

# CONTRACT AGREEMENT

Between  
**CYPRESS SCHOOL DISTRICT**  
And  
**ASSOCIATION OF CYPRESS TEACHERS**

A.C.T.

July 1, 2024 - June 30, 2025

**CYPRESS SCHOOL DISTRICT**

*5816 Corporate Ave*

*Cypress, CA 90630*

*(714) 220-6900*

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# TWENTY-SECOND CONTRACT AGREEMENT

ASSOCIATION OF CYPRESS TEACHERS (ACT)  
July 1, 2024 – June 30, 2025

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# **AGREEMENT**

**Effective July 1, 2024 – June 30, 2025**

The articles and provisions contained herein constitute a bilateral and binding agreement (Agreement) by and between the Cypress School District (District) and the Association of Cypress Teachers (Association), a recognized certificated employee organization.

This Agreement is entered into pursuant to Chapter 10.7, Sections #3540-3549 of the Government Code (Act).

This Agreement shall commence on July 1, 2024, and continue through June 30, 2025, and shall continue in effect after June 30, 2025 day-to-day until such time as a new or modified agreement is ratified by both parties.

# **ARTICLE 1**

## ***RECOGNITION***

The District recognizes the Association as the exclusive representative of all certificated employees, excluding substitute classroom teachers, and those in management positions as designated by the Cypress School District Board of Trustees.

## ARTICLE 2

### SAVINGS

- A. Should any part of this Agreement, or any provisions herein contained, be rendered or declared invalid by reason of an existing or subsequently enacted legislation, or by decree of an Appellate or Supreme Court, and until all appeals have been exercised, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. Remaining parts or provisions shall remain in full force and effect.
  
- B. Should a provision or application be deemed invalid by an Appellate or Supreme Court or the Public Employment Relations Board (PERB), the parties shall meet not later than ten (10) days after such decision to examine the provision or provisions affected, and, if deemed appropriate by either party, open such provision or provisions for negotiations.

## ARTICLE 3

### WAGES

A. Wage shall be based on training and experience.

1. For certificated employees hired after July 1, 2020, a maximum of ten (10) years teaching experience shall be credited, with placement on the appropriate column and step, beginning effective July 1, 2024, based on teaching experience and education units. Teaching experience, as defined by law, shall mean contracted teaching experience in public schools while holding a B.A./B.S. degree and a valid state teaching credential.

For nurses, a maximum of four (4) years credit shall be granted with placement on the fifth step with four (4) or more years teaching/clinical experience. "Teaching/clinical experience" as herein used shall mean teaching/clinical experience in public schools/clinical agencies while holding a B.A./B.S. degree and appropriate and valid state credentials.

School Psychologists' and (effective July 1, 2003) Speech Pathologists' beginning wage, regardless of experience and/or units received, is Column IV, Step 8. Effective July 1, 2023, School Psychologists and Speech Pathologists who complete four years at Step 11 will progress to Step 12.

2. Each certificated employee on the wage schedule shall advance one (1) step for each full year of service to a maximum of five (5) steps in Column I (Bachelors with credential); ten (10) steps in Column II (Bachelors plus thirty [30] semester units and credential); ten (10) steps in Column III (Bachelors plus forty-five [45] semester units); and eleven (11) steps in Column IV (Bachelors plus sixty [60] semester units or Masters degree if hired prior to January 1, 2001). Placement on Column IV requires a Master's degree for those hired after January 1, 2001.

For full-time certificated employees, a full year of service constitutes a minimum equivalent of 139.5 full-time annual duty days worked. Days taught within a given year in excess of the minimum cannot be used as days to be counted toward another year.

For certificated employees on part-time contracts or on Board-approved leaves of absence, a full year of service constitutes a minimum equivalent of 139.5 full-time duty days worked, accumulated over consecutive school years. Duty days worked may be carried forward to subsequent years until the minimum has been reached. Teachers who earned a full year of service in nonconsecutive years may request, in writing, a year of service credit for salary advancement. Requests must be made by January 15 of the year following qualification for service credit under this paragraph.

3. Longevity increments granted to certificated employees represented by the Association on the following basis are established by years of service to the District and do not include credit given for prior teaching/clinical experience:

Effective July 1, 2005, each teacher on Columns III and IV on the Wage Schedule at the 12<sup>th</sup>, 17<sup>th</sup>, 21<sup>st</sup>, and 26<sup>th</sup> years shall be eligible for the following longevity increments:

12 <sup>th</sup> year	4%
17 <sup>th</sup> year	9%
21 <sup>st</sup> year	14%
26 <sup>th</sup> year	19%

Effective July 1, 2018, each teacher on Column IV shall be eligible for the following longevity increment:

30 <sup>th</sup> year	\$1,000
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Effective July 1, 2025, employees who are initially placed on Column IV, Step 6 or higher, and complete six years at Step 11, will progress to Step 12.

4. Wage adjustments due to step and longevity increment changes shall be effective with the first pay warrant covering wages due from the anniversary date.
  - a. Certificated employees employed a minimum of 75% of the days for that school year shall have their anniversary date the first duty day of the following school year.
  - b. Certificated employees employed for the current school year for less than 75% of the days shall have their anniversary date the first duty day of the second subsequent school year.
5. Certificated employees requesting to move into a higher wage column must submit official transcripts to the Human Resources Department no later than October 15 if the increase is to be effective the start of the current school year, or March 15 if the increase is to be effective February 1 of the current school year for traditional calendar employees. Equivalent adjustments will be made to reflect a midyear increase for certificated employees on year-round schedules who submit official transcripts by the March 15 deadline. Column changes are limited to a maximum of sixteen (16) semester units per regular school year exclusive of the summer or intersession period.
6. To receive credit toward column advancement, all units claimed must be granted by a WASC or equivalent accredited college or university. Included shall be units clearly designated by the college or university on official transcripts as graduate units earned during the last regular semester before receiving the baccalaureate degree or last four semesters as part of a college or university blended or integrated

degree/credential program. Otherwise, all units granted toward wage classification advancement shall be accrued from the date a baccalaureate degree was awarded.

- a. Except for units earned in lower division and/or at lower division colleges, when the course or courses are undertaken at the specific request of the individual's immediate supervisor and have been approved in advance by the Human Resources Division, all units claimed must be on an upper division or graduate level.
- b. Unit credit shall be given for any course in which a grade of "C" or better, or "Pass," or "Credit" is earned.
- c. All units shall be in semester units effective October 16, 1999. Quarter units shall be converted to semester units by the ratio of three (3) to two (2). Three (3) quarter units equal two (2) semester units.
- d. Any state mandatory subjects required in the academic fields, specifically language or math, shall be given graduate credit for column and/or step progression.

B. The salary schedule (Appendix A) will be based on the current index as cited in the Certificated Employee's Wage Index.

**CERTIFICATED EMPLOYEES' WAGE INDEX**

	Column I	Column II	Column III	Column IV
Step	Bachelors (Credential)	Bachelors +30 Semester Units (Credential)	Bachelors +45 Semester Units (Credential)	Bachelors +65 Semester Units or *Masters (Credential)
1	1	1.14	1.21	1.28
2	1.04	1.196	1.274	1.352
3	1.08	1.252	1.338	1.424
4	1.12	1.308	1.402	1.496
5	1.16	1.364	1.466	1.568
6		1.42	1.53	1.64
7		1.476	1.594	1.712
8		1.532	1.658	1.784
9		1.588	1.722	1.856
10		1.644	1.786	1.928
11				2

\* Placement on Column IV requires a Master's degree for those hired after January 1, 2001.

C. Effective beginning the 2016-2017 school year, the work year for unit members on the teachers' salary schedule shall be 186 days. The work year shall include one [1] school planning day, one [1] parent/teacher conference day, and four [4] District staff development days.

- D. Part-time Teachers shall be placed on the Certificated Wage Schedule on a pro-rata basis.
- E. Helping teacher rate of pay will be subject to change by the same percentage as is applied to the Certificated Wage Schedule with the change effective upon ratification of the agreement. (See Appendix A or current Certificated Wage Schedule).
- F. Work outside of the certificated employee workday and year shall be offered to qualified employees at the Helping Teacher rate of pay. If such work is not accepted, personnel may be sought outside the ranks of District certificated employees.
- G. Temporary teachers shall be paid in the same manner, based on the regular Certificated Wage Schedule, as full-time teachers and shall be entitled to all benefits provided for in this Agreement the first day of the month following date of hire.
- H. Teachers contracted for service outside work hours, as specified in Article 4 of this Agreement, shall receive compensation at the Helping Teacher rate of pay. However, certificated employees represented by the Association may be contracted for more than one hundred eighty-six (186) days at their regular per diem rate of pay.
- I. For purposes of calculating an hourly rate of pay, per diem shall be divided by seven (7) hours.
- J. Extended School Year staff shall receive compensation at his/her regular per diem hourly rate of pay in effect on June 30 of that calendar year.
- K. Teachers working on a traditional calendar who substitute during year-round schedule shall receive regular substitute pay.
- L. Teachers serving in the sixth grade outdoor science program shall be paid a stipend of \$100 per night, while away from home, not to exceed \$400 unless staff and students are held over at camp due to unforeseen situations.
- M. When bargaining unit members are required to cover a class or portion of a class for an absent teacher for a minimum of three hours, the per diem pay of one substitute shall be divided equally among the teacher(s) who provide coverage.
- N. If full-time unit members are required by the district in writing to attend meetings, workshops, or professional development on a non-contracted workday, they shall have the option to accept or decline the request. If certificated employee agrees to attend, they shall be compensated at the helping teacher rate of pay for the required hours.

## ARTICLE 4

### *HOURS OF EMPLOYMENT*

#### A. Work Year

1. For the 2001-2002 school year, regular full-time and part-time certificated employees represented by the Association were contracted for a total number of days of service during the traditional or year-round school year, not to exceed one hundred eighty-four [184]. However, certificated employees represented by the Association assigned to the District Office could be contracted for more than one hundred eighty-four [184] days. Commencing with the 2002-2003 school year, the contracted number of days increased to 185 as set forth in Article 3, item C. Commencing with the 2016-2017 school year, the contracted number of days increased to 186.
2. Specific days on which such service is to be rendered shall be determined by the District in accordance with the adopted traditional or year-round school calendar.
3. Certificated employees represented by the Association may be contracted for service to be performed outside their regular calendared work year and work hours.

#### B. Hours of Work

1. Hours of work for certificated employees represented by the Association shall be as follows:
  - a. Except as otherwise provided in this Article, all certificated employees shall work a seven (7) hour day, which includes a forty-five (45) minute lunch period of which thirty (30) minutes shall be duty-free. Certificated employees may leave the site during the lunch period.
  - b. Classroom teachers, excepting kindergarten, shall report for duty twenty (20) minutes before their students' instructional day begins. Kindergarten teachers' beginning and ending times shall be determined by the supervisor.
  - c. On days of inclement weather, as determined by the District, which result in a reduction of the certificated employee's lunch period to thirty (30) minutes, certificated employees will be permitted to leave after the students have been properly dismissed and they have worked their seven (7) hour contracted day as set forth in B.1.a above.
  - d. On days of night activities (after 6:00 p.m.), where certificated employee attendance is required by the District, certificated employees involved will be permitted to leave fifteen (15) minutes earlier than the regular workday.
  - e. On the last day of the work week, certificated employees will be permitted to leave fifteen (15) minutes earlier than the regular workday.

- f. Certificated employees may be released from the site after students are dismissed at the discretion of the supervisor.
- g. Support personnel supervised by a District administrator may have their schedule/hours adjusted in the event assigned professional duties require the certificated employee to work at times other than scheduled hours.
- h. During fall and spring parent conference weeks, certificated employees represented by the Association shall work their regular work hours. The supervisor shall adjust the regular work hours of the certificated employee whenever parent conferences are held prior to regular reporting time or after the regular workday.
- i. Duties of certificated employees represented by the Association will include:

- \* (1) Open House.
- \* (2) Back-to-School Night.
- (3) Faculty and District meetings (not to exceed one [1] hour).
- (4) Counseling students.
- (5) Student supervision.\*\*
- (6) Preparation for instruction.
- (7) Program development.
- (8) Parent group meetings  
(Administrative Handbook, "Teacher Participation at Parent Group Meetings").
- (9) School committee assignments, distributed equitably amongst bargaining unit members to the extent practical.\*\*\*
- (10) Parent conferences.
- (11) SST meetings.
- (12) Co-teaching for kindergarten teachers.

\*Certificated employees represented by the Association serving more than one site shall attend at least one (1) Back-to-School Night and one (1) Open House at a site served. This provision excludes music teachers who are not required to attend Open House or Back-to-School Night due to other night activities.

\*\*This provision excludes music teachers, psychologists, and speech therapists, or certificated employees assigned to more than one (1) site from providing regularly scheduled student supervision.

\*\*\*This provision does not preclude any unit member from volunteering for any additional duties.

- j. In collaboration with the principal, Education Specialists may be provided up to two release days per year to work on progress reports, service tracking, or other professional-related duties.
2. Participation in District Curriculum Committees, the Little Olympics, and Student Council shall be on a voluntary basis by certificated employees represented by the Association. The supervisor may adjust the hours for work completed outside the normal workday.
  3. Classroom teachers participating in the Outdoor Education Program shall have no

- required duties following the evening meal.
4. Work hours for Helping Teachers shall not exceed three (3) hours per day.
  5. Work hours for half-time teachers shall be equivalent to three and one-half (3-1/2) hours per day, excluding lunch.
  6. Teacher work hours shall not be increased during the term of this Agreement.
  7. A certificated employee shall not be required to remain with his/her class while the class is under the supervision of a certificated music teacher. When more than one [1] regular classroom is participating in music, one [1] certificated employee shall remain to assist the music teacher.
  8. Special Education Team meetings and IEP meetings shall be concluded within two hours and fifteen minutes following the end of each site's instructional day. Unit members with a class roster of 24 or more students, who are required to attend IEP meetings that cumulatively exceed three hours per week beyond the seven-hour contracted workday, referenced in B.1.a above, shall, with the approval of the site administrator, have the option to be paid for additional hours beyond the cumulative three hours per week at the Helping Teacher rate of pay or have their hours adjusted to compensate for these extra hours. This provision does not preclude any unit member from volunteering for any additional duties. Any adjustment of hours will be mutually agreed with the site administrator. In the event that a bargaining unit member is required by the District to attend a special education mediation or fair hearing on a non-work day, the employee will be paid at his/her per diem rate of pay unless alternative arrangements are agreed upon by the employee and the District.
  9. Without reducing the total weekly instructional minutes, each school shall designate a day of the week (with the day approved by the District) as a shortened instructional day. The time provided on these days shall be used for instructional planning and preparation at a District site. Each grade level shall report to the site administrator that a meeting occurred, the names of the participants, and the topics discussed. Except in cases of emergency, no required school meeting shall be scheduled by the site administrator during this planning time.
  10. To the extent required by law, the district shall provide state-mandated training. The training shall be provided during the unit member's work day, during staff meetings or non-student staff development days.

C. **Release Days**

1. Effective July 1, 2005, regular classroom teachers not participating in a grade span adjustment and transitional kindergarten teachers shall be provided three (3) release days per school year, provided that the district continues to participate in grade span adjustment for targeted grade levels. The purpose of these release days is to prepare for parent conferences, report cards, and/or other issues related to student progress. This business shall be conducted at the certificated employee's assigned location. Teachers may take the substitute pay in lieu of a release day.

2. Certificated site staff shall be provided one non-student day before the school year begins to work in their classrooms and complete planning with their teams without interruption, except where the district determines an operational necessity exists requiring the reduction or elimination of non-student days.
3. Effective July 1, 2024, certificated teachers assigned to teach a combination classroom, and who complete 75% of the assignment, will receive a stipend of \$1,500 payable at the conclusion of the school year.

# ARTICLE 5

## HEALTH AND WELFARE BENEFITS

### A. Acknowledgment

The District and ACT acknowledge that the yearly District insurance contribution is a vital, negotiable part of the certificated employee total compensation package.

### B. Insurance Plan Offerings

Effective October 1, 2011, the District and ACT entered into a Cooperative Trust program with California Schools Voluntary Employees Benefits Association (VEBA), a tax-exempt voluntary employee benefits trust under Internal Revenue Code Section 501(c)(9), for the purpose of providing health and welfare benefits for employees represented by ACT.

The District will offer certificated employees represented by the Association three fully insured health insurance options: Kaiser HMO, United Healthcare HMO, and United Healthcare PPO, as well as life insurance coverage of \$30,000, vision and dental coverage.

In addition, the District will provide all benefit-eligible employees with employee-only dental, vision, and life insurance, and employee dependent dental for those employees who have dependent health. Any costs for insurance above the District's contribution shall be paid by the employee on a monthly basis.

Employees are not required to select medical insurance in order to be eligible for employee-only dental, vision, and life insurance.

### C. District/Employee Contribution and Eligibility

The District will contribute a percentage amount toward employee and retiree health benefit plans (Kaiser HMO, United Healthcare HMO, and United Healthcare PPO), based upon plan selections, as follows:

	Kaiser HMO	United Healthcare HMO	United Healthcare PPO
Employee only	100%	100%	85%
Employee + one dependent	88%	58%	50%
Employee + family	88%	58%	40%

The balance of health benefit costs will be deducted from the employee's wages on a tenths basis or paid by retirees, based on the plan and coverage level selected by the plan participant. Employees will have the option of participating in a Flexible Spending Account (FSA) plan allowed under Section 125 of the Internal Revenue Code.

The District will contribute the full negotiated district contribution for full-time certificated employees represented by the Association. The employee will pay any published employee costs for specific plans, computed as the actual difference between the cost of the plan they select and the full negotiated district contribution.

The District will contribute one half of the negotiated district contribution for part-time certificated employees represented by the Association who work at least 50% but less than 75% of a full-time assignment, and who elect to participate in the health benefits program. Part-time certificated employees represented by the Association will pay an amount equal to one-half of the negotiated district contribution, plus any published employee costs for the actual health plan selected.

Certificated employees represented by the Association are considered full-time for the purpose of health benefits participation if they work at least 75% of a full-time assignment. Employees are not eligible to participate in the health benefits program if they work less than a 50% assignment.

D. Open Enrollment

There shall be an annual open enrollment period during the months of October and November with an effective date of January 1.

E. Waiving Rights to Insurance Coverage

At the time of initial enrollment and thereafter during each enrollment period, employees may elect to waive any right to health insurance benefits (medical, dental, vision). Any such waiver shall be irrevocable until the next open enrollment period or until there is a "qualifying event." When a qualifying event occurs, resulting in the loss of coverage, an employee and the employee's eligible dependents may enroll within 30 days of losing other coverage by submitting to the District an enrollment application. The loss of the other coverage must be due to ineligibility to continue the other coverage. The effective date of an enrollment resulting from loss of other coverage is no later than the first day of the month following the date that an enrollment or change of enrollment application is received. Should an employee elect a benefit waiver, it shall be clearly noted and signed by the employee, and the employee shall provide proof of other medical coverage. In the event that an employee fails to enroll or waive any entitlement to health benefits, such failure shall be deemed to be selection of a Kaiser HMO Employee-Only plan. Employees who elect to waive any right to health insurance shall not receive any financial incentive.

F. Dependent Coverage

Employees who have employee-only medical benefits may purchase dental and/or vision benefits for eligible dependents.

G. Health Insurance for Employees on Leave

Certificated employees on Board-approved Leaves of Absence Without Pay may participate in the District's total certificated employee health, dental, vision and life insurance benefit program for self and dependents at the certificated employee's own expense.

H. Termination of Benefits

Should employment terminate, such certificated employee shall be entitled to continued coverage under the certificated employee benefit plans through the end of the month of termination and may elect to continue to receive benefits under COBRA.

I. Required Medical Examinations

All medical examinations and tests, required by the District, shall be paid for by the District.

J. Insurance Committee Representation

The Association shall provide fifty percent (50%) of the representation from recognized certificated organizations on the District Insurance Committee, which shall provide input on matters pertaining to certificated employee benefit programs.

K. **Benefits for Early Retirees**

1. Certificated employees age 55 or older who retired under the State Teachers' Retirement System (STRS) and have been employed for a minimum of ten (10) years in the Cypress School District are eligible to participate in the health benefits program. This provision will apply only to those certificated employees who remain fully retired, as defined by the appropriate retirement system, until the certificated employee reaches the age that would make the certificated employee eligible for Medicare or MediCal.
2. Eligible retirees who retired at the end of the 2002/03 school year or thereafter shall be entitled to make the same medical, dental and vision selections as active employees, provided that the retiree makes the same contribution towards premiums and at the same time as full-time bargaining unit members. They shall not be entitled to life insurance. The health benefits will be paid by the District at the same amount as for active employees. Retiree contributions can be paid in one annual payment or twelve monthly payments due by the first day of each month.
3. Group medical insurance coverage will cease for the retiree when the retiree attains age 65. Dependent medical benefits will cease at the death of the retired certificated employee or when the certificated employee or dependent reaches age 65. Eligibility stops when retiree is employed elsewhere if he/she is covered under that employer-sponsored group health plan.

## ARTICLE 6

### LEAVES

#### A. Sick Leave

Certificated employees represented by the Association shall be entitled to accruable sick leave at the rate of one (1) day for each month in their contract year to a maximum of ten (10). Additional sick leave may be earned as follows: (a) each certificated employee using fewer than eight (8) sick leave days within each fiscal year shall be credited with one (1) additional sick leave day on the first day worked as a regular employee in the following fiscal year; (b) each certificated employee using less than six (6) sick leave days within each fiscal year shall be credited with two (2) additional sick leave days on the first day worked as a regular employee in the following fiscal year. Accrued sick leave may be used for illness, injury, disability and personal necessity.

1. The Verification of Absence form shall be submitted to the supervisor upon the certificated employee's return.
2. Absences exceeding five (5) consecutive workdays shall require a physician's verification of illness and ability to return to work.
  - a. However, should the District have evidence that a claimed absence may not meet the definitions and requirements of this article, the District may require health care provider verification of illness. Fees charged by the provider, which are directly related to providing such verification, which are incurred by the certificated employee, shall be paid by the District to the extent not covered by health insurance.
3. A leave for disability may extend to a maximum of five (5) calendar months while school is in session and shall include the number of days of sick leave the certificated employee has accumulated. However, a certificated employee whose accumulated sick leave exceeds five (5) months may exhaust such leave. The certificated employee shall receive full pay for each of the certificated employee's accumulated sick leave days.

Certificated employees who have exhausted their sick leave will be entitled to the difference between their salary and the substitute's salary if the certificated employee was on differential the preceding year. If the certificated employee was not on differential the preceding school year, the certificated employee will be entitled to the difference between a substitute's wage or fifty percent (50%) of the certificated employee's per diem, whichever is greater.

4. Unit members may use accumulated sick leave as set forth in this Article for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth, and recovery, therefrom. The length of such sick leave, including the date on which the leave is to begin and the date on which the duties are to be resumed, shall be determined by the unit member and her physician.

**B. Use of Sick Leave to Care for Family Members (Labor Code 233)**

Certificated employees represented by the Bargaining Unit shall be entitled to use current and accumulated sick leave days, not to exceed the amount of six (6) days per fiscal year to attend to an illness of the unit member's child, parent, or spouse. A written statement shall be filed with the Superintendent, in advance, explaining the absence. For the purposes of this article only, "parent" is defined as a biological, foster or adoptive parent, a stepparent, or a legal guardian. For the purposes of this article only, "child" is defined as a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

**C. Family Leave Without Pay (FMLA/CFRA)**

1. Certificated employees represented by the Association who have worked for the District for more than one year shall be eligible for up to 12 weeks of family leave within a 12-month period, commencing with the use of the leave, or 16 weeks within a two-year period, whichever is greater. Family leave may be used for:
  - The birth of a child, care of a child, placement of a son or daughter for adoption or foster care
  - Care of the certificated employee's spouse, child or parent (if such person has a serious health condition)
  - For a serious health condition which renders the certificated employee unable to perform the functions of his/her position
2. During the period of family leave, the certificated employee shall be entitled to the certificated employee's existing health care benefits for a period not to exceed 12 weeks in any 12 month period provided that the certificated employee continues to pay monthly premium contributions, if any. Thereafter, the certificated employee may continue health care coverage at his/her expense.
3. Upon request of the District, the certificated employee may be required to submit a doctor's statement of the health condition of him/herself or the family member, certifying the date that the condition commenced, the probable duration of the condition and estimate of the amount of leave needed, and including a statement that the condition warrants the certificated employee's presence to provide treatment or supervision.
4. The certificated employee shall give the District at least 30 days advance notice of the need for taking leave, except in emergency situations, in which case the certificated employee shall give the District as much notice as is reasonably possible. Every effort shall be made to coordinate the leave with the beginning and/or end of an academic term (and the District may require the certificated employee to continue his/her leave

until the end of a term, to the extent permitted by law).

5. Leave status under this provision shall not constitute a break in service for purposes of longevity, seniority or District benefit plans. A certificated employee returning from family leave shall be entitled to the same or equivalent position, and shall be assigned in accordance with Article 8 of this Agreement.
6. Any leave taken pursuant to this provision shall run concurrently with any other leave(s) provided for in this Article.

#### **D. Parental Leave**

1. Effective January 1, 2017, as provided by Education Code section 44977.5, certificated employees shall be entitled to parental leave as set forth in this section.
2. For purposes of this section, “parental leave” means leave for the purpose of bonding with the certificated employee’s newborn child, or with a newly placed child in the certificated employee’s household for adoption or foster care. Parental leave does not include leave taken for the certificated employee’s disability due to pregnancy, childbirth, or recovery therefrom.
3. Certificated employees shall use current and accumulated sick leave for parental leave, for up to 12 workweeks.
4. When a certificated employee with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to difference pay for the remainder of the 12-week leave.
5. The certificated employee must give the District at least 30 days’ advance written notice of his or her intention to use parental leave and the anticipated dates of the leave, except for extenuating circumstances.
6. Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks’ duration; however, the certificated employee may take parental leave in increments of less than 2 weeks on up to two occasions.
7. Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period.

#### **E. Use of Sick Leave for Personal Necessity Absences**

1. During any school year, full-time certificated employees may use, at the certificated employee's election, not more than ten days of accumulated sick leave benefits for reasons stated in A-D below. These ten days shall be prorated for unit members working less than full time.

- a. Death or serious illness of a member of his/her immediate family.
  - b. Accident (an unforeseen or an unplanned event or circumstance) involving his/her person or property, or the person or property of a member of his/her immediate family.
  - c. Appearance in court under an official order.
  - d. Each certificated employee shall be allowed up to four (4) days of the ten days paid personal necessity leave per year on a noncumulative basis, to be deducted from the certificated employee's accumulated sick leave that may be taken at the discretion of the certificated employee.
2. The Superintendent or designee may authorize a certificated employee to be absent from his/her duties for reasons other than those listed in 1.a through 1.d. A written statement shall be filed in advance with the Superintendent explaining the absence and requesting payment for the day(s) of non-service.
  3. Immediate family, as used in this article, is defined as follows: mother, father, stepparent, grandmother, grandfather, grandchild or step-grandchild of the certificated employee or of the spouse of the certificated employee; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law or step-child of the certificated employee, or any person living in the immediate household of the certificated employee
  4. Absence for personal necessity shall not be used for any District and/or school-wide job action. If the District determines that a job action has occurred, then a written reason shall be required of each certificated employee involved as a verification of his/her absence.
  5. The Verification of Absence form for these reasons shall be submitted to the supervisor by the certificated employee upon his/her return.

**F. Industrial Accident and Illness Compensation Leave**

1. All regularly employed certificated personnel represented by the Association, who have completed six (6) months of consecutive service, shall be entitled to industrial accident and illness leave under the following rules and regulations:
  - a. Allowable leave for each industrial accident or illness shall be during the days which the schools of the District are required to be in session or when the certificated employee otherwise would have been performing work for the District; and shall not exceed sixty (60) such days for eligible personnel for any one (1) fiscal year for the same accident.
  - b. The accident or illness must have arisen out of, and in the course of, the employment of the certificated employee and must be accepted as such by the workers' compensation claims administrator.

- c. Allowable leave shall commence on the first (1st) day of absence and shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award and shall terminate when the employee is released to return to work. Such leave shall not be accumulated from year to year. When such leave overlaps into the next fiscal year, the certificated employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- d. When a certificated employee is absent from duty due to an industrial accident or illness, he/she shall be paid such portion of the salary due for any month in which absence occurs which, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment of not more than his/her full salary.
- e. During any paid leave of absence, the certificated employee 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 certificated employee appropriate salary warrants for payment of the certificated employee's salary and shall deduct normal retirement and other authorized deductions.
- f. When a certificated employee is absent from his/her duties due to an industrial accident or illness, the certificated employee shall submit, within the first seven (7) days of such leave, a statement from a licensed physician, or other evidence as may be required by the Board of Trustees, affirming that the industrial accident or illness does exist and did occur while performing work for the Cypress School District. The Board of Trustees may require the certificated employee to submit to a physical examination by a physician selected by the District at any time during the leave.
- g. Upon termination of the industrial accident or illness leave, the certificated employee shall be entitled to the benefits provided for sick leave as per Education Code. Absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that--if the certificated employee continues to receive temporary disability indemnity--the certificated employee may elect to take as much of his/her accumulated sick leave which, when added to temporary disability indemnity, will result in payment to the certificated employee of not more than full salary.

## **G. Bereavement Leave**

- 1. Certificated employees represented by the Association are entitled to a total of five (5) days of bereavement leave as required by law without loss of pay, due to the death of a member of their immediate family. The certificated employee must have been employed for at least thirty (30) days prior to the commencement of the leave, and the leave must be completed within twelve months of the date of the covered family member's death.

2. Certificated employees shall complete the Verification of Absence form certifying the death of a member of the immediate family.
3. Immediate family, for the purpose of bereavement leave, shall be defined as: mother, father, stepparent, grandmother, grandfather, grandchild or step-grandchild of the certificated employee or of the spouse of the certificated employee; and the spouse, son, son-in-law, daughter, daughter-in-law, niece, nephew, aunt, uncle, brother, sister, brother-in-law, sister-in-law or step-child of the certificated employee; or any person living in the immediate household of the certificated employee.

#### **H. Jury Duty Leave**

1. Certificated employees represented by the Association called for jury duty on any day or days in which they would otherwise work may apply for, and be granted, a leave of absence with regular pay and benefits. No more than two percent (2%) of the certificated employees represented by the Association shall be granted a jury duty leave with regular pay and benefits at any one time. This computation shall be based upon an estimated seven day average jury service.
2. Certificated employees called for jury duty, in excess of the two percent (2%) limitation, are entitled to a leave of absence without pay from the Cypress School District. Service with pay shall be limited to once each school year. All certificated employees on jury duty leaves, with or without pay, are entitled to continue in their assignments as though there were no break in service. Certificated employees called for jury duty are to personally deliver the official jury duty summons to the Human Resources Division. The date and time of this notification shall be recorded and shall be the basis for determining the order of granting jury duty leaves with regular pay.
2. In the case of jury service at a United States District [federal] Court, an amount equal to the daily attendance fees paid by the court to the certificated employee granted jury duty leave with regular pay and benefits shall be withheld from the certificated employee's subsequent pay. Court certification that the certificated employee has served is required by the District prior to the District issuing a warrant covering the pay period in which the jury duty occurred. The certificated employee is responsible for submitting this certification.
4. A certificated employee, who is called for jury duty on an assigned workday and subsequently requests a postponement of jury duty to a non-workday, shall receive the substitute daily rate of pay for each day of jury duty served during those non-workdays. In order to receive the substitute daily rate of pay, the certificated employee must provide the District with appropriate documentation including the original jury duty summons and verification of jury duty served. If the bargaining unit member performs paid service to the District during non-workdays, the bargaining unit member shall not be entitled to receive the substitute daily rate of pay for those days.

**I. *Witness Leave***

Certificated employees who are subpoenaed to testify in a trial as a result of having a student/teacher relationship, and which does not involve the teacher as a party, will be granted paid leave from teaching duties while in court, provided that the teacher has requested on-call status and makes reasonable efforts to avoid disruption of teaching duties.

In the event that the subpoena is for a non-work day the employee will be paid at his/her per diem rate, unless alternative arrangements are agreed upon by the employee and the District.

**J. *Other Leaves of Absence Without Pay***

1. A leave of absence without pay may be requested by a certificated employee represented by the Association after the certificated employee has been employed in the District for six (6) consecutive months.
2. A leave of absence without pay for five (5) working days or less requires the approval of the Superintendent.
3. A leave of absence without pay for more than five (5) working days (referred to as an extended leave) requires the approval of the Board of Trustees and is initially limited to one (1) year. Additional leaves may be granted under special circumstances as determined by the Board of Trustees with pay, without pay, or with differential pay.
4. A request for leave of absence for an entire school year must be submitted by April 1<sup>st</sup> preceding the school year for which the leave is requested.
5. At the conclusion of the leave, the certificated employee, unless he/she otherwise agrees, shall be reinstated in the position held by the certificated employee at the time of the granting of the leave of absence unless affected by the lay-off procedure.
6. During an extended leave of absence without pay, a certificated employee does not accumulate sick leave or other fringe benefits, but may participate in the District's total insurance program for self and dependents at the certificated employee's own expense.
7. When a leave of absence has been for the entire school year, or major portion thereof and concludes with the end of a school year, the employee shall be required to notify the District in writing of his/her intention to return for the following school year. Failure of the certificated employee to comply shall constitute resignation.

**K. *Military Leave***

1. Military leave of absence shall be granted and compensated in accord with Education Code Section 45059 and the Military and Veteran's Code Section 395.
2. Applications for leave as provided herein shall be made by the employee through the appropriate supervisor in Human Resources as soon after receipt of orders as

possible. A copy of official orders attesting to the call for service shall be attached to the application.

3. Employees ordered into military service in accord with this rule are entitled to full pay for up to thirty [30] calendar days each fiscal year.

## **L. Catastrophic Leave Bank**

### 1. Creation

- a. The Association and the District agree to create a Catastrophic Leave Bank effective October 1, 2006. The Catastrophic Leave Bank shall be funded in accordance with the terms of Section 2 below.
- b. For the purposes of this section, a “day” shall be any day an employee is expected to be on duty as determined by the terms of this Agreement.
- c. Catastrophic illness/accident means illness or non-work related injuries due to an accident that is expected to incapacitate the employee for an extended period of time, involving or resulting in substantial, often ruinous, medical expense and creating a financial hardship for the employee because he or she has exhausted all of his/her sick leave and other paid time off with the exception of extended illness leave.
- d. Not covered: conditions, illnesses, or accidents resulting from commission of a felony or elective cosmetic surgery. Also not included are illnesses or accidents which may be covered under the Workers’ Compensation Insurance Program.
- e. Days in the Catastrophic Leave Bank shall accumulate from year to year.
- f. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.
- g. The Catastrophic Leave Bank shall be administered by a joint committee comprised of three (3) members appointed by the Association and two (2) members appointed by the District. The committee shall meet a minimum of one time per year.

### 2. Eligibility and Contributions

- a. All probationary and permanent certificated employees who have been on active duty with the District for at least two (2) years are eligible to contribute to the Catastrophic Leave Bank.
- b. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- c. The contribution, on the appropriate form, shall be authorized by the employee and continued from year to year until cancelled on the proper form by the

employee.

- d. Sick leave previously authorized for contribution to the Bank shall not be returned to the employee.
- e. Enrollment shall occur between June 1 and September 30 of each calendar year. Failure to make a contribution shall result in termination of membership in the Bank, except for an employee on one full school year of unpaid leave whose membership shall be suspended during the leave period.
- f. The annual rate of contribution by each participating employee for each school year shall be a minimum of one (1) day and a maximum of three (3) days of sick leave. Employees must have at least twenty (20) days of accrued sick leave remaining after donating to the Catastrophic Leave Bank.
- g. Contributions to the Catastrophic Leave Bank shall not affect the earning of additional sick leave days as stated in Article 6, Section A.
- h. If, on June 1, the Catastrophic Leave Bank balance should exceed 200 days, eligible employees who have made contributions for the past three consecutive years may suspend contributions in the following fiscal years until such time that the Bank balance falls below 100 days. At such time, the committee shall meet to determine whether contributions should be resumed.

### 3. Withdrawal from the Bank

- a. Catastrophic Leave Bank participants whose sick leave is exhausted may withdraw from the Bank for catastrophic illness or injury.
- b. Employees must use all sick leave, but not differential leave, as defined in Article 6, Section A.4, available to them before eligible for a withdrawal from the Bank.
- c. The first fifteen (15) days of illness or disability must be covered by the employee's own sick leave, differential leave, or leave without pay the first time said employee qualifies for a withdrawal from the Bank.
- d. If an employee is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the employee's family.
- e. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than twenty-five (25) days. Employees may submit requests for extensions of withdrawals as their prior grants expire. An employee's lifetime withdrawal from the Bank may not exceed fifty (50) days.
- f. Employees applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential.

- g. Any fraudulent or inappropriate use of donated days will result in the employee returning any resulting overpayment of wages. The overpayment of wages will be converted by the District to days returned to the Catastrophic Leave Bank. The number of days returned shall equal the number of days fraudulently or inappropriately used by the employee.
  - h. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the employee, in writing, of the reason for the denial.
  - i. Withdrawals shall become effective immediately upon the exhaustion of sick leave or the waiting periods provided for in Section 3.c, whichever is greater.
4. Administration of the Bank
- a. The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the employee participants, to the Association, and to the District.
  - b. The Committee's authority shall be limited to administration of the Bank.
  - c. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) days of receipt of the application.
  - d. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.
  - e. By October 15 of each school year, the District shall notify the Committee of the following:
    - The total number of accumulated days in the Bank on June 30<sup>th</sup> of the previous school year
    - The number of days contributed by employees for the current year
    - The names of participating employees
    - The total number of days available in the Bank
  - f. The employee must waive any and all claims against the Association, the Board, the District and its officers and employees arising from the administration of the Catastrophic Leave Bank program.
  - g. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.

## ARTICLE 7

### TANDEM TEACHING

1. The request to tandem teach shall be initiated by interested permanent teachers and shall be submitted to the Human Resources Division as per the agreed and published transfer timeline prior to the school year requested.
2. The request shall include the following:
  - a. Names of the teachers involved.
  - b. The school and grade level included in the request.
  - c. The required days of service each teacher proposes to serve and a typical schedule.
  - d. The method to be followed for attendance at teacher orientation, parent conference, Back-to-School night, and Open House.
  - e. The recommendation of the program by the principal.
3. Each teacher shall be required to render service on the days the tandem teaching partner is absent providing there is a twenty-four hour notice.
  - a. In the event of a single day or first day of a multiple day absence with less than twenty-four hour notice, a substitute teacher may be provided and one (1) day use of sick leave will be charged to the absent teacher.
  - b. In the event both teachers require a day of absence on the same day, a substitute teacher will be employed to render service for that day and each teacher will be charged with one-half (1/2) day use of sick leave.
  - c. As both tandem teachers are required to work 93 days in the event of a 50/50 tandem or 74.4/111.6 days in the event of a 40/60 tandem, with prior approval of the site principal and Human Resources, substitutes will be provided for long-term absences, and the leave will be charged fully to the absent teacher.
4. The certificated employees shall be allowed to participate in the Cypress School District employee benefit program in accordance with Article 5.C.
5. A certificated employee on tandem teaching assignment will earn sick leave, including bonus days, on a pro-rata basis during the school year based on the percentage of the assignment.
6. Upon the completion of the year of tandem teaching--and unless both parties (the teachers and the administration) agree otherwise--the certificated employees will be assigned as full-time teachers for the ensuing school year.

In the event that a tandem team of teachers voluntarily ends the tandem, both teachers would be placed for the following year as full-time teachers at their current school in available teaching positions. If there are not two open positions at that school, the least senior (district

seniority) of the tandem would be required to transfer to another school through the voluntary transfer process, as described in Article 8.

In the event that the District does not approve an existing tandem for the subsequent year, both teachers will have rights to teaching positions at the current school. If the dissolution results in too many teachers at the school, transfers to open positions in other schools will be subject to the involuntary transfer process as described in Article 8.

7. The tandem teaching partners will agree to jointly plan the program for the class and will be responsible for the execution of a total and complete education or program for the children in the class.
8. The certificated employee shall be granted a leave of absence for the balance of the days of the school year which are not devoted to regular service to the Cypress School District.
9. Evaluation summaries by the teacher doing the tandem teaching and the building principal will be completed by May 1 to determine the effectiveness of the tandem teaching.
10. There will be no more than four sets of tandem teachers per school.
11. Advancement of the tandem teachers on the Certificated Wage Schedule shall be based on Article 3.A.2.
12. STRS impacts are outside the agreement and are a function of the Education Code. The certificated employees are responsible for the impacts.

## ARTICLE 8

### *TRANSFERS*

#### **A. Definition of Transfers**

1. A "transfer" is the movement of any certificated employee represented by the Association from one school site to another, including reopening of a school site, from one school calendar to another, or from one program to another by voluntary, involuntary, or administrative means.
2. A "voluntary transfer" is a transfer that is requested and sought by the certificated employee.
3. An "involuntary transfer" is a transfer which is necessitated by school closure, school opening, reduction of staff at a building or reduction or deletion of programs.
4. An "administrative transfer" is any transfer for the welfare of students in the District or for the welfare of the certificated employee or for the needs of the District.

#### **B. Transfer Procedures**

1. Administrative, voluntary, and involuntary transfers will be processed during the same time frame. Administrative transfers may also be processed any time during the year at the discretion of the Superintendent after consultation with the certificated employee and supervisor involved.
2. Administrative transfers are initiated by the supervisor with written notification and justification given to the certificated employee and the District administrator responsible for Human Resources. The District administrator shall make recommendations for administrative transfers to the Superintendent after consultation with the certificated employee and supervisor involved. The Superintendent will make the final decision as to any administrative transfers. The certificated employee may consult with the Superintendent.
3. Voluntary transfers are initiated by the certificated employee and submitted to the District administrator and processed according to Item 5. Transfer forms shall be made available at school sites and the Human Resources Division.
4. Involuntary transfers due to:
  - a. Reduction of staff at a building at any time; voluntary transfer requests shall be considered first. If there are no voluntary requests, the criterion for transfer shall be the least length of service in accordance with the District master seniority list. The transfer shall be processed in accordance with Item 5.

- b. School closure and reduction of programs will be processed in accordance with Item 5. Placement priorities will be granted to certificated employees displaced due to school closure or program reduction.
5. Administrative, voluntary and involuntary transfers will be processed at the same time and as follows:

- a. Administrative transfer assignments will be recommended by the District administrator to the Superintendent. The certificated employee may consult with the Superintendent prior to the final decision.
- b. Voluntary transfer requests will be submitted in writing to the Human Resources Division listing up to three (3) school site choices, including up to three (3) grade levels at each site. The schools and grade levels will be in priority order. The certificated employee may be assigned to one of his/her choices. Appropriate EL authorization will be a consideration for approval of the transfer.

If, at the conclusion of the transfer process, a new opening exists, a unit member with a transfer application on file shall be given consideration for the opening for which the unit member has applied. Subsequent openings will be filled by provisions in Items 7 & 8. Any transfer application remaining on file shall be considered active until the new school year begins.

In the event that none of the listed choices are available, the employee shall continue at his/her current school site.

- c. Certificated employees involuntarily transferred will submit, in writing, three (3) choices of school sites and grade levels to the District administrator who will submit to the Superintendent recommended assignments. The certificated employee may consult with the Superintendent prior to the Superintendent's final decision.
- d. Any certificated employee, whose assignment is changed after the end of the school year, will be notified in writing within ten [10] calendar days of the decision to change assignment by the Human Resource Division.
- e. In the event of legislative action that results in the creation of additional positions (while school is in session), the District will, through the U.S. mail, notify all certificated employees of the new positions and will accept transfer applications for said positions.

6. Time Line (Guidelines)

- a. By February \*--District staff projection
- b. By March \*--Tentative principal assignments
- c. By May 1\*--Administrative, voluntary, and involuntary transfers identified.
- d. By June - District administrator's recommendation for assignment of certificated employee in transfer process.
- e. By June \* -- Staff assignments.

\*Specific dates will be mutually developed by Association of Cypress Teachers and Cypress School District for posting by January 15 each year.

- 7. Transferees will be placed before those certificated employees returning from leave are placed.
- 8. Temporary teachers will be placed after all regular certificated employees are assigned.
- 9. The filing of a request for voluntary transfer is without prejudice to the certificated employee. It does not jeopardize the certificated employee's present assignment at school site, but reflects only a desire for professional growth.
- 10. Classroom teachers transferred during the school year shall be provided with duty free day(s) for classroom preparation on the following basis:
  - a. Two (2) days if at the same site.
  - b. Three (3) days if transferred to a different site.

## ARTICLE 9

### ***SAFETY CONDITIONS OF EMPLOYMENT***

**A. Safety Committee Representation**

The Association may provide up to forty percent (40%) of the members of the District Safety Committee to implement and maintain a comprehensive safety program for certificated employees represented by the Association.

**B. Security**

A certificated employee shall not be required to be at a District facility unless adequate security arrangements are provided by the supervisor. Certificated employees shall not be required to work in unsafe conditions or to perform tasks that endanger their health and safety.

**C. Lounge Facilities**

Each certificated employee lounge shall have facilities for hot water.

**D. Each certificated employee shall have at least one drawer that locks in his/her classroom or work area.**

**E. The District will provide guidelines for inclement weather procedures.**



Provisions for additional Instructional Aide time will be offered in consultation with the teacher for each SDC class that exceeds twelve (12) or Education Specialist caseload that exceeds twenty-eight (28).

A committee representing certificated staff and administration will monitor and review the effects of these changes and the general organization of Special Day Classes.

# ARTICLE 11

## ASSOCIATION RIGHTS

- A. Association representatives shall be permitted to transact official Association business on school property at reasonable times, provided that there shall be no interruption or interference with regular educational activities or contact when unit members are performing services on behalf of the District. Upon arriving at a school site, Association representatives shall first report to the site administrator.
- B. The Association shall have the right to use either a portion of or an entire bulletin board at each location. The bulletin board space shall be in the certificated employee's lounge, workroom, or at a location in the office complex to which certificated employees normally have daily access. Copies of material posted on the bulletin board shall be given to the school principal and the Superintendent. The material shall be clearly identified as Association materials.
- C. The Association shall have access to certificated employee mail boxes, and may distribute materials in the mail boxes under the same conditions as apply to use of the bulletin board, as set forth in subsection B, above. In addition, the Association shall be entitled to a mailbox located at the District Office. The Association office will be on the regular District mail delivery route, and shall receive materials at that location in accordance with regulations established by the United States Post Office.
- D. The Association may use District facilities and equipment after submitting a Use of Facilities Request form in accordance with the District rules and regulations. The Association shall reimburse the District for any costs associated with the use by the Association of District printing or duplication equipment.
- E. Whenever possible, mandatory school and District meetings will not be scheduled for immediately after school on Thursdays. The fourth Thursday of each month shall be kept open for certificated employee organization meetings.
- F. On days of ACT representative council meetings, elected representatives and officers may leave their work sites after classes have been properly dismissed in order to attend the meetings.
- G. Consistent with past practice, the District shall continue to invite Association participation on District committees.
- H. The Association shall receive a total of twenty-four (24) days fully paid release time per year to be used by the Association president and first vice president for the purpose of conducting Association business. Additional days may be granted at the Superintendent's discretion. The Association shall pay the cost of the substitutes at the established rate of pay.
- I. Upon authorization by the president of the Association, and with the concurrence of the

Superintendent or his/her designee, unit members shall be provided fully paid release time for the purpose of conducting Association business. The Association shall pay the cost of the substitutes at the established rate of pay.

- J. Prior to September 30, the Association shall, upon its request, be provided names and school locations of all unit members.
- K. Prior to October 31, the Association shall, upon its request, be provided names, home addresses, and home telephone numbers of all bargaining unit members.
- L. The Association shall be provided names, home addresses, home telephone numbers, and school locations of all new bargaining unit members within fifteen (15) days of employment.
- M. Board agendas shall be provided to the Association forty-eight (48) hours prior to a regular Board meeting, or twenty-four (24) hours prior to a special Board meeting. Agendas shall be placed in the Association mailbox at the District office. Board packets shall be provided to the Association by deposit in the Association mailbox at the same time they are sent to the schools.
- N. Board policies and/or administrative procedures shall be provided to the Association, and a copy shall be available to certificated employees at each site. Updates, amendments or additions shall be provided within thirty (30) days of adoption.
- O. Upon written request and identification of the information or report(s), the Association shall be provided copies of non-confidential information and report(s).
- P. The Association shall be provided time at the end of the first staff meeting of the month of June at each site in order that ACT members may elect building representatives.
- Q. The Association will have until 10:00 A.M. for its breakfast meeting for representatives and new hires on the last day of orientation before school starts in August.
- R. Upon ratification by both parties, edit approval by representatives of both the District and ACT negotiating teams, and within 30 calendar days, the contract agreement shall be posted on the Cypress Intranet site; a minimum of 50 printed copies shall be provided to the Association; and an electronic copy of the updated contract shall be forwarded to the Association.
- S. The Association shall have representation on the Superintendent's Budget Advisory Committee and Local Control Accountability Plan (LCAP) Committee to enable the Association to consult with the district.
- T. The district shall establish an Assessment Committee. The Association shall appoint a maximum of two (2) representatives per school site, as well as a maximum of two (2) special education employees district-wide, to provide input on a district assessment calendar and feedback on assessment tools. The district shall annually schedule one or more meeting date(s) for this committee. Participating on the committee shall be voluntary. The district shall consider the recommendations made by the committee. The final determination on the assessment calendar and assessment tools shall be made by the district.

- U. The district shall establish a Calendar Committee. The Association shall appoint one (1) representative per school site, as well as one (1) special education employee district-wide, to provide input concerning the district academic calendars for traditional and year-round schools. The district shall annually schedule one or more meeting date(s) for this committee. Participation on the committee shall be voluntary. The district shall consider the recommendations made by the committee. The final determination on the academic calendars shall be made by the district.
  
- V. The district shall establish a Professional Development Committee. The Association shall appoint a maximum of two (2) representatives per school site, as well as a maximum of two (2) special education employees district-wide, to provide input on professional development. The district shall annually schedule one or more meeting date(s) for this committee. Participation on the committee shall be voluntary. The district shall consider the recommendations made by the committee. The final determination on professional development shall be made by the district.

## ARTICLE 12

### ***PROCEDURES TO BE USED FOR THE EVALUATION OF CERTIFICATED EMPLOYEES***

#### **A. *Evaluation Process***

Certificated employees are to be evaluated in relation to the California Standards for the Teaching Profession (CSTP). Evaluation of certificated employees shall include the following procedures:

1. Establishment of Personal and Professional Goals and Objectives

The evaluatee shall develop two (2) goals (1-3 objectives per goal) with input and approval from the evaluator (*P-411*). The evaluator may add one additional goal (1-3 objectives for that goal). The final responsibility for approving an evaluatee's goals and objectives shall belong to the evaluator, subject to the right of the evaluatee to grieve the reasonableness of the established goals and objectives.

2. Alternative Evaluation Program

Alternative approaches to the standard evaluation process are available. This program enables a permanent teacher who has received a rating of "Satisfactorily Meets Standard" on all of the CSTP Standards to participate in the alternative evaluation program (*P-412 & P-417*) in lieu of a standard evaluation. The teacher and the evaluator shall mutually agree to the form of the alternative evaluation. The evaluation timelines for teachers in the alternative evaluation program shall be the same as the standard evaluation. Teachers may participate in the alternative evaluation program no more frequently than every other evaluation cycle.

3. Interim Modification of Goals, Objectives, Expected Student Performance, and Assessment Techniques

By January 20, the Personal and Professional Goals and Objectives (*P-411 or P-412*) may be adjusted because of changing conditions. However, the final responsibility shall belong to the evaluator, subject to the right of the evaluatee to grieve the reasonableness of the evaluator's interim modification of the evaluatee's goals and objectives.

4. Frequency of Evaluation

Evaluation of the performance of each certificated employee shall be made on a continuing basis. A Certificated Evaluation (*P-416*) or Alternative Certificated Evaluation (*P-417*) for those eligible shall be completed on the following schedule:

- At least once each school year for temporary and probationary certificated employees.
- At least every other year for certificated employees with permanent status, unless otherwise qualified under AB954.
- As provided by AB954, at least every five years for certificated employees with permanent status who have been employed at least 10 years with the school district, are highly qualified, as defined in U.S.C. Sec. 7801, and whose previous evaluation rated the employee as satisfactorily meeting standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

Following an overall unsatisfactory evaluation, evaluations shall be annual until the certificated employee achieves an overall satisfactory evaluation or is separated from the District. Certificated employees receiving overall unsatisfactory evaluations may be required to participate in a program designed to improve performance.

5. Frequency of Formal Observation

- a. All certificated employees shall have a maximum of two (2) formal observations conducted by the evaluator during a school year, providing the certificated employee's performance is satisfactory, as determined by the evaluator.
- b. Permanent certificated employees who are being evaluated shall have a minimum of one formal observation unless otherwise agreed upon in an alternative evaluation (*P-412*) program.
- c. Probationary and temporary certificated employees shall have two formal observations.
- d. Special formal observations may be conducted at the discretion of the evaluator when it is determined that conditions exist that are detrimental to the students.

6. Part-Time Certificated Employees

The evaluation and observation procedures for part-time certificated employees shall follow the same procedure as for regular teachers.

7. Parent Complaints and Evaluation

- a. Certificated employees may be notified of parent complaints at the discretion of the administrator. The certificated employee shall have the right to respond to any reported complaints. In the event that the complaint is not reported to the certificated employee within three (3) working days, the complaint will not be used as part of the certificated employee's evaluation.
- b. The administrator will make reasonable efforts to facilitate a meeting between the parent(s) and teacher to resolve the complaint before acting on the complaint/concern. In any case, the administrator will meet with the teacher and discuss the parental complaint/concern prior to any decision to act on the complaint/concern.

8. Written Statement

The evaluatee may attach a written statement to any formal observation or evaluation form.

9. Observation and Evaluation Conferences

Observation and evaluation conferences will be held during normal work hours unless the evaluator and the certificated employee mutually agree to other times.

10. Written Evaluations

Written evaluations shall be transmitted to certificated employees no later than thirty (30) calendar days before the last school day. Certificated employees have the right to respond in writing and to meet with evaluator for discussion prior to the last school day.

11. Completion of Evaluations

All evaluations shall be completed so that they are factually accurate and so that they reflect cumulative certificated employee performance for the period under evaluation.

12. Evaluation by Unit Members

Unit members shall not be evaluated by another unit member.

13. Certificated Evaluation Review Committee

The Certificated Evaluation Review Committee, composed of equal representation from ACT and the District, will review the current evaluation criterion upon the completion of the first year of implementation. The components of the evaluation process (procedures, forms, and timeline) will be reviewed and revised where necessary.

**B. *New Teacher Support (Induction)***

All new teachers who meet eligibility standards will participate in the OCDE Teacher Induction program. Participation shall be for one or two years, depending on eligibility as determined by credential and prior experience.

Participating Teachers shall be assigned a Mentor teacher, selected by the District. The District shall also select a Lead Mentor to oversee Mentors and Participating Teachers and act as liaison to the consortium.

Lead Mentors and Mentors shall be credentialed classroom teachers with permanent status and shall have demonstrated exemplary teaching ability and expertise in all appropriate content areas. Lead Mentors shall have at least eight years of recent teaching experience in the District. Mentors shall have at least five years of recent teaching experience.

Teachers interested in being a Mentor or Lead Mentor shall submit an application on the prescribed form during an announced recruitment period. Qualified applicants will be interviewed by a panel including administrators and teachers.

Mentors/Lead Mentors shall serve renewable one-year terms upon demonstrating satisfactory performance in their role, as determined and approved by the District's administrators.

The District shall reimburse 100% of the participating teacher's out-of-pocket cost for the Cypress induction program. This reimbursement shall be made upon satisfactory completion of the induction program and one additional year of District service, with satisfactory performance evaluations.

### **C. *Timeline for the Evaluation of Certificated Employees***

1. **By September 30:** An in-service will be held on the professional growth/evaluation process and the appropriate forms (*P-410, P-418*) will be distributed.
2. **By October 15:** The certificated employee will submit a preliminary Personal and Professional Goals and Objectives form (*P-411 or P-412*) to the evaluator.
3. **By November 15:** The evaluator and certificated employee will review and finalize the Personal and Professional Goals and Objectives form (*P-411*). The evaluator will approve use of an alternative evaluation (*P-412*), if applicable.
4. **By January 20:** The certificated employee may initiate an informal interim evaluation conference if he/she is having difficulty meeting his/her goals and objectives. This request must provide time for the evaluator to assess the situation, provide input, and adjust the goals and objectives if appropriate.
5. **By February 20:** The evaluator shall conduct two formal observations and post-observation conferences (*P-415*) for all probationary and temporary certificated employees.
  - **Prior to each formal observation:** The certificated employee shall submit a completed Pre-Observation Data Sheet (*P-413*) to the evaluator.
  - **No later than 2 weeks following each observation:** The evaluator will hold a post-observation conference with the employee. The certificated employee will bring the completed Post-Observation Reflection form (*P-414*) to the conference.
6. **By February 20:** Probationary certificated employees' evaluation conference shall be held for those not recommended for re-employment.
7. **By February 20:** The certificated employee who initiated an interim evaluation conference shall meet with the evaluator to review the Personal and Professional Goals

and Objectives form (*P-411* or *P-412*) and, if necessary, sign and receive a copy of the revised Personal and Professional Goals and Objectives form as developed at the interim evaluation conference.

8. **By May 1:** The evaluator shall conduct a formal observation and post-observation conference (*P-415*) for permanent certificated employees who are due for evaluation.
  - **Prior to the formal observation:** The certificated employee shall submit a completed Pre-Observation Data Sheet (*P-413*) to the evaluator.
  - **No later than 2 weeks following the observation:** The evaluator will hold a post-observation conference with the employee. The certificated employee will bring the completed Post-Observation Reflection form (*P-414*) to the conference.
9. **By May 1:** The certificated employee shall submit the completed Personal and Professional Goals and Objectives form (*P-411* or *P-412*) noting progress made toward meeting the stated goals and objectives to the evaluator.
10. **At least 30 calendar days prior to the last day of school:** The evaluator shall complete the Certificated Evaluation form (*P-416* or *P-417*) and conduct a conference with the employee.
11. **Prior to the last day of school:** The certificated employee may provide a written response to the evaluation that will be attached to the evaluation and placed in the employee's personnel file.

# CYPRESS SCHOOL DISTRICT

## Certificated Evaluation

Certificated Employee: \_\_\_\_\_ School: \_\_\_\_\_ Year: \_\_\_\_\_

Grade/Position: \_\_\_\_\_  Permanent  Probationary  Temporary

<p><b>Engaging and Supporting All Students in Learning</b></p> <p>1.1 Using knowledge of students to engage them in learning</p> <p>1.2 Connecting learning to students’ prior knowledge, backgrounds, life experiences, and interests</p> <p>1.3 Connecting subject matter to meaningful, real-life contexts</p> <p>1.4 Using a variety of instructional strategies, resources, and technologies to meet students’ diverse learning needs</p> <p>1.5 Promoting critical thinking through inquiry, problem solving, and reflection</p> <p>1.6 Monitoring student learning and adjusting instruction while teaching</p> <p><b>Comments:</b></p>	<p style="text-align: center;"><b>Evaluation</b></p> <p><input type="checkbox"/> Satisfactorily Meets Standard</p> <p><input type="checkbox"/> Does Not Satisfactorily Meet Standard</p>
<p><b>Creating and Maintaining Effective Environments for Student Learning</b></p> <p>2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</p> <p>2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</p> <p>2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</p> <p>2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students</p> <p>2.5 Developing, communicating, and maintaining high standards for individual and group behavior</p> <p>2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn</p> <p>2.7 Using instructional time to optimize learning</p> <p><b>Comments:</b></p>	<p style="text-align: center;"><b>Evaluation</b></p> <p><input type="checkbox"/> Satisfactorily Meets Standard</p> <p><input type="checkbox"/> Does Not Satisfactorily Meet Standard</p>
<p><b>Understanding and Organizing Subject Matter for Student Learning</b></p> <p>3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks</p> <p>3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</p> <p>3.3 Organizing curriculum to facilitate student understanding of the subject matter</p> <p>3.4 Utilizing instructional strategies that are appropriate to the subject matter</p> <p>3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students</p> <p>3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content</p> <p><b>Comments:</b></p>	<p style="text-align: center;"><b>Evaluation</b></p> <p><input type="checkbox"/> Satisfactorily Meets Standard</p> <p><input type="checkbox"/> Does Not Satisfactorily Meet Standard</p>

**Distribution of Copies:** \_\_\_\_\_ Personnel File      \_\_\_\_\_ Certificated Employee Copy      \_\_\_\_\_ Evaluator Copy  
**P-416** Page 1 of 3 Rev. 11/2013

**CYPRESS SCHOOL DISTRICT**  
**Certificated Evaluation**

<p><b>Planning Instruction and Designing Learning Experiences for All Students</b></p> <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><b>Comments:</b></p>	<p><b>Evaluation</b> <input type="checkbox"/></p> <p><input type="checkbox"/> Satisfactorily Meets Standard</p> <p><input type="checkbox"/> Does Not Satisfactorily Meet Standard</p>
<p><b>Assessing Students for Learning</b></p> <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 available technologies to assist in assessment, analysis, and communication of student learning</p> <p>5.7 Using assessment information to share timely and comprehensible feedback with students and their families</p> <p><b>Comments:</b></p>	<p><b>Evaluation</b></p> <p><input type="checkbox"/> Satisfactorily Meets Standard</p> <p><input type="checkbox"/> Does Not Satisfactorily Meet Standard</p>
<p><b>Developing as a Professional Educator</b></p> <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><b>Comments:</b></p>	<p><b>Evaluation</b></p> <p><input type="checkbox"/> Satisfactorily Meets Standard</p> <p><input type="checkbox"/> Does Not Satisfactorily Meet Standard</p>

**CYPRESS SCHOOL DISTRICT  
Certificated Evaluation**

<b>Commendations:</b>	<b>Recommendations:</b>
-----------------------	-------------------------

**Overall Performance:**       Satisfactory       Unsatisfactory\*

**Next Evaluation Cycle:** \_\_\_\_\_ School Year

*\*Certificated employees receiving unsatisfactory evaluations may be required to participate in a program designed to improve performance.*

This document will be placed in your Personnel file. If you wish to have written comments attached, please submit them to the evaluator prior to the last day of school, and they will be attached to the document when it is filed.

This report has been discussed with the employee. The employee's signature acknowledges receipt of this document and not necessarily agreement with all of the ratings.

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Certificated Employee's Signature	Date	Evaluator's Signature	Date
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*The California Standards for the Teaching Profession were adopted by the California Commission on Teaching Credentialing, approved by the State Superintendent of Public Instruction, and endorsed by the State Board of Education in 1997 (revised 2009).*



**CYPRESS SCHOOL DISTRICT**  
**Alternative Certificated Evaluation**

**Evaluator's Assessment of Project:**

Comment on the Certificated Employee's performance in the following areas:

1. Alternative Evaluation Project:

2. Overall Performance:

**Overall Performance:**       Satisfactory       Unsatisfactory\*

**Next Evaluation Cycle:** \_\_\_\_\_ School Year

*\*Certificated employees receiving unsatisfactory evaluations may be required to participate in a program designed to improve performance.*

This document will be placed in your Personnel file. If you wish to have written comments attached, please submit them to the evaluator prior to the last day of school, and they will be attached to the document when it is filed.

This report has been discussed with the employee. The employee's signature acknowledges receipt of this document and not necessarily agreement with all of the ratings.

\_\_\_\_\_  
Certificated Employee's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**Distribution of Copies:**      \_\_\_\_\_ Personnel File      \_\_\_\_\_ Certificated Employee's Copy      \_\_\_\_\_ Evaluator's Copy  
**P-417**      *Page 2 of 2*

## ARTICLE 13

### **ASSOCIATION MEMBERSHIP**

#### ***Dues Deductions***

1. The right of payroll deduction for payment of membership dues and general assessments shall be accorded exclusively to the Association.
2. Any unit member who is a member of the Association or who has applied for membership, may authorize the District to deduct association membership dues and general assessments from their pay warrants on a tenthly basis.
3. With respect to all sums deducted by the district for membership dues or general assessments, the District agrees to remit such money promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made including their names, addresses, and work locations.
4. The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.
5. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality, constitutionality, or implementation of this Article, and agrees to pay any judgment or settlement liability arising out of such challenges. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.
6. The Association agrees to abide by all applicable laws, rules, and regulations related to agency fee payers.

# ARTICLE 14

## **PROCEDURES FOR PROCESSING GRIEVANCES**

### **A. Definitions**

1. A "grievant" shall mean any member of this unit, or the Association, who files a grievance with the District.
2. A "grievance" shall mean a written statement by a grievant that a dispute exists involving the interpretation, application, or violation of this Agreement.
3. "Days" shall mean contracted workdays.

### **B. Informal Procedure**

1. The best resolution of a grievance is at the lowest possible level. Therefore, not later than twenty (20) days following the incident which prompted the grievance, any person who is aggrieved should first discuss his/her complaint with his/her immediate supervisor in an effort to resolve the problem through discussions and informal means.
2. The District administrator may be involved at the informal level at the request of the grievant or the grievant's immediate supervisor.

### **C. Formal Procedure**

1. If the grievance is not resolved, the grievant shall submit, in writing, within twenty (20) days following the incident which prompted the grievance, a statement of the grievance and request a copy of the immediate supervisor's and/or District administrator's decision. The supervisor shall then provide the grievant with a copy of the decision, together with supporting reason(s), within five (5) days after receipt of the request. If the District administrator is involved at the informal level, and the grievance has not been resolved at the informal level, Step 2 of the formal level will be invoked.
  - a. In the event the grievance is not resolved, the grievant may appeal at District level. Such an appeal shall be made within five (5) days after he/she has received the written decision from the immediate supervisor. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds upon which the grievance is based and include reasons the decision at the previous level was not acceptable. It shall also state the name(s) of the certificated employee's representative(s). Copies of the appeal are to be directed to the District administrator.

Within five (5) days after the appeal, the District administrator shall schedule a

conference with the certificated employee, which shall be held within ten (10) days of the appeal, with a view at arriving at a mutually satisfactory resolution of the grievance. The certificated employee shall have at least two (2) days advance notice prior to the conference.

Following the conference, and within five (5) days, the District administrator shall communicate his/her decision, together with supporting reasons, in writing, to the grievant and the Association.

2. If the grievance is not resolved, the grievant may appeal to the Superintendent within five (5) days after the decision of the District administrator has been received. The appeal shall be in writing, and shall set forth specifically the reasons for the appeal and decision at the first formal level and shall state the reasons the decision at the previous level was unacceptable. The appeal shall also state the name(s) of the certificated employee representative(s).

Within five (5) days after the appeal, the Superintendent shall schedule a conference with the certificated employee, which shall be held within ten (10) days of the appeal with the view at arriving at a mutually satisfactory resolution of the grievance. The certificated employee shall have at least two (2) days advance notice prior to the conference. Following the conference, and within five (5) days, the Superintendent shall communicate his/her decision, together with supporting reasons, in writing, to the grievant and to the Association.

3. If the grievance is not resolved at the Superintendent's level, the grievant may appeal to a mediator within five (5) days after the decision of the Superintendent has been received. The appeal shall be in writing, and shall be accompanied by a copy of the appeals and the decisions at the first two (2) formal levels. It shall also state the name(s) of the certificated employee's representative(s). The grievant shall schedule a meeting with a confidential mediator mutually acceptable to the District and the Association from the State Mediation and Conciliation Services. The cost of the mediator shall be shared equally by the District and the Association.
4. If the grievance is not resolved at the Mediator's level, the grievant may appeal to the Board of Trustees within five (5) days after the decision of the Mediator has been received. The appeal shall be in writing, shall be accompanied by a copy of the appeals and the decisions at the first three (3) formal levels. It shall also state the name(s) of the certificated employee's representative(s). The Board of Trustees shall schedule a meeting with the grievant, with notice of the meeting to the representative(s), not later than its second regularly scheduled meeting following receipt of the appeal. Following the meeting and not later than the next regularly scheduled meeting, the Board of Trustees will communicate its decision, together with supporting reasons in writing, to the grievant and the Association.

The decisions of the Board of Trustees shall represent the final step in the procedures. However, this does not preclude the grievant from seeking legal remedy of the grievance through the courts. Any expense incurred by the grievant shall be assumed by the grievant unless otherwise determined by the court.

#### **D. General Provisions**

1. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
2. Failure at any step of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed as acceptance of the decision as rendered.
3. The time limits specified at any level of this procedure may be extended in any specific instance by mutual written agreement.
3. All communications, notices, and papers required to be in writing shall be served personally or by United States certified mail at the last known address.
5. The grievant shall have the right of representation at each level of the grievance procedure, both informal and formal. The grievant shall be present at all levels.
6. No reprisals shall be invoked against any person in a grievance process.
7. Every effort will be made to schedule grievance conferences so as not to interfere with the grievant's instructional time; however, reasonable release time will be provided for the grievant and a reasonable number of representatives for grievance conferences.

## **ARTICLE 15**

### ***NEGOTIATIONS***

- A. The District agrees to furnish up to forty (40) days of paid release time to the Association for the purpose of negotiating a subsequent Contract Agreement. All additional days required for the negotiating process will be paid by the Association.
- B. Negotiations for a subsequent Contract Agreement will commence within sixty-five (65) days after the Association submits a contract proposal.

## **APPENDIX**

- A. Certificated Wage Schedule, effective July 1, 2024
- B. Listing of Memorandums of Understanding

**CYPRESS SCHOOL DISTRICT**  
**2024/25**  
**CERTIFICATED WAGE SCHEDULE**  
*Effective July 1, 2024*  
*(2% increase)*

	<b>Bachelor's + Credential</b>	<b>Bachelor's +30 + Credential</b>	<b>Bachelor's +45 + Credential</b>	<b>*Bachelor's +65 or Master's + Credential</b>
<b>STEP</b>	<b>COLUMN I</b>	<b>COLUMN II</b>	<b>COLUMN III</b>	<b>COLUMN IV</b>
<b>1</b>	58,833.84	61,078.84	64,829.51	68,579.93
<b>2</b>	58,835.43	64,079.44	68,257.57	72,437.41
<b>3</b>	58,835.43	67,079.82	71,687.35	76,295.02
<b>4</b>	60,006.62	70,080.34	75,117.16	80,152.34
<b>5</b>	62,149.94	73,080.58	78,545.21	84,009.83
<b>6</b>		76,080.96	81,975.00	87,867.16
<b>7</b>		79,081.49	85,403.07	91,726.20
<b>8</b>		82,081.88	88,832.85	<b>95,583.66</b>
<b>9</b>		85,082.42	92,260.89	99,441.29
<b>10</b>		88,082.62	95,689.47	103,298.58
<b>11</b>				107,156.05
	<b><i>District Longevity</i></b> (applied to highest step of Columns III and/or IV only)			
<b>L12</b>	<b>12th service year - add 4%</b>		99,517.05	111,442.29
<b>L17</b>	<b>17th service year - add 9%</b>		104,301.53	116,800.10
<b>L21</b>	<b>21st service year - add 14%</b>		109,086.00	122,157.90
<b>L26</b>	<b>26th service year - add 19%</b>		113,870.47	127,515.70
<b>L30</b>	<b>30th service year - add \$1,000</b>		N/A	128,515.70

Longevity increments are based on years of service to the district and do not include credit given for prior teaching/clinical experience.

**Helping Teacher Rate of Pay (effective 3/14/25) - \$49.99 per hour**

\*Certificated employees hired after January 1, 2001 are required to possess a Master's degree to qualify for column IV placement.

**School Psychologists' and Speech Pathologists' beginning wage, regardless of experience and/or units received, is Column IV, Step 8.**

Approved: March 13, 2025

## **MEMORANDUMS OF UNDERSTANDING**

Full text is available under the Employee Contracts link on the CSD intranet webpage.

February 26, 2025	Veterans Day Holiday – 2025/26
August 22, 2024	Class Size
October 11, 2022	Teacher Release Days – 2022/23
August 5, 2022	Class Size
November 18, 2021	Teacher Release Days – 2021/22
August 24, 2021	Class Size
October 13, 2020	Teacher Release Days – 2020/21
July 10, 2020	Non-Student Staff Development Days
April 5, 2018	Monthly Collaboration Meetings
August 26, 2016	Suspended Contract Provision for BTSA Mentor Qualification
August 11, 2016	Class Size Release Days – 2016/2017
January 21, 2016	Class Size Release Days – 2015/2016
January 21, 2016	Weekly Staff Meetings – February 2016
September 17, 2014	Class Size Release Days – 2014/2015
October 22, 2013	Professional Development
October 22, 2013	Class Size
September 11, 2013	Health Benefit Program Modifications
May 23, 2012	Suspended Contract Provisions/Contingent Furlough Days for 2012-2013
October 31, 2011	Restoration of Furlough Days for 2011-2012
August 17, 2011	2011/12 Medical Benefits Open Enrollment
June 9, 2011	Continued Suspension of PAR Program for 2011-2012
June 8, 2011	Suspended Contract Provisions/Furlough Days for 2011-2012
June 10, 2010	Continued Suspension of PAR Program for 2010-2011
March 16, 2010	Suspended Contract Provisions/Budget-Cut Days for 2010-2011
June 9, 2009	Suspension of Peer Assistance Review Program for 2009-2010
December 9, 2008	Suspension of Annual Collective Bargaining Process for 2008-09
April 5, 2005	2005/06 Wage Negotiations
June 8, 2004	Waiver of Health Benefits and Dental-only coverage for Dependents
July 29, 2003	2002-03 Health Benefit Cost Overrun Provisions
March 11, 2003	Recognition of Service Plan

October 8, 2002	Certificated Evaluation Pilot Project
August 27, 2002	Modification of the Self-funded Insurance Benefit Plan
May 14, 2002	Mandatory IRC 125 plan for health cost assessment
November 13, 2001	Full Inclusion Practices set forth in the Certificated Employees Handbook
July 25, 2000	Plan Modification (Health Benefits)
July 25, 2000	CAP Adjustment/Payment of Employee Health Benefits – Excess Costs
June 27, 1999	Teaching/Clinical Experience – Granting Years of Credit For Initial Placement on the Salary Schedule
June 30, 1998	Addendum, Kindergarten Option Two – Implementation
June 9, 1998	Modification of the Self-funded Insurance Benefit Plan