instructional strategies focused on the class as a whole.	Uses data from a variety of formal and informal sources to learn about students and guide selection of instructional strategies to meet diverse learning needs.  Students engage in learning through the use of adjustments in instruction to meet their needs.	Uses comprehensive knowledge of students to make ongoing accommodations in instruction.  Students actively utilize a variety of instructional strategies and technologies in learning that ensure equitable access to the curriculum.  As appropriate, students take ownership of their learning by choosing from a wide range of methods that further their learning and that are responsive to their diverse learning needs.
<b>1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests</b>	Develops insufficient awareness of individual students' prior knowledge, backgrounds, life experiences, and interests.  Most students cannot connect learning activities to their own lives.	Develops limited awareness of prior knowledge, culture, backgrounds, life experience, and interests represented among students and/or does not consistently use this awareness to support learning.  Some but not all students connect learning activities to their own lives.	Uses gathered information, school resources and family contacts to expand understanding of students' prior knowledge, cultural backgrounds, life experiences, and interests to connect to student learning.  Students make connections between curriculum and their prior knowledge, backgrounds, life experiences, and interests.	Develops and systematically uses extensive information regarding students' cultural backgrounds, prior knowledge, life experiences, and interests.  Students are enthusiastically engaged in curriculum which relates their prior knowledge, experiences, and interests. Students can articulate the relevance and impact of lessons on their lives and society.
<b>1.3 Connecting subject matter to meaningful, real-life contexts</b>	Does not connect subject matter to meaningful, real-life contexts.  Most students cannot connect subject matter to their own lives.	Makes insufficient use of real life connections during instruction as identified in curriculum.  Some but not most students relate subject matter to real-life.	Includes connections from subject matter to meaningful, real-life contexts, including those specific to students' family and community.  Students utilize real-life connections regularly to develop understandings of subject matter.	Consistently engages students in actively making connections to relevant, meaningful, and real-life contexts throughout subject matter instruction.  Students routinely integrate subject matter into their own thinking and make relevant applications of subject matter during learning activities.
<b>1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs</b>	Does not use a variety of instructional strategies, resources, and technologies.  Students' diverse learning needs are not met.	Uses a limited number of instructional strategies, resources, and technologies as provided by school and/or district.  Some students participate in instructional strategies, using resources and technologies provided.	Utilizes a variety of strategies including culturally responsive pedagogy, resources, and technologies during ongoing instruction to meet students' diverse learning needs.  Students participate in instruction using strategies, resources, and technologies matched to their learning needs.	Continually creates, adapts, integrates and refines an extensive repertoire of strategies, resources, and technologies into instruction designed to meet students' diverse learning needs.  Students enthusiastically engage in instruction and take responsibility for using a wide range of strategies, resources, and technologies that successfully advance their learning.

<b>1.5</b> <b>Promoting critical thinking through inquiry, problem solving, and reflection</b>	Does not promote critical thinking through inquiry, problem solving, and reflection.  Students do not respond to questions regarding facts and comprehension.	Asks only questions that focus on factual knowledge and comprehension.  Some students respond to questions regarding facts and comprehension.	Guide students to think critically through use of questioning strategies, posing / solving problems, and reflection on issues in content.  Students respond to complex questions and problems posed by the teacher and begin to pose and solve problems of their own related to the content.	Facilitates systematic opportunities for students to initiate critical thinking by designing structured inquiries into complex problems.  Students pose and answer a wide range of complex questions and problems, reflect and communicate understandings based on in-depth analysis of content learning.
<b>1.6</b> <b>Monitoring student learning and adjusting instruction while teaching.</b>	Does not monitor student learning and/or does not adjust instruction while teaching.  Students do not receive individual assistance during instruction.	Implements lesson following curriculum guidelines, but does not adequately monitor and respond to student learning.  Some students receive limited individual assistance during instruction.	Makes ongoing adjustments to instruction based on observation of student engagement and regular checks for understanding.  Students successfully participate and stay engaged in learning activities.	Flexibly and effectively makes adjustments to extend learning opportunities and provide assistance to students in mastering the context.  Students are able articulate and monitor their level of understanding and use teacher guidance to meet their needs during instruction.

### Standard 2: Creating and Maintaining Effective Environments for Student Learning

Element	Unsatisfactory/ Does Not Meet Standard	Emerging/Developing	Effective/Proficient	Highly Effective/Innovating
<b>2.1</b> <b>Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</b>	Fails to promote, model and/or communicate expectations for fair and respectful behavior to support social development.	Makes limited efforts to promote, model and communicate expectations for fair and respectful behavior to support social development.  Some students share in responsibility for the classroom community.	Reinforces positive, responsible, and respectful student interaction. Assists students in resolving conflicts.  Incorporate cultural awareness to develop a positive classroom climate.  Students demonstrate efforts to be positive, accepting, and respectful of differences.	Facilitates student self-reflection and ongoing improvement of the caring community based on respect, fairness, and the value of all members.  Students take responsibility / leadership in resolving conflict and creating a fair and respectful classroom community where student's home culture is included and valued. Students communicate with empathy and understanding in interaction with one another.
<b>2.2</b> <b>Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.</b>	Does not create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.	Is aware of the importance of the physical and/or virtual learning environments that support student learning, but makes limited efforts to implement them.  Is aware that structured interaction between students can support learning, but makes limited efforts to enable them.  Some students use available resources in learning	Develops physical and/or virtual learning environments that reflect student diversity and provide a range of resources for learning.  Utilizes a variety of structures for interaction during learning activities that ensure a focus on and completion of learning tasks.  Students use a variety of resources and learning environments and interact in ways	Maintains and adapts physical and/or virtual learning environments flexibly to facilitate access to a wide range of resources that engage students in learning. Ensures that environments enhance learning and reflect diversity within and beyond the classroom.  Selects from a repertoire of structures for interaction to ensure accelerated learning for the full range of students.  Students participate in monitoring and

		environments during instruction.	that deepen their understanding of the content, and develop constructive social and academic interactions.	changing the design of learning environments and structures for interaction.
<b>2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.</b>	Does not establish and maintain learning environments that are physically, intellectually, and emotionally safe.	<p>Adheres to policies and laws regarding safety that are required by the site, district, and state.</p> <p>Responds to behaviors that impact student safety as they arise.</p> <p>Students are aware of required safety procedures and the school and classroom rationale for maintaining safety.</p>	<p>Anticipates and reduces risk to physical, intellectual, and emotional safety using multiple strategies that include examining biases in the learning environment and curriculum.</p> <p>Models and provides instruction on skills that develop resiliency and support intellectual and emotional safety.</p> <p>Students take risks, offer opinions, and share alternative perspectives.</p>	<p>Shares responsibility with the students for the establishment and maintenance of a safe physical, intellectual, and emotional environment focused on high quality and rigorous learning.</p> <p>Engages in reflection on their own language and behavior that contributes to intellectual and emotional safety in the classroom.</p> <p>Students demonstrate resiliency and perseverance for academic achievement. Students maintain intellectual and emotional safety for themselves and others in the classroom.</p>
<b>2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.</b>	Does not create a rigorous learning environment with high expectations and appropriate support for all students.	<p>Focuses the rigor of the learning environment on accuracy of answers and completion of learning tasks.</p> <p>Is aware of the importance of maintaining high expectations for students, but does not consistently hold students to those standards.</p> <p>Some students ask for teacher support to understand or complete learning tasks.</p>	<p>Develops a rigorous learning environment that includes accuracy, analysis, problem-solving and appropriate levels of challenge.</p> <p>Holds high expectations for students. Has an understanding of achievement patterns and uses scaffolds to address achievement gaps.</p> <p>Students engage in a variety of differentiated supports and challenges in ways that promote their accuracy, analysis, and problem-solving in learning.</p>	<p>Facilitate a rigorous learning environment in which students take leadership in learning. Fosters extended studies, research, analysis, and purposeful use of learning.</p> <p>Supports students to utilize an extensive repertoire of differentiated strategies (including technologies) to meet high expectations.</p> <p>Students take responsibility to fully utilize teacher and peer support to achieve consistently high levels of factual and analytical learning.</p>
<b>2.5 Developing, communicating, and maintaining high standards for individual and group behavior.</b>	Does not develop, communicate, and maintain high standards for individual and group behavior.	<p>Establishes expectations, rules and consequences for individual and group behavior, but does not adequately enforce them.</p> <p>Refers to standards for behavior and applies consequences as needed, but does so inconsistently or ineffectively.</p> <p>Students are aware of classroom rules and consequences but often do not act accordingly.</p>	<p>Uses multiple strategies including culturally responsive instruction to develop and maintain high standards for individual and group behavior.</p> <p>Utilizes routine references to standards for behavior prior to and during individual and group work.</p> <p>Students follow behavior expectations, accept consequences, and increase</p>	<p>Facilitates a positive environment using systems that ensure students take an active role in monitoring and maintaining high standards for individual and group behaviors.</p> <p>Students demonstrate positive behavior, consistent participation, and are valued for their unique identities.</p>

			positive behaviors.	
<b>2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn.</b>	Does not employ classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn.	<p>Establishes procedures, routines, or norms for single lessons to support student learning.</p> <p>Responds to disruptive behavior, but does so inconsistently or ineffectively.</p> <p>Students are aware of procedures, routines, and classroom norms, but often do not act accordingly.</p>	<p>Maintains regular use of routines and procedures that are culturally responsive and engage students in the development and monitoring of norms.</p> <p>Provides positive behavior supports. Responds appropriately to behaviors in ways that lessen disruption to the learning climate.</p> <p>Students participate in routines, procedures, and norms, and receive reinforcement for positive behaviors. Students receive timely and effective feedback and consequences for behaviors that interfere with learning.</p>	<p>Facilitates student participation in developing, monitoring, and adjusting routines and procedures; focuses on maximizing learning. Classroom climate integrates school standards and culturally relevant norms.</p> <p>Promotes positive behaviors and establishes preventions and a positive classroom climate that eliminate most disruptive behavior.</p> <p>Students share responsibility with teachers for monitoring, managing and maintaining a positive classroom climate that promotes learning.</p>
<b>2.7 Using instructional time to optimize learning.</b>	Does not use instructional time to optimize learning.	<p>Paces instruction based on curriculum guidelines, but does not adapt pacing to student needs.</p> <p>Develops awareness of how transitions and classroom management impact pacing and lessons, but does not adequately implement this knowledge.</p> <p>Some students complete learning activities in time allotted.</p>	<p>Paces instruction with students to provide adequate time for instruction, checking for understanding, completion of learning activities and closure.</p> <p>Students participate in and complete a variety of learning activities in the time allotted with options for extension and review.</p>	<p>Paces, adjusts and fluidly facilitates instruction and daily activities in response to student learning.</p> <p>Students monitor their own time, are engaged in accomplishing learning goals, and participate in reflection, self-assessment and goal-setting.</p>

### Standard 3: Understanding and Organizing Subject Matter for Student Learning

Element	Unsatisfactory/ Does Not Meet Standard	Emerging/Developing	Effective/Proficient	Highly Effective/Innovating
<b>3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks.</b>	Has basic knowledge of subject matter, related academic language and academic content standards but lacks necessary depth.	Examines concepts in subject matter and academic language, to identify connections between academic content standards and instruction, but does not articulate them clearly or effectively for students.	Understands and effectively explains the relationship between essential subject matter concepts, academic language and academic content standards.	Uses extensive knowledge of subject matter, concepts, current issues, academic language and research to make relevant connections to standards during instruction and extend student learning.
<b>3.2 Applying knowledge of student</b>	Does not have knowledge of student development and proficiencies.	Has basic knowledge of student stages of development and some awareness of differences in students' understanding of subject	Adapts instruction in response to knowledge of student development and proficiencies to meet students' diverse learning	Utilizes comprehensive knowledge of all students to guide all students to develop proficiencies, understand subject matter including related academic language.

development and proficiencies to ensure student understanding of subject matter.		<p>matter.</p> <p>Teaches subject specific vocabulary following curriculum guidelines, but does not adapt adequately to student needs.</p>	<p>needs. Ensures understanding of subject matter including related academic language.</p> <p>Provides explicit teaching of essential vocabulary, idioms, key words with multiple meanings, and academic language in ways that engage students in accessing subject matter text or learning activities.</p>	Engages students at all levels of vocabulary, academic language and proficiency in self-directing goal-setting, monitoring and improvement. Guides all students in using analysis strategies that provide equitable access and deep understanding of subject matter.
<b>3.3</b> <b>Organizing curriculum to facilitate student understanding of the subject matter.</b>	Does not organize curriculum to facilitate student understanding of the subject matter.	Follows organization of curriculum as provided by the site and district, but does not adapt as needed to support student understanding of subject matter.	Uses knowledge of curriculum and student readiness to organize and adjust the curriculum to ensure student understanding.	<p>Uses extensive knowledge of curriculum and related resources to flexibly and effectively organize and adjust instruction.</p> <p>Ensures student comprehension and facilitate student articulation about what they do and don't understand.</p>
<b>3.4</b> <b>Utilizing instructional strategies that are appropriate to the subject matter.</b>	Does not utilize instructional strategies that are appropriate to the subject matter.	Uses instructional strategies that are provided in the curriculum, but does not adapt to student needs.	Selects and adapts a variety of instructional strategies to ensure student understanding of academic language appropriate to subject matter and that addresses students' diverse learning needs.	Uses an extensive repertoire of instructional strategies to develop enthusiasm, metacognitive abilities, and to support and challenge the full range of students toward a deep knowledge of subject matter.
<b>3.5</b> <b>Using and adapting resources, technologies, and standards-aligned instructional materials, to make subject matter accessible to all students.</b>	Does not use and adapt resources, technologies, and standards-aligned instructional materials, to make subject matter accessible to all students.	Makes limited use of available instructional materials, resources, and technologies for specific lessons to make subject matter accessible to students.	<p>Selects, adapts, and utilizes appropriate instructional materials, resources, and technologies for concept and skill development in subject matter. Resources reflect the diversity of the classroom and support differentiated learning of subject matter.</p> <p>Guides and assists students in using available print, electronic, and online subject matter resources based on individual needs.</p>	<p>Engages students in identifying and adapting resources, technologies, and standards-aligned instructional materials to extend student understanding and critical thinking about subject matter.</p> <p>Ensures that students are able to obtain equitable access to a wide range of technologies through ongoing links to outside resources and support.</p>
<b>3.6</b> <b>Addressing the needs of <u>English Learners</u> and students with special needs* to provide equitable access to the content.</b>	Does not address the needs of English Learners.	<p>Has an awareness of the full range of students identified as English Learners and/or special needs students through data provided by the school, but does not adequately act on that knowledge.</p> <p>Makes limited efforts to provide adaptive materials to help English</p>	<p>Identifies language proficiencies and implements scaffolds to support standards-based instruction using literacy strategies, SDAIE, and/ or appropriate accommodations in instruction.</p> <p>Communicates and cooperates regularly with resource personnel, para-educators and families as</p>	<p>Guides and supports the full range of students with special needs and/or English Learners to actively engage in assessing and monitoring their own strengths, learning needs, language goals, and achievements in accessing content.</p> <p>Communicates and collaborates with resource personnel, para-educators, family, leadership, and students in</p>

(* The full range of students with “special needs” includes students with IEPs, 504 plans, and advanced learners.)		<p>Learners and/or special needs students access content.</p> <p>Attends required meetings with resource personnel and families, but may not effectively or consistently implement suggestions.</p> <p>Learns about referral processes for students with special needs and/or English Learners, but does not make adequate use of them.</p>	<p>needed to ensure that student services are provided and progress is made in accessing appropriate content.</p> <p>Refers students as needed in a timely and appropriate manner, supported with documented data over time, including interventions tried previous to referral.</p>	<p>creating a coordinated program to optimize success of the full range of students with special needs</p> <p>Is resourceful and flexible in the design, adjustment, and elimination of scaffolds based on the proficiencies of students with special needs and/or English Learners’ proficiencies, knowledge, and skills in content</p> <p>Takes leadership at the site / district and collaborates with resource personnel to ensure the smooth and effective implementation of referral processes.</p>
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#### Standard 4: Planning Instruction and Designing Learning Experiences for All Students

Element	Unsatisfactory/ Does Not Meet Standard	Emerging/Developing	Effective/Proficient	Highly Effective/Innovating
<b>4.1</b> <b>Using knowledge of students’ academic readiness, language proficiency, cultural background and individual development to plan instruction.</b>	Does not use knowledge of students’ academic readiness, language proficiency, cultural background and individual development to plan instruction.	<p>Plans daily lessons using available curriculum and information from district and state required assessments, but does not sufficiently adapt to student needs.</p> <p>Is aware of impact of bias on learning, but does not adequately apply this knowledge, or does not seek to learn about culturally responsive pedagogy.</p>	<p>Plans differentiated instruction based on knowledge of students’ academic readiness, academic language, diverse cultural backgrounds, and individual cognitive, social, emotional, and physical development to meet their individual needs.</p> <p>Examines potential sources of bias and stereotyping when planning lessons. Uses culturally responsive pedagogy in planning.</p>	<p>Plans differentiated instruction that provides systematic opportunities for supporting and extending student learning based on comprehensive information on students.</p> <p>Engages students in the analysis of bias, stereotyping, and assumptions.</p>
<b>4.2</b> <b>Establishing and articulating goals for student learning.</b>	Does not establish or articulate goals for student learning.	Communicates learning objectives for single lessons to students based on content standards and available curriculum guidelines, but does not communicate larger learning goals OR does sufficiently base learning goals on standards.	Establishes and communicates to students clear learning goals for content that are accessible, challenging, and differentiated to address students’ diverse learning needs.	Establishes and articulates comprehensive short- and long-term learning goals for students. Assists students to articulate and monitor learning goals.
<b>4.3</b> <b>Developing and sequencing long-term and short-</b>	Does not develop or sequence long-term and/or short-term instructional plans to support student learning.	Plans curriculum units that include a series of connected lessons and are linked (but not consistently) to long-term planning to support student learning,	Establishes short- and long-term curriculum plans for subject matter concepts and essential related academic language and formats that support student learning.	Utilizes extensive knowledge of the curriculum, content standards and assessed learning needs to design cohesive and comprehensive long- and short-term instructional plans that ensure

term instructional plans to support student learning.				high levels of learning.
<b>4.4</b> <b>Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.</b>	Does not plan instruction that incorporates appropriate strategies to meet the learning needs of all students.	<p>Selects strategies for single lessons or a sequence of lessons that respond to students' diverse learning needs, but does not do so consistently.</p> <p>Is aware of data concerning, and seeks to learn more by other means, about student content, learning, and language needs, but does not adequately apply this knowledge.</p>	<p>Incorporates differentiated instructional strategies into ongoing planning that addresses culturally responsive pedagogy, students' diverse language and learning needs and styles.</p> <p>Uses assessments of students' learning and language needs to inform planning of differentiated instruction.</p>	<p>Plans instruction incorporating a repertoire of strategies to specifically meet students' diverse language and learning needs and styles to advance learning for all.</p> <p>Integrates result from a broad range of assessments into planning.</p> <p>As appropriate for grade level, facilitates opportunities for students to reflect on their learning and the impact of instructional strategies to meet their learning and language needs.</p>
<b>4.5</b> <b>Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.</b>	Does not adapt instructional plans and curricular materials to meet the assessed learning needs of all students.	Begins to adapt plans and materials in single lessons or sequence of lessons to address students' learning needs.	Makes adjustments and adaptations to differentiate instructional plans. Uses culturally responsive pedagogy and additional materials to support students' diverse learning needs.	<p>Anticipates and plans for a wide range of adaptations to lessons based on in-depth analysis of individual student needs.</p> <p>Engages with students to identify types of adjustments in instruction that best meet their learning needs.</p>

### Standard 5: Assessing Students for Learning

Element	Unsatisfactory/ Does Not Meet Standard	Emerging/Developing	Effective/Proficient	Highly Effective/Innovating
<b>5.1</b> <b>Applying knowledge of the purposes, characteristics, and uses of different types of assessments.</b>	Shows little knowledge of the purposes, characteristics, and uses of different types of assessments.	Occasionally uses different types of assessment, adapted to purpose and students need.	Consistently uses a variety of different types of assessment, adapted to purpose and students need.	Implements systems of assessment, including a wide variety of innovative assessments adapted to purpose and student need.
<b>5.2</b> <b>Collecting and analyzing assessment data from a variety of sources to inform instruction.</b>	<p>Does not use a variety of techniques/assessments to gather data.</p> <p>Does not maintain timely and accurate records.</p>	<p>Uses a limited variety of techniques/assessments to gather data.</p> <p>Inconsistently maintains timely and accurate records.</p>	<p>Uses a variety of techniques/assessments to gather data reflecting student progress.</p> <p>Consistently maintains timely and accurate records.</p>	<p>Develops and uses wide a variety of techniques/assessments to engage all students and meaningfully reflect student progress.</p> <p>Explores new options for maintaining timely and accurate records.</p>
<b>5.3</b>	Does not review student data to	Sometimes reviews and analyzes	Consistently reviews and	Consistently collaborates with other staff



<b>Reviewing data, both individually and with colleagues, to monitor student learning.</b>	monitor student progress.	student data to monitor student progress.	analyzes student data to monitor student progress, alone and collaboratively (as directed by administration).	members to review and analyze student data to monitor student progress.
<b>5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.</b>	Does not use data to establish learning objectives and plan, differentiate, and modify instruction.  Little connection between learning objectives and instruction.	Sometimes uses data to establish learning objectives and plan, differentiate, and modify instruction.  Inconsistent connection between learning objectives and instruction.	Consistently uses data to establish learning objectives and plan, differentiate, and modify instruction.  Instruction and assessment are clearly driven by learning objectives.	Collaboratively uses data to establish learning objectives and plan innovative, meaningful, differentiated instruction.  Infuses assessments strategically and systematically to collect ongoing assessment data to modify learning objectives and differentiate instruction for maximum academic success.
<b>5.5 Involving all students in self-assessment, goal setting, and monitoring progress.</b>	Grading system does not reflect student performance and progress.  Does not regularly provide feedback.  Does not involve students in self-assessment, goal setting, and monitoring progress.	Grading system somewhat reflects student performance and progress.  Provides occasional but inconsistent feedback.  Occasionally involves students in self-assessment, goal setting, and monitoring progress.	Grading system accurately reflects student performance and progress.  Provides meaningful and timely feedback.  Consistently involves students in self-assessment, goal setting, and monitoring progress.	Grading system facilitates student understanding of performance and progress.  Provides personalized and differentiated meaningful and timely feedback.  Systematically involves students in self-assessment, goal setting, and monitoring progress. Students use reflection to drive own learning.

### Standard 6: Developing as a Professional Educator

Element	Unsatisfactory/ Does Not Meet Standard	Emerging/Developing	Effective/Proficient	Highly Effective/Innovating
<b>6.1 Reflecting on teaching practice in support of student learning.</b>	Does not reflect on teaching practice in support of student learning.	Begins to engage in reflection on teaching practice individually and with colleagues that is focused on methods to support the full range of learners.	Engages in reflection individually and with colleagues on the relationship between making adjustment in teaching practice (including the elements of the C/PSTP) and impact on the full range of learners.	Maintains ongoing reflective practice and action research in supporting student learning and raising the level of academic achievement.  Engages in and fosters reflection among colleagues for school-wide impact on student learning.
<b>6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.</b>	Does not establish professional goals and/or does not engage in professional growth and development.	Sets goals connected to the C/PSTP that take into account self-assessment of teaching practice, but does so in a limited way or does not pursue them adequately.  Expands knowledge and skills individually and with colleagues through available professional	Sets goals connected to the C/PSTP that are authentic, challenging, and based on self-assessment.  Aligns personal growth with school and district goals and focuses on improving student learning.  Selects and engages in	Sets and modifies a broad range of professional goals connected to the C/PSTP to improve instructional practice and impact student learning within and beyond the classroom.  Engages in ongoing inquiry into teacher practice for professional development.

		development, but does so in a limited way or does not apply them adequately.	professional development based on needs identified in professional goals.	Contributes to professional organization and development opportunities to extend own teaching practice.
<b>6.3</b> <b>Collaborating with colleagues and the broader professional community to support teacher and student learning.</b>	Does not collaborate with colleagues and/or the broader professional community to support teacher and student learning.	Consults with colleagues to consider how best to support teacher and student learning, but does so inconsistently or does not adequately apply new strategies.  Begins to identify how to access student and teacher resources in the broader professional community.	Collaborates with colleagues to improve student learning and reflect on teaching practice at the classroom level.  Interacts with members of the broader professional community to access resources that support teacher effectiveness and student learning.	Facilitates collaboration with colleagues.  Works to ensure the broadest positive impact possible on instructional practice and student achievement at school and district levels and for the profession.  Initiates and develops professional learning opportunities with the broader professional community focused on student achievement.
<b>6.4</b> <b>Working with families to support student learning.</b>	Does not work with families to support student learning.	Acknowledges the importance of the family's role in student learning. Seeks information about cultural norms of families represented in the school. Welcomes family involvement at classroom school events.	Supports families to contribute to the classroom and school. Adjusts communications to families based on awareness of cultural norms and wide range of experiences with schools.	Structures a wide range of opportunities for families to contribute to the classroom and school community. Supports a school / district environment in which families take leadership to improve student learning.
<b>6.5</b> <b>Engaging local communities in support of the instructional program.</b>	Does not engage local community in support of the instructional program.	Makes some use of available neighborhood and community resources.  Includes references or connections to communities in single lessons or sequence of lessons.	Uses a variety of neighborhood and community resources to support the curriculum.  Includes knowledge of communities when designing and implementing instruction.	Collaborates with community members to increase instructional and learning opportunities for students.  Engages students in leadership and service in the community. Incorporates community members into the school learning community.
<b>6.6</b> <b>Managing professional responsibilities to maintain motivation and commitment to all students.</b>	Does not manage professional responsibilities to maintain motivation and commitment to all students.	Maintains professional responsibilities in timely ways and seeks support as needed, but may have difficulties managing time and effort required to meet expectations.  Demonstrates commitment by exploring ways to address individual student needs.	Anticipates professional responsibilities and manages time and effort required to meet expectations.  Pursues ways to support students' diverse learning needs and maintains belief in students' capacity for achievement.	Models professionalism and supports colleagues in meeting and exceeding professional responsibilities effectively.  Supports colleagues to maintain the motivation, resiliency and energy to ensure that all students achieve.
<b>6.7</b> <b>Demonstrating professional responsibility, integrity, and ethical conduct.*</b>	Does not follow all student education codes, legal requirements, district and site policies, contractual agreements and ethical responsibilities.	Follows all state education codes, legal requirements, district and site policies, contractual agreements and ethical responsibilities.	Maintain a high standard of personal integrity and commitment to student learning and the profession in all circumstances.  Contributes to building professional community and holding peers accountable to	

			norms of respectful treatment and communication.  Contributes to fostering a school culture with a high degree of resilience, professional integrity, and ethical conduct.	
<p>* As follows:</p> <ul style="list-style-type: none"> <li>• Takes responsibility for student academic learning outcomes.</li> <li>• Is aware of own personal values and biases and recognizes ways in which these values and biases affect the teaching and learning of students.</li> <li>• Adheres to legal and ethical obligations in teaching the full range of learners, including English learners and students with special needs.</li> <li>• Reports suspected cases of child abuse and/or neglect as outlined in California Child Abuse and Neglect Reporting Act.</li> <li>• Maintains a non-hostile classroom environment and carries out laws and district guidelines for reporting cases of sexual harassment.</li> <li>• Understands and implements school and district policies and state and federal law in responding to inappropriate or violent student behavior.</li> <li>• Complies with legal and professional obligations to protect the privacy, health and safety of students, families, and other school professionals.</li> <li>• Models appropriate behavior for students, colleagues, and the profession.</li> <li>• Acts in accordance with ethical consideration for students.</li> <li>• Maintains professional conduct and integrity in the classroom and school community.</li> </ul>				

**Eureka City Schools  
OBSERVATION REPORT**

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

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

Observation # \_\_\_\_\_

**INSTRUCTIONS**

1. Commendations and recommendations must include those relative to the Standards.
2. Comments that indicate a need for improvement should be specific in nature and recommend methods of improvement.

LESSON and/or ACTIVITIES OBSERVED:

EVALUATOR COMMENTS:

EVALUATOR SUGGESTIONS:

EMPLOYEE'S COMMENTS (Optional):

**✓ IF OBSERVED – It is not expected that all standards will be observed in a given observation.**

STANDARD I - <a href="#">Engaging and Supporting All Students in Learning</a>	Check
<p>1.1 Using knowledge of students to engage them in learning.  1.2 Connecting learning to students' prior knowledge, culture, backgrounds, life experiences, and interests.  1.3 Connecting subject matter to meaningful and real-life contexts.  1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.  1.5 Promoting critical thinking through inquiry, problem solving, and reflection.  1.6 Monitoring student learning and adjusting instruction while teaching.</p> <p>Evaluator Comments:</p>	<input data-bbox="1409 302 1463 357" type="checkbox"/>
STANDARD II - <a href="#">Creating and Maintaining Effective Environments for Student Learning</a>	Check
<p>2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully  2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.  2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.  2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.  2.5 Developing, communicating, and maintaining high standards for individual and group behavior.  2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn.  2.7 Using instructional time to optimize learning.</p> <p>Evaluator Comments:</p>	
STANDARD III - <a href="#">Understanding and Organizing Subject Matter for Student Learning</a>	Check
<p>3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks.  3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.  3.3 Organizing curriculum to facilitate student understanding of the subject matter.  3.4 Utilizing instructional strategies that are appropriate to the subject matter.  3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.  3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content.</p> <p>Evaluator Comments:</p>	<input data-bbox="1409 1241 1463 1293" type="checkbox"/>
STANDARD IV - <a href="#">Planning Instruction and Designing Learning Experiences for All Students</a>	Check

## APPENDIX H4

<p>4.1 Using knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction.</p> <p>4.2 Establishing and articulating goals for student learning.</p> <p>4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.</p> <p>4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.</p> <p>4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.</p> <p>Evaluator Comments:</p>	<input type="checkbox"/>
<b>STANDARD V – <a href="#">Assessing Students for Learning</a></b>	<b>Check</b>
<p>5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments.</p> <p>5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction.</p> <p>5.3 Reviewing data, both individually and with colleagues, to monitor student learning.</p> <p>5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.</p> <p>5.5 Involving all students in self-assessment, goal setting, and monitoring progress.</p> <p>5.6 Using assessment information to share timely and comprehensible feedback with students and their families.</p> <p>Evaluator Comments:</p>	<input type="checkbox"/>
<b>STANDARD VI – <a href="#">Developing as a Professional Educator</a></b>	<b>Check</b>
<p>6.1 Reflecting on teaching practice in support of student learning.</p> <p>6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.</p> <p>6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning.</p> <p>6.4 Working with families to support student learning.</p> <p>6.5 Engaging local communities in support of the instructional program.</p> <p>6.6 Managing professional responsibilities to maintain motivation and commitment to all students.</p> <p>6.7 Demonstrating professional responsibility, integrity, and ethical conduct.</p> <p>Evaluator Comments:</p>	

\_\_\_\_\_  
Signature of Certificated Employee / Date

\_\_\_\_\_  
Signature of Evaluator / Date

**Eureka City Schools  
Certificated Teacher Evaluation Report**

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

Assignment: \_\_\_\_\_

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

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

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

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

Personnel Status: ☐ Temporary ☐ Probationary I ☐ Probationary II ☐ Permanent

**Four Point Rubric for Certificated Evaluation**

<b>Unsatisfactory/Does Not Meet Standard</b>	<b>Emerging/Developing</b>	<b>Effective/Proficient</b>	<b>Highly Effective/Innovating</b>
Performance does not meet standards, and needs to be improved. Re-evaluation and a deficiency improvement action plan are needed.	Performance has some deficiencies which must be addressed. A mutually agreed-upon improvement plan may be implemented to meet standards.	Professional performance which meets standards and may exceed standards in some areas. Areas for growth will be identified.	Outstanding teaching that exceeds standards. Includes teacher leadership at the school or district level.

Check one or more boxes on the left to indicate the CSTPs that are the focus of this evaluation.

	CSTP	Rating
<input type="checkbox"/>	<b>Standard 1:</b> Engaging and Supporting all Students in Learning	<input type="checkbox"/> Highly Effective/Innovating <input type="checkbox"/> Effective/Proficient <input type="checkbox"/> Emerging/Developing <input type="checkbox"/> Unsatisfactory/Does Not Meet Standard
Evidence/Notes:		
<input type="checkbox"/>	<b>Standard 2:</b> Creating and Maintaining Effective Environments for Student Learning	<input type="checkbox"/> Highly Effective/Innovating <input type="checkbox"/> Effective/Proficient <input type="checkbox"/> Emerging/Developing <input type="checkbox"/> Unsatisfactory/Does Not Meet Standard
Evidence/Notes:		
<input type="checkbox"/>	<b>Standard 3:</b> Understanding and Organizing Subject Matter for Student Learning	<input type="checkbox"/> Highly Effective/Innovating <input type="checkbox"/> Effective/Proficient <input type="checkbox"/> Emerging/Developing <input type="checkbox"/> Unsatisfactory/Does Not Meet Standard
Evidence/Notes:		
<input type="checkbox"/>	<b>Standard 4:</b> Planning Instruction and Designing Learning Experiences for All Students	<input type="checkbox"/> Highly Effective/Innovating <input type="checkbox"/> Effective/Proficient <input type="checkbox"/> Emerging/Developing <input type="checkbox"/> Unsatisfactory/Does Not Meet Standard
Evidence/Notes:		

<input type="checkbox"/>	<b>Standard 5:</b> Assessing Student Learning	<input type="checkbox"/> Highly Effective/Innovating <input type="checkbox"/> Effective/Proficient <input type="checkbox"/> Emerging/Developing <input type="checkbox"/> Unsatisfactory/Does Not Meet Standard
Evidence/Notes:		
<input type="checkbox"/>	<b>Standard 6:</b> Developing as a Professional Educator	<input type="checkbox"/> Highly Effective/Innovating <input type="checkbox"/> Effective/Proficient <input type="checkbox"/> Emerging/Developing <input type="checkbox"/> Unsatisfactory/Does Not Meet Standard
Evidence/Notes:		

**Observation Dates:**

**Areas of Commendation:**

**Areas for further Growth:**

☐ **Continued Services Recommended**

☐ **Not Recommended**

For the next evaluation cycle per Article 10, the teacher is:

\_\_\_\_\_ Eligible for 5-Year Evaluation Cycle \_\_\_\_\_ Deficiency Improvement Action Plan Required

☐ I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.

☐ Teacher comments attached

☐ No teacher comments attached

☐ I have received a copy of the evaluation report and discussed the contents with my administrative supervisor. I DISAGREE WITH THE EVALUATION REPORT. I understand that I have the right to submit a rebuttal that will be attached to this document.

☐ Teacher comments attached

☐ No teacher comments attached

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

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



## Additional Evaluator's Notes:

**Standard 1: Engaging and Supporting All Students in Learning**

- 1.1 Using knowledge of students to engage them in learning.
- 1.2 Connecting learning to students' prior knowledge, culture, backgrounds, life experiences, and interests.
- 1.3 Connecting subject matter to meaningful and real-life contexts.
- 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.
- 1.5 Promoting critical thinking through inquiry, problem solving, and reflection.
- 1.6 Monitoring student learning and adjusting instruction while teaching.

**Standard 2: Creating and Maintaining Effective Environments for Student Learning**

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.
- 2.5 Developing, communicating, and maintaining high standards for individual and group behavior.
- 2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn.
- 2.7 Using instructional time to optimize learning.

**Standard 3: Understanding and Organizing Subject Matter for Student Learning**

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks.
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter.
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter.
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content.

**Standard 4: Planning Instruction and Designing Learning Experiences for All Students**

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction.
- 4.2 Establishing and articulating goals for student learning.
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.

**Standard 5: Assessing Students for Learning**

- 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments.
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction.
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning.
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.
- 5.5 Involving all students in self-assessment, goal setting, and monitoring progress.
- 5.6 Using assessment information to share timely and comprehensible feedback with students and their families.

**Standard 6: Developing as a Professional Educator**

- 6.1 Reflecting on teaching practice in support of student learning.
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning.
- 6.4 Working with families to support student learning.
- 6.5 Engaging local communities in support of the instructional program.
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students.
- 6.7 Demonstrating professional responsibility, integrity, and ethical conduct.

## Deficiency Improvement Action Plan

Name of Teacher: \_\_\_\_\_

Name of Administrator: \_\_\_\_\_

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

Area(s) of need of improvement: State the specific CSTP:

Methods that will be used to improve:

Resources need to improve:

Name of support staff to help improvement: \_\_\_\_\_

Date of next evaluation: \_\_\_\_\_

I have read the above report. My signature does not necessarily denote agreement.

Signature of Evaluatee \_\_\_\_\_ Date \_\_\_\_\_

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Eureka City Schools  
2024-2025  
Board Adopted 6/01/23

Month	Mon	Tue	Wed	Thu	Fri	Days Taught	Holidays
	12	13	14	15	{▶16}	180	8/16/24 Elem, MS Teachers' Duty Day
August 19 to September 13 <b>First Month</b>	19 26 [2] 9	20 27 3 10	21 28 4 11	22 29 5 12	23 30 6 13	19	School Starts 8/19/24 Labor Day 9/02/24
September 16 to October 11 <b>Second Month</b>	16 23 30 7	17 24 1 8	18 25 2 9	19 26 3 10	20 27 4 11	19	Staff Dev Day 10/11/24
October 14 to November 8 <b>Third Month</b>	14 21 28 4	15 22 29 5	16 23 30 6	17 24 31 7	{18} 25 1 8	19	Staff Dev Day 11/1/24
November 11 to December 6 <b>Fourth Month</b>	[11] 18 25 2	12 19 26 3	13 20 27 4	14 21 [28] 5	15~ 22 (29) 6	14	Veteran's Day Observed 11/11/24 Thanksgiving Break 11/25/24-11/29/24
December 9 to January 3 <b>Fifth Month</b>	9 16 23 30	10 17 (24) 31	11 18 [25] [1]	12 19 26 2	13 20 27 3	10	Winter Break 12/23/24-1/03/25
January 6 to January 31 <b>Sixth Month</b>	6 13 [20] 27	7 14 21 28	8 15 22 29	9 16 23 30	10 {17} 24 31	19	Martin Luther King Jr. Day 1/20/25
February 3 to February 28 <b>Seventh Month</b>	3 10 [17] 24	4 11 (18) 25	5 12 19 26	6 13 20 27	7 14 21 28	15	Presidents' Week 2/17/25-2/21/25
March 3 to March 28 <b>Eighth Month</b>	3 10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	7~ 14 21 {28}	19	Staff Dev Day 03/21/2025
March 31 to April 25 <b>Ninth Month</b>	31 7 14 21	1 8 15 22	2 9 16 23	3 10 17 24	4 11 18 25	14	No School, No Teacher Duty Spring Break 4/7/25-4/11/25
April 28 to May 23 <b>Tenth Month</b>	28 5 12 19	29 6 13 20	30 7 14 21	1 8 15 22	2 9 16 23	19	No School, No Teacher Duty
May 26 to June 12 <b>Eleventh Month</b>	[26] 2 9 16	27 3 10 17	28 4 11 18	29 5 {12}~ [19]	30 6 {▶13} 20	13	Memorial Day 5/26/25 Last Day of Instruction 6/12/25 6/13/25 EHS Teachers' Duty Day 6/19/24 Juneteenth

	Trimester	Quarter / Semester
~ End of Trimester	Elementary School	Middle School / High School
} End of Quarter	~1st Tri 61 Days 8/19/24 - 11/15/24	} 1st Qtr 43 Days 8/19/24 - 10/18/24
[ ] Legal Holiday	~2nd Tri 59 Days 11/18/24 - 3/7/25	} 2nd Qtr 48 Days 10/21/24 - 1/17/25
( ) Local Holiday	~3rd Tri 60 Days 3/10/25 - 6/12/25	} 3rd Qtr 43 Days 1/21/25 - 3/28/25
{▶} Possible Teacher Duty Day	180 Days	} 4th Qtr 46 Days 3/31/25 - 6/12/25
No School		180 Days
No School-Teacher Duty		
No School-No Teacher Duty		

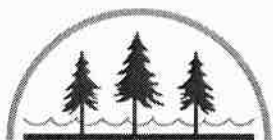
\*Note: Duty day for elementary, middle school, and Zoe Barnum teachers only 8/16/24. Duty day for Eureka High School teachers only 6/13/25. All teachers work six non-instruction duty days.

Eureka City Schools  
2025-2026  
Board Adopted 8/29/24

Month	Mon	Tue	Wed	Thu	Fri	Days Taught	Holidays
	11	12	13	14	{▶ 15}	180	8/15/25 Elem, MS Teachers' Duty Day
August 18 to September 12 <b>First Month</b>	18 25	19 26	20 27	21 28	22 29	19	School Starts 8/18/25 Labor Day 9/01/25
September 15 to October 10 <b>Second Month</b>	15 22 29	16 23 30	17 24 1	18 25 2	19 26 3	19	Staff Dev Day 10/3/25
October 13 to November 7 <b>Third Month</b>	13 20 27	14 21 28	15 22 29	16 23 30	{17} 24 31	19	Staff Dev Day 10/27/25
November 10 to December 5 <b>Fourth Month</b>	10 17 24	[11] 18 25	12 19 26	13 20 27	14~ 21 (28)	13	No School, No Teacher Duty 11/10/25 Veteran's Day Observed 11/11/25 Thanksgiving Break 11/24/25-11/28/25
December 8 to January 2 <b>Fifth Month</b>	8 15 22 29	9 16 23 30	10 17 (24) 31	11 18 [25] [1]	12 19 26 2	10	Winter Break 12/22/25-1/02/26
January 5 to January 30 <b>Sixth Month</b>	5 12 [19] 26	6 13 20 27	7 14 21 28	8 15 22 29	9 {16} 23 30	19	Martin Luther King Jr. Day 1/19/26
February 2 to February 27 <b>Seventh Month</b>	2 9 [16] 23	3 10 (17) 24	4 11 18 25	5 12 19 26	6 13 20 27	15	Presidents' Week 2/16/26-2/20/26
March 2 to March 27 <b>Eighth Month</b>	2 9 16 23	3 10 17 24	4 11 18 25	5 12 19 26	6~ 13 20 {27}	19	Staff Dev Day 03/20/2026
March 30 to April 24 <b>Ninth Month</b>	30 6 13 20	31 7 14 21	1 8 15 22	2 9 16 23	3 10 17 24	15	Spring Break 4/13-4/17/26
April 27 to May 22 <b>Tenth Month</b>	27 4 11 18	28 5 12 19	29 6 13 20	30 7 14 21	1 8 15 22	19	No School, No Teacher Duty 5/22/26
May 25 to June 11 <b>Eleventh Month</b>	[25] 1 8 15	26 2 9 16	27 3 10 17	28 4 {11}~ 18	29 5 ▶ 12 [19]	13	Memorial Day 5/25/26 Last Day of Instruction 6/11/26 6/12/26 EHS Teachers' Duty Day 6/19/26 Juneteenth

	Trimester	Quarter / Semester
	<b>Elementary School</b>	<b>Middle School / High School</b>
~ End of Trimester	~1st Tri 60 Days	} 1st Qtr 43 Days
} End of Quarter	8/18/25 - 11/14/25	8/18/25 - 10/17/25
[ ] Legal Holiday	~2nd Tri 59 Days	} 2nd Qtr 47 Days
( ) Local Holiday	11/17/25 - 3/6/26	10/20/25 - 1/16/26
{▶} Possible Teacher Duty Day	~3rd Tri 61 Days	} 3rd Qtr 43 Days
No School	3/9/26 - 6/11/26	1/20/26 - 3/27/26
No School-Teacher Duty	180 Days	} 4th Qtr 47 Days
No School-No Teacher Duty		3/30/26 - 6/11/26
		180 Days

\*Note: Duty day for elementary, middle school, and Zoe Barnum teachers only 8/15/25. Duty day for Eureka High School teachers only 6/12/26. All teachers work six non-instruction duty days.



## Eureka City Schools

Johnna Emery, Director  
*Fiscal Services*

2100 J Street | Eureka, CA 95501

TO: Potential New Certificated or Management Employee  
FROM: Shannon Sandlin, Health Benefits  
RE: Health Benefits through Eureka City Schools

Thank you for showing interest in joining the team at Eureka City Schools. Enclosed you will find information regarding our health benefits plans. This is **NOT** an official enrollment packet. You will receive the official packet after accepting the offer of employment. Employees who work 90% or more of a full-time equivalent employee or qualify to receive 100% of the District's contribution toward health benefits **must** enroll in **all** of the health benefit plans.

### Some Terminology to Know

- Composite Rate: No change in cost of the plan to include your spouse or children
- Tiered Rate (only applies to medical): Change in cost to include your spouse or children
- Incentive Plan (only applies to dental): new members start at a lower incentive level and must receive services at least once per calendar year to advance to the next level.
- Deductible: the amount you must pay for acceptable charges/claims before your plan begins to make payments.
- Maximum out-of-pocket: the most you will pay during a calendar year for acceptable charges/claims.
- Co-payment: a fixed amount you must pay for an in-network visit.
- Health Savings Account (HSA) Eligible – allows tax free dollars to be deposited through payroll into this special account. HSA accounts go with the employee if they leave their employer and unused dollars rollover from year to year.

**MEDICAL** (most plans have a composite rate & the HSA \$5000 plan has a tiered rate)

Full-Time Employees: the District's maximum contribution is \$1,100.00 per month

Seven different medical plans to choose from

Rate is adjusted each October

**DENTAL** (Incentive, Composite Rate Plan)

Full-Time Employees: the District pays 100%; Part-time Employees: Receive pro-rated contribution

Currently there are very few in network Delta Dental dentist

Rate is adjusted each July

**VISION** (Composite Rate Plan)

Full-Time Employees: the District pays 100%; Part-time Employees: Receive pro-rated contribution

Rate is adjusted each July

**MORE INFORMATION ON BACK**

If you would like more detailed information than what is included, copies of each health plan's documents can be found on Eureka City Schools' website. Go to: [www.eurekacityschools.org](http://www.eurekacityschools.org) > select "For Staff" > then "Health Benefit Plans"

Health benefit coverage will become effective the first day of the month following your hire date (unless you are hired on the first, in which case it is immediately effective). It can take up to three (3) weeks for applications to be processed and members to reflect having coverage. Because of this, completed enrollment applications should be returned as quickly as possible. However, you can have up to 30 days from the qualifying date to enroll in health benefits.

All health benefit premiums are paid through payroll deduction. When employees work less than 12 months, they must pay the District their share of cost for coverage over the summer break. Eureka City Schools collects the annual amount owed for July (and August if applicable) ahead of time.

The payroll program calculates the annual cost for health benefits, making adjustments throughout the year when changes are made to an employee's share of cost, and divides it by the number of payroll checks an employee receives during that academic year. Most certificated positions normally have 11 paychecks for the academic year. If an employee enrolls in health benefits later in the academic year, the summer benefits deduction will be from fewer paychecks. If an employee leaves employment, any refund owed will be returned to the employee on their final (or next regular) paycheck.

If you have any questions regarding health benefits, please feel free to contact Shannon Sandlin:

- By Telephone: 441-2430
- By Email: [sandlins@eurekacityschools.org](mailto:sandlins@eurekacityschools.org)

Normal work hours are Monday through Friday from 8:00 am to 5:00 pm, with lunch break from 11:30 to 12:30.

**CERTIFICATED & MANAGEMENT PRORATION OF BENEFITS**  
Effective October 1, 2024 - September 30, 2025

		EMPLOYEE MEDICAL RATE INFORMATION									
		PLAN A	PLAN B	PLAN C	PLAN D	PLAN E	PLAN F	HSA \$5000 1	HSA \$5000 2	DIST MED	
%	8	\$ 1,720.00	\$ 1,683.00	\$ 1,598.00	\$ 1,463.00	\$ 1,410.00	\$ 1,066.00	\$ 654.00	\$ 1,043.00	\$ 1,100.00	
FTE	HRLY	EMP	EMP	EMP	EMP	EMP	EMP	EMP	EMP	EMP	DIST
0.33400	2.67	1,352.60	1,315.60	1230.60	1095.60	1042.60	698.60	286.60	675.60	367.40	
0.50000	4.00	1,170.00	1,133.00	1048.00	913.00	860.00	516.00	104.00	493.00	550.00	
0.53000	4.24	1,137.00	1100.00	1015.00	880.00	827.00	483.00	71.00	460.00	583.00	
0.53410	4.27	1,132.49	1095.49	1010.49	875.49	822.49	478.49	66.49	455.49	587.51	
0.55000	4.40	1,115.00	1078.00	993.00	858.00	805.00	461.00	49.00	438.00	605.00	
0.57000	4.56	1,093.00	1056.00	971.00	836.00	783.00	439.00	27.00	416.00	627.00	
0.58000	4.64	1,082.00	1045.00	960.00	825.00	772.00	428.00	16.00	405.00	638.00	
0.59000	4.72	1071.00	1034.00	949.00	814.00	761.00	417.00	5.00	394.00	649.00	
0.60000	4.80	1060.00	1023.00	938.00	803.00	750.00	406.00	0.00	383.00	660.00	
0.61000	4.88	1049.00	1012.00	927.00	792.00	739.00	395.00	0.00	372.00	671.00	
0.62000	4.96	1038.00	1001.00	916.00	781.00	728.00	384.00	0.00	361.00	682.00	
0.62500	5.00	1032.50	995.50	910.50	775.50	722.50	378.50	0.00	355.50	687.50	
0.66000	5.28	994.00	957.00	872.00	737.00	684.00	340.00	0.00	317.00	726.00	
0.66670	5.33	986.63	949.63	864.63	729.63	676.63	332.63	0.00	309.63	733.37	
0.67000	5.36	983.00	946.00	861.00	726.00	673.00	329.00	0.00	306.00	737.00	
0.68000	5.44	972.00	935.00	850.00	715.00	662.00	318.00	0.00	295.00	748.00	
0.68750	5.50	963.75	926.75	841.75	706.75	653.75	309.75	0.00	286.75	756.25	
0.70000	5.60	950.00	913.00	828.00	693.00	640.00	296.00	0.00	273.00	770.00	
0.71000	5.68	939.00	902.00	817.00	682.00	629.00	285.00	0.00	262.00	781.00	
0.71850	5.75	929.65	892.65	807.65	672.65	619.65	275.65	0.00	252.65	790.35	
0.72000	5.76	928.00	891.00	806.00	671.00	618.00	274.00	0.00	251.00	792.00	
0.73000	5.84	917.00	880.00	795.00	660.00	607.00	263.00	0.00	240.00	803.00	
0.74000	5.92	906.00	869.00	784.00	649.00	596.00	252.00	0.00	229.00	814.00	
0.75000	6.00	895.00	858.00	773.00	638.00	585.00	241.00	0.00	218.00	825.00	
0.76000	6.08	884.00	847.00	762.00	627.00	574.00	230.00	0.00	207.00	836.00	
0.77000	6.16	873.00	836.00	751.00	616.00	563.00	219.00	0.00	196.00	847.00	
0.78000	6.24	862.00	825.00	740.00	605.00	552.00	208.00	0.00	185.00	858.00	
0.79000	6.32	851.00	814.00	729.00	594.00	541.00	197.00	0.00	174.00	869.00	
0.80000	6.40	840.00	803.00	718.00	583.00	530.00	186.00	0.00	163.00	880.00	
0.83330	6.67	803.37	766.37	681.37	546.37	493.37	149.37	0.00	126.37	916.63	
0.85000	6.80	785.00	748.00	663.00	528.00	475.00	131.00	0.00	108.00	935.00	
0.90625	7.25	723.12	686.12	601.12	466.12	413.12	69.12	0.00	46.12	996.88	
0.92760	7.42	699.64	662.64	577.64	442.64	389.64	45.64	0.00	22.64	1020.36	
0.93750	7.50	688.75	651.75	566.75	431.75	378.75	34.75	0.00	11.75	1031.25	
0.96875	7.75	654.37	617.37	532.37	397.37	344.37	0.37	0.00	0.00	1065.63	
1.00000	8.00	620.00	583.00	498.00	363.00	310.00	0.00	0.00	0.00	1100.00	

**COBRA RATES**

96.00 DENTAL 97.92

15.00 VISION 15.30

**113.22**

		FULL PREMIUM					
		Plan A	Plan B	Plan C	Plan D	Plan E	Plan F
SISC	\$ 1,100.00	\$ 1,720	\$ 1,683	\$ 1,598	\$ 1,463	\$ 1,410	\$ 1,066
Keenan 75%		\$ 1,290.00	\$ 1,262.25	\$ 1,198.50	\$ 1,097.25	\$ 1,057.50	\$ 799.50
Keenan COBRA		\$ 1,754.40	\$ 1,716.66	\$ 1,629.96	\$ 1,492.26	\$ 1,438.20	\$ 1,087.32
DUAL EE		\$ 190.00	\$ 162.25	\$ 98.50	\$ 0.00	\$ 0.00	\$ 0.00

		HSA \$5000 1	HSA \$5000 2
75%		\$ 654	\$ 1,043
COBRA		\$ 490.50	\$ 782.25
		\$ 667.08	\$ 1,063.86



**SISC**  
Self-Insured Schools of California  
Schools Helping Schools

**ECS Certificated Members**  
**October 1, 2024 - September 30, 2025**

	PLAN A	PLAN B	PLAN C	PLAN D	PLAN E	PLAN F	HSA \$5000
2024-2025	Anthem	Anthem	Anthem	Anthem	Anthem	Anthem	Anthem
	100-D \$20	100-G \$20	90-G \$20	80-G \$20	80-J \$30	HSA \$5000 (Formerly Minimum Value)	Two-Tier HSA \$5000 (Formerly Anchor Bronze)
<b>MEDICAL - CALENDAR YEAR Deductibles &amp; Maximums</b>	<b>Member Pays</b>	<b>Member Pays</b>	<b>Member Pays</b>	<b>Member Pays</b>	<b>Member Pays</b>	<b>Member Pays</b>	<b>Member Pays</b>
Individual/Family Deductibles	\$300/\$600	\$500/\$1,000	\$500/\$1,000	\$500/\$1,000	\$750/\$1,500	\$5,000/\$10,000*	\$5,000/\$10,000*
Individual/Family Out-of-Pocket (OOP) Max (includes medical deductibles, co-insurance and co-pays)	\$1,000/\$3,000	\$1,000/\$3,000	\$1,000/\$3,000	\$2,000/\$4,000	\$3,000/\$6,000	\$6,350/\$12,700*	\$6,350/\$12,700*

\*Includes Rx

\*Includes Rx

**PROFESSIONAL SERVICES**

Office Visit (OV) co-pay (\$0 Copay for 1st 3 cal yr Primary Care OV on Non-HSA PPO plans)	\$20	\$20	\$20	\$20	\$30	Deductible, then 30%	Deductible, then 30%
Urgent Care co-pay	\$20	\$20	\$20	\$20	\$30	30%	30%
Specialists/Consultants co-pay	\$20	\$20	\$20	\$20	\$30	30%	30%
Prenatal, postnatal office visit co-pay	\$20	\$20	\$20	\$20	\$30	30%	30%
Scans: CT, CAT, MRI, PET etc.	0%	0%	10%	20%	20%	30%	30%
Diagnostic X-ray & Laboratory Procedures	0%	0%	10%	20%	20%	30%	30%
Infertility (Refer to Plan Document)	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered
Preventive Care (includes physical exams & screenings)	0% Ded Waived	0% Ded Waived	0% Ded Waived	0% Ded Waived	0% Ded Waived	0% Ded Waived	0% Ded Waived

**HOSPITAL & SKILLED NURSING FACILITY SERVICES**

Emergency Room visit (copay waived if admitted)	0% \$100 co-pay	0% \$100 co-pay	10% \$100 co-pay	20% \$100 co-pay	20% \$100 co-pay	30% \$100 co-pay	30% \$100 co-pay
Inpatient Hospital (preauth. required) - limits may apply	0%	0%	10%	20%	20%	30%	30%
Outpatient Hospital	0%	0%	10%	20%	20%	30%	30%
Surgery, Outpatient (performed in Surgery Center)	0%	0%	10%	20%	20%	30%	30%
Surgery, Outpatient (performed in a Hospital) - limits may apply	0%	0%	10%	20%	20%	30%	30%

**MENTAL HEALTH & SUBSTANCE ABUSE TREATMENT**

<b>INPATIENT:</b> Facility Based Care (preauth required)	0%	0%	10%	20%	20%	30%	30%
<b>OUTPATIENT:</b> Facility Based Care (preauth required)	0%	0%	10%	20%	20%	30%	30%





ECS Certificated Members  
October 1, 2024 - September 30, 2025

	PLAN A	PLAN B	PLAN C	PLAN D	PLAN E	PLAN F	HSA \$5000
	Anthem	Anthem	Anthem	Anthem	Anthem	Anthem	Anthem
2024-2025	100-D \$20	100-G \$20	90-G \$20	80-G \$20	80-J \$30	HSA \$5000 (Formerly Minimum Value)	Two-Tier HSA \$5000 (Formerly Anchor Bronze)

OTHER SERVICES

Ambulance (Ground or Air)	0%	0%	10%	20%	20%	30%	30%
	\$100 co-pay	\$100 co-pay	\$100 co-pay	\$100 co-pay	\$100 co-pay	\$100 co-pay	\$100 co-pay
Acupuncture - Limits apply	0%	0%	10%	20%	20%	30%	30%
	Uses ASH Network	Uses ASH Network	Uses ASH Network	Uses ASH Network	Uses ASH Network	Uses ASH Network	Uses ASH Network
Chiropractic - Limits apply	0%	0%	10%	20%	20%	30%	30%
	Uses ASH Network	Uses ASH Network	Uses ASH Network	Uses ASH Network	Uses ASH Network	Uses ASH Network	Uses ASH Network
Durable Medical Equipment (DME)	0%	0%	10%	20%	20%	30%	30%
	0%	0%	10%	20%	20%	30%	30%
Physical and Occupational Therapy - Limits apply	0%	0%	10%	20%	20%	30%	30%
	Amount in excess of \$700 allowance/24 months	Amount in excess of \$700 allowance/24 months	Amount in excess of \$700 allowance/24 months	Amount in excess of \$700 allowance/24 months	Amount in excess of \$700 allowance/24 months	Amount in excess of \$700 allowance/24 months	Amount in excess of \$700 allowance/24 months
Hearing Aids							

PHARMACY BENEFITS

Plan	200/10-35	200/10-35	200/10-35	200/10-35	200/10-35	HSA Rx	HSA Rx
Pharmacy Benefit Manager	Navitus	Navitus	Navitus	Navitus	Navitus	Navitus	Navitus
Individual/Family Brand & Specialty Rx Deductibles	\$200/\$500	\$200/\$500	\$200/\$500	\$200/\$500	\$200/\$500	Included w/ Medical ded	Included w/ Medical ded
Individual/Family Rx Out-of-Pocket (OOP) Max (includes Rx deductibles and co-pays)	\$2,500/\$3,500	\$2,500/\$3,500	\$2,500/\$3,500	\$2,500/\$3,500	\$2,500/\$3,500	Included w/ Med OOP Max	Included w/ Med OOP Max
Generic co-pay/30 days supply	\$0 at Costco \$10 at Other Network	\$0 at Costco \$10 at Other Network	\$0 at Costco \$10 at Other Network	\$0 at Costco \$10 at Other Network	\$0 at Costco \$10 at Other Network	Deductible, then \$0 at Costco or \$9 at Other Network	Deductible, then \$0 at Costco or \$9 at Other Network
Brand co-pay/30 days supply	\$35	\$35.00	\$35.00	\$35.00	\$35.00	Deductible, then \$35	Deductible, then \$35
Specialty co-pay/up to 30 days supply	\$35 Must Use Navitus Mail	\$35 Must Use Navitus Mail	\$35 Must Use Navitus Mail	\$35 Must Use Navitus Mail	\$35 Must Use Navitus Mail	Deductible, then \$35 (Must Use Navitus Mail)	Deductible, then \$35 (Must Use Navitus Mail)
Mail Order (Generic-Brand co-pay/90 days supply)	\$0-\$90	\$0-\$90	\$0-\$90	\$0-\$90	\$0-\$90	Deductible, then \$0-\$90	Deductible, then \$0-\$90
Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy

This sheet is only a brief summary of in-Network patient costs. Please refer to the plan documents available through your district for applicable details, limitations, and exclusions. Out-of-Network services may not be covered. Employee cost/payroll deduction, if applicable, can be requested from the district.

\* Coverage stages apply, see benefit summary for details

# Keep Smiling

## Delta Dental PPO™



### Save with PPO

Visit a dentist in the PPO<sup>1</sup> network to maximize your savings.<sup>2</sup> These dentists have agreed to reduced fees, and you won't get charged more than your expected share of the bill.<sup>3</sup> Find a PPO dentist at [deltadentalins.com](https://deltadentalins.com).

### Set up an online account

Get information about your plan anytime, anywhere by signing up for an online account at [deltadentalins.com](https://deltadentalins.com). This useful service, available once your coverage kicks in, lets you check benefits and eligibility information, find a network dentist and more.

### Check in without an ID card

You don't need a Delta Dental ID card when you visit the dentist. Just provide your name, birth date and enrollee ID or Social Security number. If your family members are covered under your

plan, they will need your information. Prefer to take a paper or electronic ID card with you? Simply log in to your account, where you can view or print your card with the click of a button.

### Coordinate dual coverage

If you're covered under two plans, ask your dental office to include information about both plans with your claim, and we'll handle the rest.

### Understand transition of care

Did you start on a dental treatment plan before your PPO coverage kicked in? Generally, multi-stage procedures are only covered under your current plan if treatment began after your plan's effective date of coverage.<sup>4</sup> You can find this date by logging in to your online account.

### Newly covered?

Visit [deltadentalins.com/welcome](https://deltadentalins.com/welcome).

## Save with a PPO dentist



<sup>1</sup> In Texas, Delta Dental Insurance Company provides a dental provider organization (DPO) plan.

<sup>2</sup> You can still visit any licensed dentist, but your out-of-pocket costs may be higher if you choose a non-PPO dentist. Network dentists are paid contracted fees.

<sup>3</sup> You are responsible for any applicable deductibles, coinsurance, amounts over annual or lifetime maximums and charges for non-covered services. Out-of-network dentists may bill the difference between their usual fee and Delta Dental's maximum contract allowance.

<sup>4</sup> Applies only to procedures covered under your plan. If you began treatment prior to your effective date of coverage, you or your prior carrier is responsible for any costs. Group- and state-specific exceptions may apply. If you are currently undergoing active orthodontic treatment, you may be eligible to continue treatment under Delta Dental PPO. Review your Evidence of Coverage, Summary Plan Description or Group Dental Service Contract for specific details about your plan.

**Plan Benefit Highlights for:** Eureka City Schools  
(Certificated & Classified)

**Group No:** 07092 – 00326 & 00327

**Effective Date:** 7/1/2020

In this incentive plan, Delta Dental pays 70% of the PPO contract allowance for covered diagnostic, preventive and basic services and 70% of the PPO contract allowance for major services during the first year of eligibility. The coinsurance percentage will increase by 10% each year (to a maximum of 100%) for each enrollee if that person visits the dentist at least once during the year. If an enrollee does not use the plan during the calendar year, the percentage remains at the level attained the previous year. If an enrollee becomes ineligible for benefits and later regains eligibility, the percentage will drop back to 70%.

<b>Eligibility</b>	Primary enrollee, spouse and eligible dependent children to the end of the month dependent turns age 26			
<b>Deductibles</b>	None			
<b>Maximums</b>	\$2,000 per person each calendar year			
D & P counts toward maximum?	Yes			
<b>Waiting Period(s)</b>	Basic Benefits None	Major Benefits None	Prosthodontics None	Orthodontics None

<b>Benefits and Covered Services*</b>	<b>Delta Dental PPO dentists**</b>	<b>Non-Delta Dental PPO dentists**</b>
<b>Diagnostic &amp; Preventive Services (D &amp; P)</b> Exams, (2) cleanings and x-rays	70 - 100 %	70 - 100 %
<b>Basic Services</b> Fillings, posterior composites and sealants	70 - 100 %	70 - 100 %
<b>Endodontics</b> (root canals) Covered Under Basic Services	70 - 100 %	70 - 100 %
<b>Periodontics</b> (gum treatment) Covered Under Basic Services	70 - 100 %	70 - 100 %
<b>Oral Surgery</b> Covered Under Basic Services	70 - 100 %	70 - 100 %
<b>Major Services</b> Crowns, inlays, onlays and cast restorations	70 - 100 %	70 - 100 %
<b>Prosthodontics</b> Bridges, dentures and implants	50 %	50 %
<b>Orthodontic Benefits</b> Dependent children	50 %	50 %
<b>Orthodontic Maximums</b>	\$1,000 Lifetime	\$1,000 Lifetime
<b>Dental Accident Benefits</b>	100 % (Separate \$1,000 maximum per person each calendar year)	

\* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental contract allowances and not necessarily each dentist's actual fees.

\*\* Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and the program allowance for non-Delta Dental dentists.

**Delta Dental of California**  
560 Mission St., Suite 1300  
San Francisco, CA 94105

**Customer Service**  
866-499-3001

**Claims Address**  
P.O. Box 997330  
Sacramento, CA 95899-7330

**deltadentalins.com**

**DELTA DENTAL PPO<sup>SM</sup>**

**BENEFIT HIGHLIGHTS**

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

HLT\_PPO\_INCEN\_DDC (Rev. 04/30/2020)

# A Look at Your VSP Vision Coverage

With VSP and EUREKA CITY SCHOOLS,  
your health comes first.



As a member, you'll get access to savings  
and personalized vision care from a VSP  
network doctor for you and your family.

#### Value and savings you love.

Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras which provide offers from VSP and leading industry brands totaling over \$3,000 in savings.

#### Provider choices you want.

With private practice doctors and Visionworks retail locations to choose from nationwide, getting the most out of your benefits is easy at a VSP Premier Edge™ location.



#### Quality vision care you need.

You'll get great care from a VSP network doctor, including a WellVision Exam®. An annual eye exam not only helps you see well, but helps a doctor detect signs of eye conditions and health conditions, like diabetes and high blood pressure.

#### Using your benefit is easy!

Create an account on **vsp.com** to view your in-network coverage, find the VSP network doctor who's right for you, and discover savings with exclusive member extras. At your appointment, just tell them you have VSP.

**vsp**  
vision care

## More Ways to Save

Extra

\$20

to spend on

Featured Frame Brands<sup>+</sup>

bebe Calvin Klein  
COLE HAAN DRAGON  
FLEXON LONG CHAMP  
and more

See all brands and offers  
at **vsp.com/offers**.

+

Up to

40%

Savings on  
lens enhancements<sup>‡</sup>

Create an account today.  
Contact us: **800.877.7195** or **vsp.com**

Your VSP Vision Benefits Summary  
EUREKA CITY SCHOOLS and VSP provide you with an affordable vision plan.

PROVIDER NETWORK:

VSP Signature

EFFECTIVE DATE:

07/01/2024



BENEFIT	DESCRIPTION	COPAY	FREQUENCY
Your Coverage with a VSP Provider			
WELLVISION EXAM	<ul style="list-style-type: none"><li>Focuses on your eyes and overall wellness</li><li>Routine retinal screening</li></ul>	\$5 for exam and glasses Up to \$39	Every 12 months
ESSENTIAL MEDICAL EYE CARE	<ul style="list-style-type: none"><li>Retinal imaging for members with diabetes covered-in-full</li><li>Additional exams and services beyond routine care to treat immediate issues from pink eye to sudden changes in vision or to monitor ongoing conditions such as dry eye, diabetic eye disease, glaucoma, and more.</li><li>Coordination with your medical coverage may apply. Ask your VSP network doctor for details.</li></ul>	\$5 per exam	Available as needed
PRESCRIPTION GLASSES			
FRAME*	<ul style="list-style-type: none"><li>\$170 Featured Frame Brands allowance</li><li>\$150 frame allowance</li><li>20% savings on the amount over your allowance</li></ul>	Combined with exam	Every 12 months
LENSES	<ul style="list-style-type: none"><li>Single vision, lined bifocal, and lined trifocal lenses</li><li>Impact-resistant lenses for dependent children</li></ul>	Combined with exam	Every 12 months
LENS ENHANCEMENTS	<ul style="list-style-type: none"><li>Standard progressive lenses</li><li>Premium progressive lenses</li><li>Custom progressive lenses</li><li>Average savings of 40% on other lens enhancements</li></ul>	\$0 \$80 - \$90 \$120 - \$160	Every 12 months
CONTACTS (INSTEAD OF GLASSES)	<ul style="list-style-type: none"><li>\$120 allowance for contacts and contact lens exam (fitting and evaluation)</li><li>15% savings on a contact lens exam (fitting and evaluation)</li></ul>	\$0	Every 12 months
<b>Glasses and Sunglasses</b> <ul style="list-style-type: none"><li>Discover all current eyewear offers and savings at <a href="https://vsp.com/offers">vsp.com/offers</a>.</li><li>30% savings on unlimited additional pairs of prescription or non-prescription glasses/sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% savings from a VSP provider within 12 months of your last WellVision Exam.</li></ul>			
<b>Laser Vision Correction</b> <ul style="list-style-type: none"><li>Average of 15% off the regular price; discounts available at contracted facilities.</li><li>After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor</li></ul>			
<b>ADDITIONAL SAVINGS</b> <ul style="list-style-type: none"><li><b>Exclusive Member Extras for VSP Members</b><ul style="list-style-type: none"><li>Contact lens rebates, lens satisfaction guarantees, and more offers at <a href="https://vsp.com/offers">vsp.com/offers</a>.</li><li>Save up to 60% on digital hearing aids with TruHearing®. Visit <a href="https://vsp.com/offers/special-offers/hearing-aids">vsp.com/offers/special-offers/hearing-aids</a> for details.</li><li>Enjoy everyday savings on health, wellness, and more with VSP Simple Values.</li></ul></li></ul>			

**YOUR COVERAGE GOES FURTHER IN-NETWORK**

With so many in-network choices, VSP makes it easy to get the most out of your benefits. You'll have access to preferred private practice, retail, and online in-network choices. Log in to [vsp.com](https://vsp.com) to find an in-network provider.

\*Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change.  
†Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.  
\*Coverage with a retail chain may be different or not apply.  
VSP guarantees member satisfaction from VSP providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business. TruHearing is not available directly from VSP in the states of California and Washington. Premier Edge is not available for some members in the state of Texas.  
To learn about your privacy rights and how your protected health information may be used, see the VSP Notice of Privacy Practices on [vsp.com](https://vsp.com).  
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VSP, Eyeconic, and WellVision Exam are registered trademarks, and VSP LightCare and VSP Premier Edge are trademarks of Vision Service Plan. Flexon and Dragon are registered trademarks of Marchon Eyewear, Inc. All other brands or marks are the property of their respective owners. 102898 VCCM

**Eureka City Schools**  
**Grievance Report Form**  
**January 1, 2022**

**Name:**

**Mailing Address:** 630 J St. Eureka, Ca 95501

**Phone Number:**

**School:**

**Date Grievance occurred:**

**Grievance Statement:**

**Agreement Violation:**

**Specific Remedy Sought:**

<b>Grievance Chair:</b>	
<b>Informal Meeting Date:</b>	
<b>Level I Date:</b>	
<b>Level II Date:</b>	
<b>Level III Date:</b>	
<b>Date Resolution Accomplished:</b>	