# AGREEMENT

# BETWEEN

# THE

# Board of Education of

# Eureka City Schools

# AND THE

# Eureka Teachers Association/CTA/NEA

## Agreement of July 1, 2024

## To

## June 30, 2027

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## ARTICLE 1: AGREEMENT

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

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

## ARTICLE 2: BASIC MANAGEMENT RIGHTS

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

## ARTICLE 3: CHILDREN'S CENTER

3.1 Starting July 1, 2024, the length of the Children's Center teacher work year shall be 205 work days. This is consistent with full time teachers working 205 work days, eight (8) hours per day. Previously (through June 30, 2024) the length of the Children's Center teacher work year was 221 work days.

3.2 The length of the Children's Center teacher work day shall be eight (8) hours which shall include a 30-minute duty-free lunch period.

3.3 In addition to other days designated in the Children's Center Calendar, the Children's Center shall be closed on such days as the District Administrative offices are closed.

3.4 Substitutes will be provided and paid by the District for the Children's Center teachers attending in-service training as required by the District during their regular work day.

3.5 Days worked beyond the regular teaching year (221 days) shall be compensated at the daily rate of pay.

3.6 Children's Center teachers shall be paid according to the salary schedule attached as Appendix A.

3.7 At times, the Director may be away from the site for less than a full day, and the most senior teacher who holds a site permit may be asked to serve as Administrative Designee. When the Director is away for a full day, the District will first attempt to fill the need with someone from the Administrative Substitute list.

A. If a substitute is not available, the most senior teacher with a site permit may be called upon to act as the site lead. With the teacher's acceptance of this role, the teacher will receive $2,000 per year (provided the teacher works 75% of the year) in the form of a stipend to be paid with the June paycheck in recognition of this extra responsibility.

B. In the event the Director is not on site for one (1) hour or more, the Children's Center lead teacher shall receive eight (8) percent differential of their placement on the Children's Center salary schedule. Hours to be paid will be rounded to nearest half hour (up or down).

3.8 Prior to July 1, each Children's Center teacher will be given an opportunity to specify their work calendar for the upcoming fiscal year in accordance with their contractual number of workdays and work hours. In the event that more teachers wish to work a certain period than is determined by the schedule developed by the Director, the Director will consult with the impacted teachers. If no agreement is reached then, the teacher with the greatest seniority in the Children's Center program shall have first preference.

3.9 Provisions of the following Articles do not apply to Children's Center teachers unless there is a specific and express inclusion noted therein: Articles 4, 11, 15, 19, 22, 24, 27, 28.

## ARTICLE 4: CLASS SIZE

4.1 The maximum class size of report form classes shall not exceed the following:

A. Elementary. All elementary classes below may have one additional student permitted upon mutual consent of the teacher and principal:

1. 23 students for combination Kindergarten/1st grade.
2. 24 students for single grade or combination Transitional Kindergarten and Kindergarten classes.
3. 26 students for combination 1st, 2nd or 3rd grade classes.
4. 27 students for single grade 1st, 2nd or 3rd grade classes.
5. 26 students for a combination 3rd/4th grade classes.
6. 30 students for combination 4th, 5th or 6th grade classes.
7. 31 students for single grade 4th and 5th grade classes.

B. Middle. All middle school classes below may have one additional student permitted upon mutual consent of the teacher and principal:

1. 31 students for multi-subject 6th grade classes.
2. 33 maximum in 6-8 single subject classes.

C. Effective July 1, 2016, high school (excluding continuation high schools) class size is 34 maximum with one additional student permitted upon mutual consent of the teacher and the principal.

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

E. Rules for Counting Students for Class Size Purposes

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

   a. Is a teacher of record (responsible for official school attendance record and/or assigns a grade);

   b. Provides ongoing curriculum adjustment to either accommodate student or implement the student's IEP goals and objectives;

   c. Is required by the student behavior plan to receive training or provide intervention;

   d. Has a student who is in attendance for more than forty-five minutes.

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

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

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

4.4 Special Education:

A. **Article 4 Class Size**

4.4 Special Education:

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

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

An Education Specialist will not be responsible for tracking services, writing progress reports, or conducting IEP meetings for students not on their caseload.

In recognition of the significantly greater instructional, behavioral, medical, and compliance demands associated with students requiring Extensive Support Needs (ESN) services, a weighted

caseload formula shall be used when calculating caseloads for Education Specialists serving a combination of Mild/Moderate Support Needs (MMS) and Extensive Support Needs (ESN) students.

For purposes of caseload calculation:

- Each Mild/Moderate (MMS) student shall be weighted at **1.0**.
- Each Extensive Support Needs (ESN) student shall be weighted at **2.0**
- If a student has a Functional Behavior Assessment (FBA) and a Behavior Intervention Plan (BIP) is developed, one additional point (+1) will be added to the Education Specialist's weighted caseload.
    - This does not apply to students who are in a specialized program (4.4 C and D below).

| Mild/Moderate Students (MMS) | Extensive Support Needs (ESN) | Weighted Caseload Total |
|---|---|---|
| 0 | 12 | 24.0 |
| 0 | 12 | 24.0 |
| 0 | 12 | 24.0 |
| 0 | 12 | 24.0 |
| 0 | 12 | 24.0 |
| 5 | 11 | 27.0 |
| 6 | 11 | 28.0 |
| 7 | 10 | 27.0 |
| 8 | 10 | 28.0 |
| 9 | 9 | 27.0 |
| 10 | 9 | 28.0 |
| 11 | 8 | 27.0 |
| 12 | 8 | 28.0 |
| 13 | 7 | 27.0 |
| 14 | 7 | 28.0 |
| 15 | 6 | 27.0 |

| | | |
|---|---|---|
| 16 | 6 | 28.0 |
| 17 | 5 | 27.0 |
| 18 | 5 | 28.0 |
| 19 | 4 | 27.0 |
| 20 | 4 | 28.0 |
| 21 | 3 | 27.0 |
| 22 | 3 | 28.0 |
| 23 | 2 | 27.0 |
| 24 | 2 | 28.0 |
| 25 | 1 | 27.0 |
| 26 | 1 | 28.0 |
| 27 | 0 | 27.0 |
| 28 | 0 | 28.0 |

Students will be identified as having Extensive Support Needs based on a determination made using the official matrix developed in alignment with guidance from the California Department of Education (CDE) and/or the Special Education Local Plan Area (SELPA). If:

- Student qualifies for Alternative Statewide Assessments (e.g. Alt. ELPAC, CAA) and the Alternative Pathway Diploma or Certificate of Completion.
- Student receives intensive supports per their IEP that include intervention in small group or 1:1 settings, often outside general education, with low student-to-staff ratios.

Definitions

Mild/Moderate Support Needs: A student with one of the following disabilities: autism, emotional disturbance, intellectual disability, multiple disabilities, orthopedic impairment, other health impairment, specific learning disability, and traumatic brain injury requires mild to moderate instruction and supports in one or more of the following domains: academics, communication, gross/fine motor, social-emotional, behavioral, vocational, learning environment access skills. The supports may also include health, movement, and sensory support.

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

B. If the Education Specialist's caseload exceeds 28.0, they are given the opportunity to voluntarily agree to accept additional workload with compensation.

- The Education Specialist shall receive $100 per month for each weighted caseload from 28.1-29.0 and an additional $100 per month for 29.1-30.0.
- Education Specialists with weighted caseloads exceeding 30.0 will receive additional compensation at a rate of $55 per day for each full weighted point above this threshold. Specifically, caseloads ranging from 30.1 to 31.0 will be compensated at $55 per day, while those from 31.1 to 32.0 will receive an additional $55 per day, totaling $110 daily. Under no circumstances shall any weighted caseload exceed 32.0.
- Acceptance of a caseload overage must be documented through a voluntary written agreement signed by the Education Specialist, Site Administrator, and Special Education Department.

C. Special Education Programs designated Moderate Severe (M/S), Independent Living Skills (ILS), Adult Transition Program, autism-specific, and/or Social-Emotional Services are self-contained classrooms and will be limited to a caseload of twelve (12) students. If the limit is exceeded, the teacher shall receive:

- $100 per month for the 13th or 14th student(s) over the caseload of 12 students.
- $55 per day per student for each additional student for the 15th student or above.

D. Special Education Programs designated preschool, preschool Moderate Severe (M/S), and preschool autism-specific will be limited to a class size of ten (10) students. If preschool is operated as an AM (morning) and PM (afternoon) class, then caseload will not exceed 20. If the limit is exceeded, the teacher shall receive:

- $100 per month per student over the individual caseload for the 20th and 21st student(s).
- $30 per day per student for each additional student for the 23rd and above.

E. Aide support for all Special Education classes must be provided at a level that meets or exceeds the funding allocated by the State (Ed Code 56362(f)).

- For classes with 1-6 ESN students in a mixed caseload, one instructional assistant would be added to support the Education Specialist.

- For classes with 7-12 ESN students in a mixed caseload, two instructional assistants would be added to support the Education Specialist.
- *Please note that instructional assistants assigned specifically to individual students do not count toward the required general support staff.*

F. Speech Therapists' (Speech Language Pathologists – SLPs) caseloads shall be at a ratio of not more than 1 to 55 average districtwide. This average includes online SLPs.

- If the maximum of 60 must be exceeded, the SLP will be paid $100 a month for each student up to a maximum of five (5) students for a total caseload of 65 students.
- Support shall be provided in the form of an SLP Assistant (SLPA) to support SLPs carrying a caseload of 50 or more students.
- SLPAs will not be assigned to SLPs who are not appropriately licensed to supervise.

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

H. Instructional aide time is calculated based on time strictly offering aid to students in a paid district role. Student teachers, student interns, or resident teachers not getting paid as aides do not count toward instructional aide time.
operated as an AM (morning) and PM (afternoon) class, then caseload will not exceed 20. If the limit is exceeded, the teacher shall receive:

4.5 Home-Based Independent Study

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 5: COMPLAINTS AGAINST TEACHERS

5.1 Unless otherwise required by law, any parent or citizen complaint about a unit member shall be reported to the unit member by the immediate supervisor receiving the complaint, within five (5) workdays of receipt, if the complaint has the potential for disciplinary action against the unit member.

5.2 In consultation with the unit member, if the immediate supervisor believes the concerns may be constructively reviewed and addressed in a meeting with the member and the complaining party, the immediate supervisor shall work to arrange such a meeting. Either the unit member or the complaining party may decline to participate in such meeting. At the request of the unit member, an Association representative may be present at the meeting.

5.2.1 The immediate supervisor shall work to schedule the meeting within ten (10) working days of agreement of the parties to meet. However, the meeting shall be scheduled by mutual agreement. If the parties cannot agree on a mutual date within fifteen (15) work days then the immediate supervisor shall proceed to process the complaint without a meeting between parties.

5.2.2 If a meeting is held, the immediate supervisor will facilitate a conversation whereby the concerns of the complaining party are presented and discussed and the interests and perspectives of both parties are heard and discussed. If as a result of the meeting, the matter is resolved, the immediate supervisor will confirm in writing the outcome of the meeting.

5.2.3 If the matter is not resolved, then the immediate supervisor will proceed to further process the complaint after setting forth in writing the immediate supervisor's understanding of the complaint. This will be provided to the unit member and the complaining party. Alternatively, the complaining party will be given an opportunity to formalize their complaint in writing and a copy will be given to the unit member upon District receipt.

5.2.4 The unit member shall be given time during a duty day without salary deduction to review the complaint and prepare responsive comments should they wish to do so.

5.3 Based on the nature of the complaint, the immediate supervisor will determine the appropriate policy/procedure by which the complaint will be reviewed and advise the unit member and the complaining party. Depending on the nature of the complaint, the District may use outside investigative services to process the complaint. Whenever the District undertakes a review of the complaint, the unit member shall be given an opportunity to respond verbally and in writing to the allegations. In addition, the unit member shall have the right to engage Association representation to assist them in responding.

5.4 Once the immediate supervisor has completed the review and/or investigation of the complaint, both the unit member and the complaining party will be advised in writing of the immediate supervisor's determinations.

5.5 Complaints which are determined to be without merit shall not be placed in the unit member's personnel file nor utilized in any evaluation, assignment or disciplinary action taken against the unit member.

5.5.1 In the event that documentation is placed in the unit member's personnel file, the unit member shall have the opportunity to respond in writing during the duty day without loss of pay and such response will be included in the unit member's personnel file and attached to the documentation in the personnel file.

5.6 All information or proceedings regarding any complaint shall be kept confidential by the unit member and District representatives to the extent provided by law.

5.7 Nothing in this article is intended to waive any statutory due process rights of the unit member.

5.8 If the unit member believes the complaint is false or based on hearsay, he or she may file a grievance in accordance with Article 12 to determine validity of the complaint.

## ARTICLE 6: CONSULTATION RIGHTS

The board recognizes the Association's right to consult on the definitions of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law as per Educational Employment Relations Act (Government Code 3453.2).

At such times as the District contemplates taking action upon a matter that the Association has a right to consult upon under the Education Employment Relations Act and then the Superintendent or his designee shall advise the Association of the matter in writing. Within five(5) District office business days after the Association president or designee has received the notification, the Association may request in writing a meeting to consult. This meeting may involve multiple teachers with subject matter expertise if the Association deems it appropriate.

Should the Association do so, a consultation meeting will take place with the Superintendent or his designee within ten (10) District Office business days thereafter.

6.1 Paraprofessionals

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

## ARTICLE 7: EARLY RETIREMENT

7.1 Retirement-Reducing Workload at Age 55

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

A. Have reached the age of 55.

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

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

Compensation:

A. Minimum part-time employment shall be equal to one-half (½) the number of days of service required by regular teachers. The teacher shall receive the same salary he/she would have earned in full-time service, pro-rated according to the hours or periods employed. Sick leave and health or other benefits shall be provided as specified in this Agreement and Board policy. Retirement benefits shall continue as if the teacher were employed full-time.

B. The teacher shall receive credit toward retirement the same as if he/she had been on full-time employment. The district shall pay a full share and the teacher shall pay a full share of the retirement costs.

Service:

The minimum part-time employment shall be the equivalent of one-half (½) the number of days of regular service required by the agreement. Specific activities of the teacher will be mutually agreed upon by the teacher and the Director of Personnel. If under unusual circumstances the District finds it necessary to request the teacher to take assignments other than those mutually agreed upon, it is understood that the teacher has the right to return to regular full-time service. If the teacher and the Director of Personnel cannot agree upon the specific activities of the teacher, the teacher will be assigned activities by the Board of Education. If these activities are not agreeable to the teacher, the teacher has the right to return to regular full-time employment.

This service may include, but is not limited to: substitute teaching, teaching one semester, assistance and development of curriculum, evaluation of instructional programs, assistance in the improvement of teaching strategies, assistance to new or experienced teachers, development of instructional materials, or programs continuing research projects. Early retirement programs shall be for a period not to exceed five (5) years or to the age of sixty-five (65) whichever comes first. Applications should be in the District office prior to March 1 of each year. Applications submitted after March 1 shall be less likely to receive Board approval.

7.2 Retirement - Part-Time Teaching for Retired Teachers

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

Compensation and Service:

Teachers contracted to render service to the District in positions generating ADA income or replacing teachers in current positions shall be paid a daily rate equal to the current daily salary rate for their step and column at the time of retirement. Teachers contracted to render service to the District in other positions may negotiate an hourly rate not less than the hourly rate specified in

Article 28, number 2 for a minimum number of hours, and for a specific number of years. Compensation for service better suited to a stipend payment may also be negotiated in that form. District paid benefits shall continue to be provided. Total payments (excluding the cost of benefits) shall not exceed the maximum earnable amount for one (1) year as determined by the State Teachers Retirement System.

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

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

7.3.a Retirement - Health Benefits for Early Retirees

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

A. Have reached the age of 55.

B. Qualify for service or disability retirement under the State Teacher's Retirement System and be drawing retirement pay there from.

C. Years of service to the District combined with age is greater or equal to 80 (i.e. 25 years of service in the District + 55 years old = 80).

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

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

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

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

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

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

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

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

## ARTICLE 8: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by the State law and that in the absence of specific provisions in this Agreement such District practices and procedures are discretionary. Individual teacher contracts shall be subject to and consistent with the term of this Agreement.

## ARTICLE 9: EMPLOYEE BENEFITS

9.1 Dental Insurance

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

9.2 Health Insurance

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

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

Effective July 1, 2026, the District shall contribute a maximum amount of $1,300 per month toward an employee's monthly cost of health benefits. Employees will have to pay the monthly difference, if any, between $1,300 and the actual monthly cost of the plan.

The plan options are set forth in the appendix.

9.3 Vision Insurance

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

9.4 Future Increases

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

9.5 Medicare Option

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

9.6 Insurance Committee

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

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

9.7 All teachers employed (full or part-time) prior to July 1, 1986, will continue to qualify for full dental, medical and vision benefits at the rate stated in Nos. 1, 2, and 3 above. Teachers employed 60% or less of a full-time teaching assignment on or after July 1, 1986, shall have the benefits entitlement provided pro-rated with the District paying that percentage of the benefit subject to insurance provider restrictions. For example, a teacher working 60% of a full-time equivalent position will receive 60% of the total benefit package; provided that the teacher contributes the balance of the benefit cost and the insurance provider will allow participation. If the medical insurance provider does not allow participation by the part-time teacher, then the part-time teacher may apply the prorated District benefits contribution toward dental and vision benefits through the District plans.

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

9.7.1 In the event a full-time teacher, who is entitled to receive full health benefits, requests and

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

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

## ARTICLE 10: EVALUATION PROCEDURES

10.1 The District shall meet with District teachers, including Association representatives, prior to any changes in the established standards of expected student achievement.
(See APPENDIX H2 Teacher Evaluation Options)

Observation(s) and formal evaluation will be based on the California Standards for the Teaching Profession (CSTP)

A. **Temporary and Probationary teachers** shall be formally evaluated by the Principal or his/her designee in writing on District forms twice each school year unless 10.C applies. This will include two observations and a formal evaluation.

**Permanent teachers** shall be formally evaluated by the Principal or his/her designee in writing on District forms at least once every other year unless 10. C applies. This will include one observation and a formal evaluation.

Upon mutual agreement with the evaluator, **Permanent teachers** employed for ten years with the district and having received three (3) consecutive positive evaluations shall be formally evaluated by the Principal or his/her designee in writing on District forms at least every five (5) years. (CA Ed Code 44664 (a)(3))\

**If the request for a 5-year cycle is denied, a written explanation from the direct supervisor will be provided with specific reasons within ten (10) duty days.**

The steps shall include:

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

**Prior to October 1**: Administration will provide teachers with student data to analyze and reflect upon. This information may be used to establish the goal(s) for the year.

**Prior to October 15**: Preliminary Goal Setting of one student learning goal and one teacher chosen professional development goal for ALL teachers on the district form. Non-observed teachers set goal(s) for the year. Observed teachers set preliminary goal(s) for the year. Time will be provided during admin. collaboration.

**Prior to November 1:** A pre-evaluation conference for all teachers being evaluated during the school year, where the teacher and evaluator shall meet, discuss, and agree upon goals, and reflect on the connection to CSTPs.

**Prior to December 15**: Probationary or temporary teachers will have one (1) formal classroom observation to be followed by one conference using the observation feedback protocol. A written report of the classroom observation shall be provided to the teacher at the time of the conference.

**Prior to January 30**: All teachers will complete mid-year goal reflection. Time will be provided during admin. collaboration.

**Prior to February 15**: Permanent teachers will be notified of a possible Unsatisfactory evaluation based on California Standards for the Teaching Profession. A Growth Plan will be developed to address identified areas for improvement. A follow-up observation and post-observation conference will be scheduled to review progress on the Growth Plan. If sufficient progress is not demonstrated, A Deficiency Improvement Action Plan (DIAP) will be initiated before the second observation occurs.

For certificated employees with a Deficiency Improvement Action Plan (DIAP), the evaluator **must** contact the Director of Personnel when a Deficiency Improvement Action Plan (DIAP) is being considered, prior to initiating a written plan.

**Prior to March 1:** Temporary and Probationary teachers will have at least one (1) additional classroom observation and conference to discuss the second written observation report using the observation feedback protocol. Formal evaluation will also be completed with feedback based on the CSTPs.

**Prior to April 15:** Permanent teachers **who are being observed** will have one (1) formal classroom observation to be followed by one conference using the observation feedback protocol.

**Prior to May 15**: Observed Permanent teachers not on a DIAP will have a formal evaluation conference with feedback based on the CSTPs. The observation and formal evaluation conferences can be combined.

**Prior to June 1: All Teachers will complete the final goal reflection. Time will be provided during admin collaboration.**

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

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

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

**Prior to the end of the school year**: All teachers will complete final goal reflection.

B. Observations: Secondary evaluation observations shall last at least one (1) full period. Elementary evaluation observations shall last at least 45 minutes.

C. Any teacher who receives a negative observation report shall receive at least one (1) subsequent observation, report, and conference.

D. At least the first observation shall be arranged by the evaluator and the teacher at least two (2) days in advance of the observation.

E. The teacher and evaluator shall take positive action to correct any cited deficiencies. The evaluator shall include specific recommendations for improvement and provision for assistance in implementing such recommendations.

F. If subsequent remedial action eliminates a negative evaluation and/or the identified deficiencies, a statement of the improvement shall be made and attached to the negative statement.

G. Teachers shall not be required to participate in the evaluation and/or observation of other teachers, nor shall teachers be required to assess their own performance.

H. Should a teacher choose to assess his/her performance, he/she shall be notified before revealing the substance of such self-assessment that the matters contained therein may adversely affect his/her job security, and he/she is not required to reveal such self-assessment.

I. The evaluator shall not include hearsay statements in his/her evaluation of a teacher.

J. Special Education teachers who receive an unsatisfactory evaluation by a regular education administrator may request a reevaluation assisted by a special education administrator.

10.2 General Procedures:

A. A teacher's personal, political, organizational activities or preferences, or the introduction and open exchange of ideas, materials and positions which might be deemed to be unpopular or controversial shall not be the basis of negative evaluation.

B. Grievances shall not be a basis of evaluation.

C. Evaluations, other than the procedures set forth in this article, are not grievable.

D. Evaluation forms are attached in Appendix H. Changes in current District evaluation forms shall be jointly developed by the Association and the District.

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

A. Engaging and supporting all students in learning.

B. Creating and maintaining effective environments for student learning.

C. Understanding and organizing subject matter for student learning.

D. Planning instruction and designing learning experiences for all students.

E. Assessing student learning.

F. Developing as a professional educator.

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

10.5 A new evaluation system is being developed for full District implementation effective for the 2027-28 school year. In preparation, a first pilot year was implemented during the 2025-26 school year. The pilot program shall continue during the 2026-27 school year.

During the 2026-27 school year, all temporary and probationary teachers shall participate in the pilot program. Permanent teachers scheduled for an observation year shall also participate in the pilot program.

During 2026-2027, the committee shall continue to meet to review the pilot program's implementation and recommend any necessary modifications to the negotiation teams. Feedback regarding the pilot program shall be gathered and reviewed on or before April 1, 2027.

The chairs of the committee shall provide an update to the negotiation teams on or before March 1, 2027. The negotiation teams shall meet in April and May 2027 to finalize this article and the evaluation forms prior to June 1, 2027.

## ARTICLE 11: EXTRA DUTY COMPENSATION

11.1 The following teachers shall receive compensation in addition to regular placement on the salary schedule:

A. Department chairpersons shall receive compensation in addition to regular placement on the salary schedule as follows:

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

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

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

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

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

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

- Leading department/team collaboration to discuss objectives, initiatives, and challenges, ensuring cohesion.
- Communicating between department/team, and administration.
- Managing department/team budget and crafting meeting agendas.

- Setting goals and strategizing for achievement.
- Mentoring and supporting departmental teachers/team members, offering guidance and professional development.
- Analyzing student performance, curriculum effectiveness, and departmental goals to guide improvements.

This subsection shall not apply to Zoe Barnum High School.

B. School Leadership Team (SLT)

School Leadership Team (SLT) members shall be compensated with a stipend for the time, duties, responsibilities, and leadership associated with serving on the team as described in Appendix M.

Any unit member serving on a preschool, elementary, middle school, or Zoe Barnum School Leadership Team shall receive a stipend of $1,200 payable in the June paycheck. Any Eureka High School unit member serving on the School Climate Team (School Leadership Team) shall receive a stipend of $1,500 payable in the June paycheck.

1. Each school site shall maintain a School Leadership Team (SLT).
2. The SLT shall consist of site administration and staff representatives. Staff representatives shall be selected annually from interested employees through a site-based election when the number of interested candidates exceeds the number of available positions.
3. ETA members on the teams will consist of three at Winzler and Zoe, seven at elementary and middle, and eight at EHS- receiving stipends. Attempts will be made to balance content area and grade level across the (SLT). Other stipends may be paid to CSEA members to fill out the team._
4. Available SLT positions shall be announced annually to all staff via email.
5. Staff representatives shall serve two-year staggered terms whenever practicable.
6. Vacancies shall be filled through the same selection process.
7. The duties and responsibilities of the SLT shall be those identified in Appendix M,
8. The SLT shall make recommendations regarding site-based collaboration structures pursuant to Article 23.9(C)

C. Librarians/Library Resource Teachers shall receive five point 38 (5.38) percent of their placement on the salary schedule for additional duty before and after the normal school year.

D. Effective 7/1/18, Special Education Teachers assigned to teach a special education class shall be paid a $1,000 stipend (prorated for part time) on an annual basis, paid in June for previous year's service. Effective 7/1/2021 this stipend is increased to $2,000 annually. This is to recognize special education teachers' efforts in addition to teaching and preparing for a class, including paperwork and attending IEP meetings.

E. Effective 7/1/23 – District Athletic Trainer will receive $19,300 annually to work with all three sports seasons. This is to include hydration testing. The District will pay for the testing supplies and any related lab fees. This stipend will be paid monthly.

F. Effective 7/1/24, general education teachers assigned to co-teach with an education specialist shall be paid a $1,000 stipend on an annual basis, paid in June for the previous year's service. This is to recognize the extra effort required to collaborate with the education specialist, differentiate instruction, and prepare for a class, including paperwork and attending IEP meetings.

G. Effective 7/1/25:

- FFA Stipend increased from Class 4 to Class 6.
- Ag Summer Stipend increased from Class 4 to Class 6.
- Middle School Athletic Director increased from Class 7 to Class 8.

H. Effective 7/1/26:

- Elementary teachers assigned to a combination class shall receive a $2,000 annual stipend, paid in June for the previous year's service, in recognition of the additional planning and instructional responsibilities associated with teaching multiple grade levels.
- Elementary teachers who take learners on an overnight trip shall receive a $500 annual stipend per teacher, with a maximum of three (3) teachers per site, paid in June for the previous year's service.
- Speech-Language Pathologists (SLPs) who possess CLAD certification shall receive a $2,500 annual stipend, paid in June for the previous year's service.
- Any culinary teacher who maintains a teaching kitchen at Eureka High School and Zoe Barnum High School shall receive a **$3,000** annual stipend, paid in June for the previous year's service.
- Any teacher who is required to relocate classrooms, shall be compensated at the teacher hourly rate for up to twenty-six (26) hours for the move, as in Section 11.7.
- Members of the Eureka High School Climate Team (School Leadership Team) shall receive a $1,500 annual stipend, paid in June for the previous year's service.
- Teachers assigned to teach the 11th- and 12th-grade AVID elective course shall receive a $1,000 annual stipend, paid in June for the previous year's service.

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

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

Effective 7/1/25, Zoe Athletics Coach added to Class 1 on Extra-Duty Salary Schedule.

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

9th Grade Year - $1,000 per year
10th Grade Year - $1,500 per year
11th Grade Year - $2,000 per year
12th Grade Year - $2,500 per year

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

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

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

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

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

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

11.4 School Day Supervision

A. Bus and yard duty for elementary teachers shall not be assigned unless 11.3.c applies.

B. Before and after school supervision at the secondary level shall not be assigned unless 11.3.c applies.

C. Supplemental services will not be assigned during lunch.

D. If more supervision is requested during non-assigned time, the site administrator may ask for teachers to volunteer at the teacher hourly rate.

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

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

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

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

a. Paid at the teacher hourly rate for the hours of professional development delivered outside of the duty day, and

a. Paid for two (2) hours at the teacher hourly rate for preparation time to create new material for each one (1) hour of professional development delivered, and

b. Paid for one (1) hour at the teacher hourly rate for preparation time for each hour of presentation if the professional development is repeated or revised material.

## ARTICLE 12: GRIEVANCE PROCEDURES

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

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

12.1 Definitions and General Provisions:

A. A grievance is a formal written allegation by a grievant that he/she has been directly affected by a violation of the specific provisions of this Agreement.

B. A grievant may be a unit member and/or the Association.

C. A day is a unit member duty day unless otherwise specified in this Article.

D. The "immediate supervisor" is the lowest level administrator (site administrator or director) having immediate jurisdiction over the grievant who has been designated to adjust grievances.

E. The timelines for initiating a grievance shall commence the day after the act or occurrence giving rise to the grievance or when the grievant could have reasonably become aware of its occurrence.

F. During all steps of the grievance process, the grievant may be represented by a person designated by the Association or by a person of the grievant's choice. In addition to a representative, the grievant may also be accompanied by a person of their choice (a conferee) who does not act in a representation capacity. Additionally individuals may be included upon mutual agreement of the parties.

G. Any grievance which arises from a direct decision made by the Superintendent or the Cabinet-level administrative staff shall begin at Level 2. Before commencing at Level 2,

the grievant must have an informal level with the Superintendent or designee, for the purpose of resolving the alleged grievance at the earliest practicable level in an informal matter. As part of the informal process, the grievant must communicate the specific provisions of the Agreement at issue. The attempt to resolve the issue informally does not change the timeline for filing the Level 2 grievance, which must be filed within 25 days of the time specified in 12.1.E.

12.2 Grievance Initiation

A. In order to initiate a grievance, the grievant must file the grievance in writing with their immediate supervisor within 25 days of the time specified in E above. If it is not, the grievance is null and void.

B. At the option of the grievant, the grievant may seek to meet with their immediate supervisor prior to initiating a Level 1 grievance, for the purpose of resolving the alleged grievance at the earliest practicable level in an informal manner. As part of the informal process, the grievance must communicate the specific provisions of the Agreement at issue. The attempt to resolve the issue informally does not change the timeline for filing a Level 1 grievance unless both the Superintendent or designee and Association agree in writing to an extension of time.

1. When the grievant is not represented by the Association, no solution shall be implemented until the Association is given a statement in writing of the proposed solution and an opportunity to respond.

2. It is expressly understood that all matters discussed at such conferences are intended only for informal use at this level and that this part of the grievance process will not be used as a device for discovery.

C. Immediate Supervisor (Level 1)

1. Within ten (10) days of filing a grievance, the immediate supervisor shall meet with the parties to the alleged grievance prior to rendering his/her decision. The grievant and the immediate supervisor may mutually agree to waive this meeting.

2. The immediate supervisor shall communicate his/her decision, including reasons and rationale, to the grievant and the Association Grievance Chairperson, in writing, within ten (10) days after the meeting or within 15 days after the filing of the grievance, if there is no meeting.

12.3 Superintendent (Level 2)

A. The grievant may appeal, in writing, a Level I decision to the Superintendent or his designee within ten (10) days after receiving it. The Superintendent or his designee shall investigate the details of the alleged grievance and confer with the grievant within ten (10) days.

B. The Superintendent or his designee shall communicate his/her decision including reasons and rationale to the immediate supervisor and the grievant and the Association Grievance Chairperson, in writing, within ten (10) days after the conference.

12.4 Mediation (Level 3)

A. If the grievant is not satisfied with the level 2 decision, the grievant has five (5) days after the filing of the written decision to notify the District, in writing, that the grievance is proceeding to mediation. If this timeline is not met, the decision is final.

B. Within 10 days of the notice to move to mediation, the District and Association will notify the State Mediation and Conciliation Service of the need for a mediator. Alternative dispute resolution programs may be used as mutually agreed to by the parties. Any costs of the mediator shall be shared equally by the Association and the District. All other costs will be the burden of the party incurring them.

C. The date(s) for mediation shall be by mutual agreement.

D. If an agreement is reached in mediation, the agreement and resolution of the grievance will be confirmed in writing and signed by all parties. The parties can *mutually agree to determine* on a case-by-case basis whether the settlement is precedent setting.

E. If no agreement is reached to resolve the grievance in mediation, the Association may decide to move the matter to arbitration. The Association's intent to proceed to arbitration shall be made within 10 days of the last date of mediation and shall be communicated within that timeframe, in writing to the Superintendent.

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

1. Within ten (10) days of receiving notification of the Association's decision to go to arbitration, the representative of the Association will contact the State Mediation and Conciliation Service and request a list of seven (7) arbitrators from the state Conciliation Service. The District will be copied on the request.

2. Within ten (10) days of the receipt of the State Conciliation Service list, the Association representative and the District representative will consider candidates until the selection of an arbitrator is accomplished by mutual consent or by using the strike off method. Formal request for the services of the selected arbitrator will be made at this meeting. The dates for the arbitration hearing shall be determined by mutual agreement of the parties and selected arbitrator.

3. The arbitrator will take such time as is necessary to collect facts regarding the specific grievance. The report of the arbitrator will be submitted to the Superintendent or his/her designee and Association and the grievant.

4. The arbitrator shall be empowered to rule on arbitrability issues prior to hearing and ruling on the merits of the case.

5. The arbitrator's decision on the dispute shall be final and binding on the parties. The arbitrator's decision will be limited to only those alleged violations and facts raised at Levels 1 and 2 of this grievance procedure. The arbitrator shall have no power to alter the parties' agreement.

6. All costs of the arbitrator shall be shared equally by the Association and the District. All other costs shall be the burden of the party incurring them.

12.6 General Provisions

A. Should grievances be settled prior to Level 3, any resolution will remain tentative for fifteen (15) days if the grievant was not represented by the Association. The Association will be notified before this time begins and will have an opportunity to make a response. The tentative resolution becomes final and binding at the conclusion of the fifteen (15) day period.

B. The performance of an act which is allegedly subject to grievance does not necessarily compromise the unit member's position.

C. Every effort will be made to schedule meetings for the processing of alleged grievances at times which will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as a witness, conferee or grievant in such meeting or hearing, shall be released from the regular duties without loss of pay for a reasonable amount of time. Two days of advance notice for such release time is required to allow the District to find appropriate coverage.

D. All steps of the grievance procedure will be processed on forms provided by the District and sent by email. See Appendix H. (Forms to be confirmed after agreement on language.) All written levels of the grievance process shall be copied to the Director of Personnel.

E. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, if left unresolved at the beginning of the school year, could result in harm to either party, the time limits set forth herein will be reduced so that the procedure may be executed—-except for the arbitration level—prior to the end of the school year or as soon as is practicable but no later than June 30.

F. A teacher may present alleged grievances and have them adjusted without the intervention of the employee organization at Level I.

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

## ARTICLE 13: LEAVES

13.1 Absences - Act of God

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

13.2 Bereavement Leave

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

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

13.3 FMLA/CFRA

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

13.4 Extended Illness Leave

If a teacher has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid, or what would have been paid, to the substitute during the period of absence. (The amount deducted will be the

lowest rate applicable to that type of substitute (day-to-day or long-term), based on the District's substitute pay scale.) The five (5) months or less period during which the above deductions occur shall not begin until all other paid sick leave provisions for which he/she is eligible have been exhausted. This leave is limited to one (1) five (5) month period for the same illness or accident and one (1) five (5) month period per year. When extended illness leave overlaps into the next fiscal year, the teacher shall be entitled to only the amount of unused leave due him/her for the same illness or accident. However, a teacher would still be entitled to one (1) five-month period in the next fiscal year for a different illness or accident.

13.5 Health Leave

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

13.6 Industrial Accident/Illness Leave

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

A. Allowable leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.

B. Allowable leave shall not be accumulated from year to year.

C. Industrial accident or illness leave shall commence on the first day of absence.

D. When a teacher employed in a position requiring certification qualifications is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity, will result in payment to him/her of not more than his/her full salary.

E. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absences regardless of a temporary disability indemnity award.

F. When an industrial accident or illness leave overlaps into the next fiscal year, the teacher shall be entitled to only the amount of unused leave due him for the same illness or injury.

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

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

During any paid leave of absence, the teacher shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the teacher appropriate salary warrants for payment of the teacher's salary and shall deduct normal retirement and other authorized contributions.

13.7 Job Sharing Leave

A. Job sharing leave is a plan whereby two (2) teachers share the full responsibilities for one (1) identifiable full-time position.

B. Mutual agreement between the two (2) teachers, the immediate supervisor and the Superintendent or his designee shall be required by March 1 prior to the end of the current school year before the plan can be implemented.

C. Salaries of participants shall be paid on a basis which is proportional to full-time service. The District will pay "Employee Benefits" proportionate to full time status of each employee with a combined total not to exceed the benefits paid for one full-time employee as limited by Article 9-Employee Benefits.

D. Job sharing situations may be mutually agreed upon on a year-to-year basis. Should the job sharing arrangement be terminated by the teachers involved after the first year, , they may revert to full-time status if an opening exists. Should the job sharing arrangement be terminated for any other reason, the teachers shall revert to the full or part-time status held prior to such job sharing.

E. In the event that one (1) of the two (2) participants vacates the position for any reason, the remaining participant shall have the option of converting to full-time in that position.

13.8 Legal Leave

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

supervisor or designee. The teacher may return to his/her teaching duties, or with the mutual consent of the administration, do another task.

13.9 Legislative Leave

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

A. The teacher on such leave shall notify the Superintendent or designee of his intended return at least nine (9) weeks in advance.

B. The teacher on such leave shall be entitled to return to employment at the end of the leave.

13.10 Pregnancy Disability Leave (Unpaid)

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

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

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

The unit member shall use current and accumulated illness/injury leave during any period of pregnancy disability leave. The unit member may also elect to use other accrued leave for which they are eligible during the unpaid pregnancy disability leave.
This section shall be construed as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury or disability.
The teacher requesting a leave of absence shall do so in writing as soon as the pregnancy has been diagnosed. Such request shall be accompanied by a letter from a licensed physician indicating the date of the expected birth.

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

13.11 Parental/Child Bonding Leave

1. 12 Weeks Parental/Bonding Leave (Paid)

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

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

   b. The unit member shall provide the District with at least eight (8) weeks advance notice of the expected date of delivery signed by a health care provider, or with the expected date of placement of the child in the home of the unit member in the case of adoption or foster care. If this period of advance notice is not possible, the unit member shall notify the District of the expected date of birth or placement as soon as possible.

   c. If both parents are employees of the District, each shall be entitled to 12 workweeks of leave under this section, unless the law requires more.

   d. Parental leave under this section shall run concurrently with baby bonding leave under CFRA. It is the intent of this section to implement the terms and conditions of Education Code section 44977.5 and Government Code section 12945.2, and further interpretations of these laws will apply.

   e. Following the 12 workweek period of parental/bonding leave, the unit member may request, and the Board in its sole discretion may grant, an additional unpaid child rearing leave in accordance with the other provisions of this Article.
   f. Intermittent use of such leave is subject to applicable law and regulations.

2. Extended Parental/Child Bonding Leave

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

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

13.12 Organizational Leave I

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

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

13.13 Organizational Leave II

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

13.14 Personal Leave for Compelling Personal Reasons

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

A. The teacher will be charged the cost of the substitute against his/her per diem rate for a period of up to 30 work days per school year.

B. If the leave under Section 13.16 has been exhausted, a teacher may request further leave under this section for up to ten (10) working days with full per diem deduction.

13.15 Personal Leave - Unpaid, Long-Term

Any teacher may request a one (1) or two (2) semester unpaid leave of absence or extension leave of absence for no more than one (1) additional one-year period. The District Administration will consider each request based upon its individual merit. Leaves of absence requested or extensions must be requested before March 1 prior to the leave. During unpaid leaves of absence, no fringe benefits will be provided by the District, but the District shall permit the teacher to purchase the fringe benefits from the District.

13.16 Personal Necessity/No-Tell Leave

A. Seven (7) days of sick leave may be used (per contract year) at the discretion of the teacher ("no-tell" days).

B. No-tell days may not be used to extend a weekend or holiday with less than 2 weeks' notice unless the unit member secures substitute coverage for each day/period absent. This sub-section only (13.16.B) will sunset upon ratification of the parties' 2027 successor agreement, unless negotiated otherwise.

C. For Professional Development Days (PD), no-tell days may not be used with less than 2 weeks' notice unless approved by the site administrator or other district supervisor. This applies to the four (4) PD days, which includes the District Welcome Back and the (3) PD days during the school year.

D. A unit member shall make his/her request in advance except in these cases:

1. Death or serious illness of a member of the immediate family as defined in 13.2 "Bereavement Leave".

2. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family, as defined in 13.2 "Bereavement Leave".

E. It is the understanding of the parties that any work stoppage or "concerted activity" would invalidate the use of this section.

13.17 Sabbatical Leave

In accordance with the current Education Code.

13.18 Sick Leave

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

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

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

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

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

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

1. Death or serious illness of a member of the immediate family.

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

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

A. At the beginning of each school year, every teacher shall be advanced a sick leave credit equal to his/her sick leave entitlement for the school year. The teacher may use his/her credited sick leave at any time during the school year. Should the teacher leave the District prior to the end of the school year, he/she shall reimburse the District for any expended sick leave which was used exceeding the credit of one (1) day for every employment month worked.

B. Hourly teachers shall be entitled to sick leave at the rate of one (1) hour for each eighteen (18) hours served with credit recorded as earned.

C. Hourly teachers may at their discretion utilize any sick leave accumulated during their regular contractual assignment.

D. For absences over five (5) consecutive days, the employee may be required to provide medical verification and a release to return to work.

13.19 Miscellaneous

A. A teacher on extended leave shall notify the District, in writing, prior to March 1 of his/her intention to return the next school year. If the teacher fails to notify, the District shall send notice of pending action by registered mail to last known address on file. Failure to respond within ten (10) days will result in the position being classed as vacant.
An employee on extended leave shall be entitled to:

1. Return to the same, a similar, or mutually agreed upon position as that which he/she held immediately before commencement of the leave, provided, however, that such a teacher shall be subject to the same terms and conditions of employment as if no leave had been taken.

2. Receive credit for annual salary increments provided during this leave provided that a cumulative total of at least seventy-five (75%) of the duty days were worked unless otherwise provided in this article.

3. Receive during his/her leave all other teacher fringe benefits including, but not limited to insurance benefits to the extent not expressly prohibited by law.

4. A teacher requesting extension of a leave beyond one (1) year shall not be entitled to return to the same position and shall not receive credit for a second annual salary increment, or be entitled to benefits unless he/she makes advance payment to the District for such benefits. Extension is limited to an unpaid status only.

B. Catastrophic Leave: Through a Memorandum of Understanding (MOU), the District, the Eureka Teachers Association, and the California School Employees Association, implemented a Catastrophic Leave program which is available to all regular employees who elect to participate. Catastrophic Leave may help when an employee has exhausted all applicable personal sick leave on account of a catastrophic illness or injury of the employee or a member of their immediate family. Please see the MOU signed February 25, 2020 and the Addendum signed February 7, 2022 for more information.

C. Unpaid Leave of Absence: Unless otherwise provided in this article, a teacher on an unpaid leave of absence shall not receive credit for annual salary increments but shall be entitled to:

1. If the unpaid leave is for one (1) year or less, the teacher shall be entitled to return to the same, a similar, or mutually agreed upon position as that which he/she held immediately before commencement of the leave.

2. If the unpaid leave is for more than one (1) year, or extended more than one (1) year, or extended beyond one (1) school year, the teacher is entitled to return to a position of equal FTE status with the position being determined by the District.

3. A teacher on unpaid health leave or "Extended Parental/Child Bonding Leave", which is necessitated by medical conditions of the newborn child (as verified by a physician), shall receive the fringe benefits described in Article 9 of this agreement.

4. A teacher on unpaid study leave where the leave directly relates to the teacher's curricular assignment or when the leave relates to the curricular needs of the District, shall receive during his/her leave the fringe benefits described in Article 9 of this agreement.

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

## ARTICLE 14: MAINTENANCE OF STANDARDS

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

## ARTICLE 15: NEW TEACHER SUPPORT

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

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

### 15.1 EMPLOYEE INFORMATION

a) "Newly hired employee" or "new hire" means any employee new to the District or rehired by the District who is eligible to be represented by ETA, as outlined in Article 18, 18.1 of the Collective Bargaining Agreement (CBA) between Eureka Schools and ETA. This includes employees who were previously not represented by ETA and hired into positions which are now represented by ETA.

b) Within 30 days of hire or by the first pay period of the month following hire, the District will provide ETA with the following contact information for all newly hired employees: name, job title, department, work location, work telephone number, and home, personal cellular telephone numbers, personal email address on file with the District, and home address, unless the employee has submitted a written request to the District not to disclose his/her home address, home telephone number, personal cellular telephone number, or personal email address, to ETA, in accordance with Government Code section 6254.3(c).

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

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

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

## 15.2 NEW EMPLOYEE ORIENTATION AND PROFESSIONAL DEVELOPMENT

1. Employees who are newly hired (new to the district) are provided with and required to attend three (3) additional paid days at the teacher's per diem rate before the first teacher duty day to go through an onboarding process which includes New Employee Orientation and Professional Development in preparation for the start of school.

a) "New employee orientation" means the onboarding process of a newly hired employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, and any other employment-related matters. As such, the District will hold a "new employee orientation" session one time per year, on or about August.

b) The District agrees to provide ETA access to its "new employee orientation" session, subject to the following provisions.

i. ETA shall receive not less than ten (10) days' notice by e-mail in advance of the orientation to the lead negotiator and Association president.

ii. As part of new employee orientation, the District agrees to provide ETA with up to 30 minutes of time on the day of District orientation to conduct an ETA orientation, ten (10) minutes of which will be allowed for questions and answers without an administrator present.

iii. Union representatives attending such meeting on behalf of ETA are not on paid status for the meeting.

c) New Employee Orientations and Professional Development will include a District overview, climate, instructional practices, classroom management, at lease four (4) hours of classroom preparation, etc.

2. The District will provide all teachers in their first year with the District with a $250 budget for school supplies during the first year.

## ARTICLE 16: NON-DISCRIMINATION

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

## ARTICLE 17: PAYROLL DEDUCTIONS

17.1 The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues. The Association shall provide the District with payroll authorization cards from unit members authorizing dues deductions, after which the District will begin deducting union dues. Association dues, upon formal written request to the District from the Association, shall be increased or decreased without re-solicitation and authorization from unit members.

17.2 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.

17.3 The District shall deduct one-eleventh (1/11) of the Association dues and fees from the regular salary check each month. Deductions for unit members who sign authorization cards after the commencement of the school year shall be appropriately pro-rated to complete payment by the end of the school year.

17.4 The District will direct unit member inquiries to cancel or change dues deduction to the Association. Any dispute about the unit member's right to end dues deduction will be solely between the individual member and ETA/CTA/NEA. The governing board shall rely on information provided by ETA regarding whether deductions were properly canceled or changed, and ETA shall indemnify the District for any claims made by the employee for deductions made in reliance on that information.

17.5 In accordance with Government Code section 3546(e), the Association shall indemnify and hold the District harmless against any legal fees, legal costs, and settlement of judgment liability arising from any court or administrative action relating to the District's compliance with this Article or reliance on the Association for the information provided pursuant to Article 17.1.

## ARTICLE 18: RECOGNITION

18.1 The District confirms its recognition of the Association as the exclusive representative for that unit of teachers recognized by the District per its motion dated May 18, 1976, which reads in part:

"...The Eureka Teachers Association/California Teachers Association/National Education Association...the exclusive representative for a unit of all certificated teachers excluding management, confidential, supervisory, counselors, psychologists and substitutes...."

18.2 As used in this Agreement, "teacher" refers to all members of the bargaining unit represented by the Association unless the context clearly indicates that the term refers to less than all bargaining unit members.

18.3 It is agreed that day-to-day substitutes are not a part of the ETA unit and will be paid based upon salary schedules adopted pursuant to the Education Code.

18.4 Temporary teachers are part of the ETA unit. Temporary teachers are teachers serving under a contract which identifies the employment as being temporary in nature and who are temporarily taking the place of a probationary or tenured teacher who is on leave. Temporary employees shall be paid a salary based upon the same salary schedule as probationary and permanent teachers.

A. The District will fill vacancies caused by the absence from service of probationary or permanent teachers with temporary employees where the absent probationary or permanent teacher is: (1) known not to return to service for the entire school year; or (2) is known not to return for either the entire first half of the school year or the entire second half of the school year; or (3) where the absent teacher leaves active service during the first half of the school year with at least 50 percent of the teacher duty days in the first half of the school year remaining unserved, and it is known that the absent teacher will not return during the balance of the school year.

B. When the foregoing criteria are met, the District will post an announcement or vacancy for a temporary teacher with a posting time of five (5) days. The vacancy will be filled from available qualified applications within five (5) days of the end of the posting period. Should there be no qualified applicants; the posting period shall be repeated until the position is filled. During that period of time that follows the creation of the vacancy and until the position is filled with a temporary employee, the position may be filled with a day-to-day substitute. ("Qualified" means that an applicant meets all legal requirements for the posted position.)

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

## ARTICLE 19: SALARY SCHEDULE NOTES

19.a. The teachers' basic salary schedule is attached as Appendix C. Retroactive to July 1, 2023 the salary schedule shall be increased by 6.75% on Step 1, 6.5% on Step 2, 6.25% on Step 3, and 6% on all other cells on the schedule

19.b. Unit members who were employed as of June 1, 2024 are eligible to receive the retroactive pay for the 2023-2024 school year.

19.c. Effective July 1, 2023, the increase described in 19.a will remain on the salary schedule on an ongoing basis.

19.d. Effective July 1, 2023 increase the SLP/Nurse salary schedule, the Extra Duty salary schedule, and the rate of pay for hourly teachers (adult education and home and hospital teachers) by 6.0%.

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

19.f Effective July 1, 2025 all salaries increase 2.30%.

19.g. Effective July 1, 2025, year 30 added on to the teachers' basic salary schedule

19. h. Effective July 1, 2026, increase all Certificated Salary Schedules by 2.3% on an ongoing basis.

19.i. Effective July 1, 2026, increase the District Health and Welfare Contribution by $200 per month ($1,100- $1,300)

19.j. Effective July 1, 2026, eliminate Class A column from the SLP/Nurse salary schedule.

19. k. Effective July 1, 2026 ECS, retirees who opt out of Retiree Benefits shall receive a $7,000 stipend annually until age 65.

19.1 Professional Growth.

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

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

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

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

19.2 Placement on the Salary Schedule-Initial

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

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

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

C. Teachers who have previously taught in the Eureka City Schools and are re-employed after service in another school district shall be granted full credit for years taught in the Eureka City Schools plus up to five (5) years of experience in other school districts.

D. Contract teachers who are employed on a part-time basis shall be placed on the Teacher's Basic Salary Schedule on a pro-rata basis.

E. Career and Technical Education (CTE) teachers will be placed on the Teacher's Basic Salary Schedule according to the CTE Teacher Placement Guide outlined in Appendix X.

19.3 Placement on Salary Schedule

A. Teachers employed for less than a full school day shall be responsible for class preparation and a pro-rated share of extra-curricular activities as described in Board policy.

B. FULL TIME

If a teacher is required by Board of Education action to serve in his/her regular assignment for a period in excess of the days of service specified as his/her normal work year, he/she shall be reimbursed for those days at his/her regular daily rate. The daily rate will also be used in determining the amount to deduct from any employee's warrant for each day of unexcused absence or absence in excess of authorized leave. The teacher's daily rate is determined by dividing his/her annual contract by the total number of days in the working year. The working year is defined as the total number of days the teacher is required by the governing board to be present for professional assignments.

C. PART TIME

In determining the salary of part-time teachers, other than those employed irregularly or on a part-time, hourly basis, as needed (i.e., adult education, hourly; or home and hospital instruction, hourly; G.A.T.E. teachers, hourly.), the following salary proration's shall be used:

1. Secondary (7-12)
   A ratio that the total number of teaching periods or hours taught bears to the total number of teaching periods or hours taught by full-time teachers.

2. Elementary (K-6)
   A ratio that the total number of teaching hours taught bears to the total number of teaching hours taught by full-time teachers in the applicable grade level.

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

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

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

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

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

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

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

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

2/3 x quarter unit = semester unit.

19.4 Work Year

A. Librarians/Library Resource Teachers serving grades 6-12 shall report for duty one (1) week before other teachers are required to report for duty and remain one (1) week following the closing of school and are allowed all legal and local holidays between the first day teachers are required for duty in the fall and the last duty day in the spring.

B. National Naval Defense Cadet Corps (NNDCC) or Navy Junior Reserve Officer Training Corps (NJROTC) instructors will work the regular teacher school year, plus any time necessary of the supervision and management of the NNDCC/ NJROTC Program, including field trips and summer cruises; however, they will be granted at least thirty (30) days leave period during the summer recess.

NNDCC/NJROTC instructors shall receive a $2,572 yearly stipend, paid monthly. At no time may the salary of an NNDCC/NJROTC instructor exceed the highest salary on the certificated teacher's salary schedule.
Salary increases and adjustments granted to teachers of the Eureka City Schools in no way effect the salaries of NNDCC/NJROTC instructors.

19.5 Method of Salary Payment

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

19.6 Off-Schedule Bonus for Hard to Fill Positions

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

B. The person receiving the bonus and the District shall enter into an agreement with the terms specified including amount of bonus, number of years of satisfactory service before loan is forgiven and other terms. The number of years of satisfactory service required for full forgiveness of the loan shall not exceed three (3) years.

## ARTICLE 20: SAVINGS PROVISION

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

## ARTICLE 21: SCHOOL CALENDAR

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

Each "day" will total 7 hours and 15 minutes with appropriate lunch and breaks. Each teacher will be required to sign in and out of each session. Part-time teachers shall work the full day at the full per-diem rate. Leave provisions of this contract shall apply except that it is agreed by the parties that leave provisions shall be limited to serious situations such as personal illness of a staff member, the illness of an immediate family member which requires the presence of the teacher, accident involving his or her person, or member of the immediate family, bereavement leave, or jury duty. It is the expectation of the parties to include professional development days as part of future calendar agreements.

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

## ARTICLE 22: SUPPORT OF AGREEMENT

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

## ARTICLE 23: TEACHER HOURS

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

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

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

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

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

Federal law requires at least one general education teacher to attend IEP meetings of a student who is, or may be participating in the regular education environment (IDEA Sec. 300.321). Teachers are required to attend meetings including those that are outside of the regular workday. If a general education teacher is required to attend SST/IEP/504 meetings, empathy interviews, and/or parent conferences after the duty day, the teacher will be compensated at the teacher hourly rate for meeting time beyond the first ten (10) cumulative hours in the school year. Time will be tracked on a Google sheet at each site with separate tabs for each unit member.

23.1.b Part-time hours for secondary:

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

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

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

23.3 Prep time is defined as a protected and designated portion of the school day during which teachers direct their professional work to prepare the student learning environment, and may include planning and designing instruction, analyzing student data, assessing learning, communicating with families, attending teacher/student conferences and teacher/parent conferences, and collaborating with colleagues.

23.4 Elementary classroom teachers (TK-6 grade), prep time is as follows:

A. The period from dismissal time to the end of the work day; and

B. An additional 75 minutes per week during the Instructional day. All attempts will be made to schedule itinerant teachers for two uninterrupted blocks of time for classroom teachers. If a teacher's prep block is interrupted by recess or lunch, it will not happen to the teacher the following year. The itinerant coverage schedules will not be modified during partial weeks.

C. Preparation time as specified above shall be provided through the hiring of additional student contact teachers in Academic/Elective curricular areas as determined by the programmatic needs of the District and/or the talents available in the labor market. Itinerant teachers will be assigned prep period coverage, working with no more than one class at a time.

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

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

E. All training videos, either District or State mandated, District surveys, and Universal Student screenings, are not to be assigned during prep time.

23.5 Secondary classroom teachers prep time is as follows:

A. Regular full-time contract middle school and Eureka High School classroom teachers shall have five (5) teaching periods one (1) preparation period.

B. Zoe Barnum teachers, have six (6) teaching periods and two (2) preparation periods, as is current practice.

C. Effective 2027-28, Eureka High School classroom teachers will teach five (5) periods and be assigned two (2) preparation periods.

D. Secondary classroom teachers may cover other teachers' classes, as has been the past practice.

E. All training videos, either District or State mandated, District surveys, and Universal Student screenings are not to be assigned during prep time.

23.6 Instructional time shall be provided to maintain the SB 813 Expanded Day requirements.

Instructional Minutes:

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

Lunch, recess and break include passing times.

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

23.7 At the discretion of the Administration, and with the agreement of the teacher, a six (6) period teaching day the first semester, and a four (4) period teaching day the second semester, could be utilized. Payment schedules are to be arranged between the teacher and the District.

23.8 At the discretion of the Administration, and with the agreement of the teacher, a teacher may teach six (6) periods in a semester or school year. During the semester the teacher teaches six (6) periods, payment will be based on a 1.165 formula. If the affected teacher resumes a five (5) period teaching day the following semester or year, payment would revert to the 1.0 formula on a teacher's placement on the salary schedule.

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

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

A. Collaboration shall be every week of the instructional year. When a collaboration day is a non-instructional day, such as a holiday or break, that day will not cound in the rotation. Depending on the school site's bell schedule, the weekly collaboration day will be selected. For sites with the same schedule each day, the collaboration day will be the same for all sites. For sites on modified block schedules, the collaboration day will be on one of the block days.

B. Collaboration allows staff to utilize collective inquiry to solve a common problem or explore options utilizing a collaborative cycle to focus on improvement, utilizing data to make decisions, reflection on professional practice, and commitment to continuous improvement. The purpose of collaboration time includes but is not limited to: carrying out the goals outlined in the District's Local Control and Accountability Plan; examining student assessment systems and data; grade level, department/subject matter, and site-wide meetings; discussion of intervention/modification/differentiation possibilities; and implementation of District and site initiatives.

C. Each school site's School Leadership Team (SLT), as defined in Article 11 and Appendix M shall collaboratively determine the structure for site-based collaboration in a manner that best meets the unique needs of the school community.
The SLT shall annually develop recommendations regarding collaboration structures. Any proposed changes for the following school year shall be presented to site unit members for a vote facilitated by ETA via Google forms, no later than May 1st.

D. Weekly collaboration shall be 60 minutes in length.

E. For 2026-2027, all sites except Winship and Zoe will use Option 1: Each week, the organization of the collaboration time will alternate: one will be administratively planned, and the next will be planned by teachers utilizing a common site-based sign-up sheet. Prior to the start of the work year, the site administrator will inform staff of the dates of the administratively planned and teacher-planned collaboration days. As scheduled, teachers will provide information on Friday prior to teacher collaboration, and principals will provide an outline by Friday, prior to administratively planned collaboration meetings. A Google Doc will be created for each site. See Appendix L.

F. For 2026-27, Winship Middle School will use Option 2: The Professional Learning Community (PLC) is a structured approach where educators collaborate to enhance student achievement through systematic analysis and shared practices. The PLC framework is a method for improving student outcomes and a vital platform for professional development and school transformation.

PLC Leadership Team Composition and Responsibilities (see Appendix L.)

23.10 Advisory Period at the Secondary Level
Advisory is a regularly scheduled time within the school day when a teacher meets with a group of students to build relationships, foster a sense of belonging, and facilitate targeted guidance and may include progress monitoring, goal-setting, and college/career exploration.

Middle School Advisory will continue as is currently being practiced in 2025-26.

Eureka High School's participation in **weekly** advisory shall be included within the teacher's regular duty day. During the advisory period, teachers will not be required to issue a grade. A site-based committee of three (3) admin and three (3) ETA-selected members will be formed to determine the content of the Advisory period. The committee will begin meeting by October 1, 2026.

23.11 Flex Period at the Secondary Level
Flex period is a regularly scheduled period within the school day that provides students with structured choice and flexibility to engage in targeted academic support, enrichment opportunities, or self-directed learning.

Secondary level participation in Flex Period shall be included within the teacher's regular day. A site-based committee of three (3) admin and three (3) ETA-selected members will be formed to determine the content of the Flex Period. This committee will begin meeting by October 1, 2026.

## ARTICLE 24: TEACHER SAFETY

24.1 The District shall provide safe working conditions.

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

24.3 Teachers shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety or well-being, should an official of a Public Health and Safety Office or a public agency of competent jurisdiction indicate that a potential problem exists.

24.4 It is the responsibility of the teacher to call any such conditions to the attention of their immediate supervisor. Such notice will be in writing and a copy will be provided to the Association. The District will provide the teacher with a response within ten (10) days of receipt. A copy of the District's response will be sent to the Association.

24.5 A. Teachers who are assigned students with disabilities shall be informed in advance of those needs and provided appropriate training to handle such needs.

B. The District will neither request nor assign classroom teachers to health and/or medically

related duties for which they are not credentialed or licensed. Nothing in this section will prevent classrooms teachers from voluntarily assisting students with health and medical procedures with which the teacher is familiar.

24.6 Any teacher who is asked to receive or who is assigned a student with known behavior problems or known violence-related behavior; or whose parent(s) or guardian(s) are known to have shown similar actions, shall be immediately informed of the facts known to the District.

24.7 Any suspensions throughout the year will be communicated to the unit members who work with the students within two (2) duty days.

24.8 Teachers have the right to suspend pupils for causes as permitted by the Education Code 48910 for the day of and the following day for each infraction. The unit member shall immediately report the suspension to the site administrator/designee and send the student to the site administrator/designee for appropriate action. The site administrator/designee shall make the determination as to whether the student will remain on-site or have the parent/guardian remove the student from the school site for an out-of-school suspension.

As soon as possible following the suspension from class, the unit member shall make best efforts to invite the student's parent/guardian to attend a family/unit member conference regarding the suspension as required by law. Under no circumstances shall the suspended student be placed into any other unit member's workspace for the duration of the suspension by the teacher. Annually, unit members shall be informed of the right to suspend and the site placement protocol for students that have received a suspension by teacher.

24.9 In the interest of teacher safety, the District will make provisions for communication systems in all newly constructed facilities. Communication systems for existing schools will be requested on the basis of one school each year if the parties mutually agree that funds are available.

24.10 (A) If a unit member is assaulted, battered, verbally or physically threatened by a student, parent/guardian or relative of a student in connection with their employment, the unit member shall report the incident in full detail to their immediate supervisor on the day of the incident. Such notification shall be immediately forwarded to the Superintendent, or his/her designee. The unit member may first report the incident to appropriate law enforcement at their discretion with safety being the primary concern. If law enforcement authorities are not contacted by the unit member, the District has the responsibility to submit a report of the incident (as required by law) to appropriate law enforcement as soon as practicable. The site administrator/District shall communicate to the unit member any steps taken to address the behavior(s) before there is any contact between the involved parties.

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

24.11 If a unit member has a safety concern about a student returning to class after the student is subject to discipline, the unit member must notify the site administrator and there shall be a joint conference between the Superintendent's designee and the unit member, before the student returns to class. The results of this conference will include establishing or modifying a written plan to address the behavior of the student.

24.12 If Police presence is summoned to a school site for a safety concern, administration will provide notice to all unit members at the site as soon as practicable.

24.13 If a site administrator and CARE Specialist (Admin Designee) are going to both be off campus, an all-staff email will be sent detailing who the admin designee is prior to both leaving campus.

## ARTICLE 25: TEACHER TRAVEL

25.1.a Teachers authorized, as a part of their regular teaching assignment, to travel in their vehicles from one district work site to another, shall be reimbursed. Reimbursement shall be based upon monthly reports of mileage traveled at the rate recognized by the Internal Revenue Service for tax purposes. Changes in said rate shall begin January 1 of the calendar year following the Internal Revenue Service change.

25.1.b Every effort shall be made to avoid split assignments for secondary (Middle School/High School) teachers that require teacher travel between two secondary sites. A split assignment is defined as teaching at least one period at two different sites. When a secondary teacher has a split assignment, they will be compensated for travel at $1000 per semester in lieu of monthly mileage claim.

## ARTICLE 26: TRANSFERS AND ASSIGNMENT

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

26.1 Teacher Request for Transfer

A. Notification of a teacher vacancy shall be posted via an all user email. The specific qualifications and characteristics of the opening shall be listed in the posted notification.

B. A teacher may submit a transfer request letter that includes the desired grade level, site, reasons for the transfer, and the teacher's qualifications to the District Personnel Office. Requests remain valid until the tenth (10th) day following the opening of school.

C. All teachers in the District who apply for a unit member opening shall receive an interview. The site supervisor shall be available to consult on the qualifications and characteristics desired.

C. Voluntary transfers shall be based on the applicant's qualifications. If two District teachers are fairly equal in qualifications, seniority will be the deciding factor.

D. Vacancies will be filled by District volunteers unless such placement would be disruptive to the educational program of the affected schools.

F. Whenever a teacher's request for transfer is denied, the Superintendent or designee shall, upon written request, give such teacher a clear written explanation of the actual and specific reason(s) for such denial.

26.2 Teacher-Initiated Transfer based on over/under staffing

A. Following the assessment of the District's educationally related needs and staffing patterns, the District shall determine that a teacher vacancy exists. Notification of the vacancy shall be via an all certificated user email. The notification shall be as specific as possible, including the anticipated subject area(s) (secondary) or anticipated grade level(s) (elementary) and whether traditional or year-around calendar.

If at the time of posting, a school or schools in the District is/are determined in the judgment of the Superintendent or his designee to be overstaffed, such notice will identify the overstaffed school(s) and will state that volunteers from the overstaffed school(s) will receive first consideration.

B. A teacher may submit a transfer request letter that includes the desired grade level, site, reasons for the transfer, and the teacher's qualifications to the District Personnel Office. Requests remain valid until the tenth (10th) day following the opening of school.

C. Voluntary transfers shall be based on the applicant's qualifications.

D. Vacancies will be filled by volunteers unless such placement would be disruptive to the educational program of the affected schools.

E. Whenever a teacher's request for transfer is denied, the Superintendent or designee shall, upon written request, give such teacher a written statement of the reason(s) for such denial.

F. If no qualified teacher(s) voluntarily applies for transfer, the District shall actively seek volunteers. If a qualified volunteer(s) is/are not found, the Superintendent or designee shall implement section 26.3 below.

26.3 Involuntary Transfer of Teachers based on over/under staffing

A. The Superintendent or designee shall determine which school(s)/programs is/are over or under staffed, if it is not already listed on the vacancy notice. The preliminary determination of under/over staffing will be made by May 31.

1. In making involuntary transfers, all teachers at the over or under staffed schools/programs (e.g. Center for Independent Study, Home & Hospital-) with the following qualifications for the vacancies will be placed in an eligibility pool:

    a. Appropriate credential

    b. Education/Training/Experience

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

    Elementary vacancy: Recent primary or intermediate grade level experience. NOTE: if the vacancy is a 3/4 combination, any teacher with present/recent teaching experience in grades 2-5, inclusive, shall be considered in the pool.

    c. Any other specialized qualifications required by the vacancy notice.

2. From this list of qualified teachers, the teacher with the least district-wide seniority will be transferred to the vacant position unless the Superintendent or designee determines that the transfer of that teacher would be unduly disruptive to the educational program of the over or under staffed school. In such event, the next least senior will be transferred.

3. Seniority shall be determined as required by the Education Code for layoffs.
4. The Superintendent or designee shall meet with the teacher to be involuntarily transferred to explain the reason for the transfer. For involuntary transfers to take place in the subsequent school year, notice shall be given as soon as possible to the teacher potentially to be transferred, for transfers related to the over or under staffing determination.

5. Upon request, the reasons for transfer decisions shall be supplied to the teacher, in writing, within three (3) days.

6. Teachers transferred after the last day of school but before five (5) weekdays prior to the first duty day shall be given two (2) days of release time or two (2) days of pay at their per diem rate (for preparation during non-duty time) to prepare.

7. Teachers transferred after 5 weekdays before the first duty day of the school year shall be given four (4) days of release time or four (4) days of pay at their per diem rate (for preparation during non-duty time) to prepare.

8. Teachers to be involuntarily transferred shall have the right to request a transfer for any other opening for which they are qualified.

9. An involuntarily initiated transfer of a teacher shall not result in a reduction of the teacher's regular salary, seniority or any fringe benefits.

10. For implementation of a vacancy pool for the elementary level, every 3/4 grade combination teacher shall declare, in writing, to the District, whether or not they consider themselves a primary or intermediate grade level teacher. Such designation is to remain in effect for the term of the contract.

B. If under or over staffing occurs at a school site after May 31 the Superintendent or designee shall meet with the ETA President or designee to demonstrate the District's need to involuntarily transfer the impacted unit member(s) and discuss any potential alternatives.

C. The unit member will be given first consideration to return to any vacancy in the original or substantially similar assignment during the school year of the transfer and the following school year, upon written request by February 1st, except where the District would be unable to fill the resulting vacancy. Denial of such a request shall be accompanied by a clear explanation of the actual and specific reasons for the decision.

26.4 District Initiated Involuntary Transfers

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

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

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

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

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

26.5 Assignment

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

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

B. Involuntarily initiated assignment which results in movement of a teacher into a new subject area within the same school shall be conditional upon the following:

1. Teachers with general Secondary Credentials shall teach within their major or minor areas, or areas of previous teaching experience, or areas in which the teacher has, since district employment, obtained unit credit which has been used for salary advancement, unless the teacher agrees to teach outside those areas. Career Education may be assigned to any holder of General Secondary credential. Teacher would have to meet HQT/NCLB requirements as well as California Commission on Teacher Credentialing (CCTC) assignment credential requirements.
2. Teachers who are assigned to teach subjects in which they have had no recent experience shall be notified of that assignment as soon as reasonably possible to allow for preparation.

C. Teachers shall be informed of their preliminary schedule—grade level for elementary/self -contained and classes for secondary by June of the previous school year and by December for the spring semester classes. If changes must be made, the teacher will be informed of what circumstance required the change.

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

## ARTICLE 27: PEER ASSISTANCE AND REVIEW PROGRAM

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

## ARTICLE 28: SPECIALIZED INSTRUCTIONAL SERVICES

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

HOURLY RATE

| | 7/01/23 |
|---|---|
| 25 or more students | $ 38.81 |
| 22-24 students | $ 34.12 |
| 18-21 students | $ 26.49 |

28.2 Adult Education

A. Adult Education teachers who teach thirty (30) hours per week or more are considered full time.

B. Permanency as an Adult Education teacher shall be attained only to those unit members who work more than 18 hours per week (more than 60% of 30 hours).

C. In order to achieve permanency as an Adult Education teacher, a unit member must serve 75% of the regular school year (instructional days) and more than 60% of the hours of a full time assignment for two (2) consecutive years. Sixty percent (60%) or less is considered temporary.

D. Permanency shall be attained only for the average number of hours per week which unit members serve during their two (s) consecutive probationary years.

E. Steps on the salary schedule are based on years of teaching with an appropriate credential.

F. Adult Education teachers are expected to outreach in the community and take an active part in attracting students to the program. The target is 25 or more students per class.

G. Contracted adult school teachers shall have no more than thirty (30) hours of student contact per week. (moved from Article 25.7)

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

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

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

HOURLY RATE

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

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

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

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

process outlined in the above paragraph, this language will sunset effective June 30, 2025.

D. Home and Hospital teachers shall have two (2) hours of paid time for preparation and teacher consultation to initiate each new student assignment.

E. When students miss scheduled Home and Hospital teacher visits, the teacher shall return to his/her home base to perform appropriate alternative activities and shall be paid for the scheduled time.

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

28.6 Effective July 1, 2024 hourly Adult Education Teachers and Home and Hospital Teachers shall be paid according to the following schedule:

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

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

28.7 Teacher Hourly Rate – As of July 1, 2024, the teacher hourly rate (including summer school) shall be $40.00 per hour.

28.8 Teachers on Special Assignment as Instructional Coaches (IC) and CARE Specialists

a. In accordance with the job description for this position, individual unit members assigned as an IC or CARE Specialist will work with other unit members for the purpose of providing information and assistance on curriculum, model lessons, academic and instructional support and professional development either on an individual or group basis.

b. An IC or CARE Specialist shall have no authority over, direct, or evaluate other unit members.

c. An IC or CARE Specialist will not provide evaluative feedback to administration or any third party regarding the work of a unit member with whom the IC is working as a coach.

d. The IC or CARE Specialist will provide written and/or verbal feedback to the unit member regarding the coaching cycle and mutually agreed upon goals between the coach and teacher. The coaching cycle will not exceed six (6) weeks.

e. If a unit member is not satisfied with a coaching cycle, the unit member will have a meeting with the Instructional Coach and site administrator to determine if a solution is possible. **If there is not agreement between the unit member and administrator,** the coaching cycle may be paused or canceled. The team will agree on a start date for renewing the cycle.

f. An IC will not perform administrative functions as part of their IC assignment, except when designated Administrator on Duty (Admin Designee) during times the site Principal is not on campus. When the Principal is away from the site for less than a full day, the CARE Specialist may be asked to serve as the Admin Designee. Normally, when the Principal is away for a full day, the District will first attempt to fill the need for a site administrator by hiring someone from the Administrative Substitute list. However, if a substitute is not available, the CARE Specialist may be called upon to fill the role of Admin. Designee. In recognition of this extra responsibility, each CARE Specialist will receive $1,500 per year in the form of a stipend to be paid with June 2024 paycheck.

g. The CARE Specialist will support the designated school site with additional duties, not limited to SST's, progress monitoring, CAASSP coordination, and GATE Identification.

h. An IC will not perform administrative functions as part of their IC assignment, except when designated Administrator on Duty (Admin Designee) during times the site Principal is not on campus.

**This reflects the full agreement of the parties and closes negotiations for 2026-2027.**
The foregoing is agreed to by the Association and the Eureka City Schools Board of Education.

ETA/CTA/NEA

Martha S Mack — 10/14/26

ETA Bargaining Chair — Date

Eureka City Schools

Kristi Pusz — 10/13/26

Director of Personnel Services — Date

Ratified by the Board on September 10, 2026