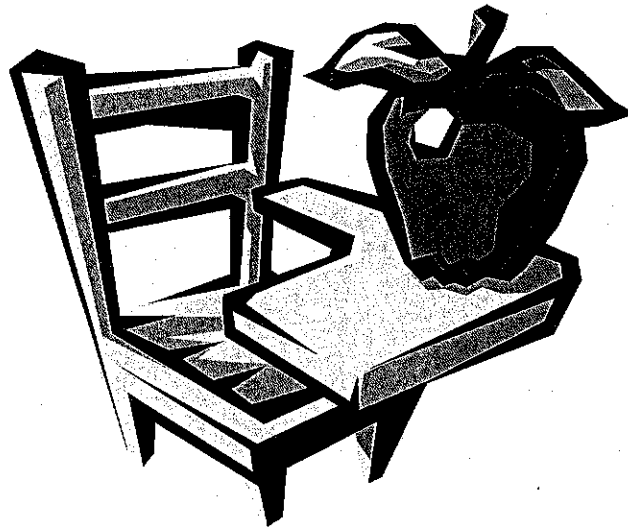


CORNING ELEMENTARY TEACHERS ASSOCIATION



7/1/2023 – 6/30/2026 Contract

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PREAMBLE

THIS AGREEMENT is made and entered into, between the **CORNING UNION ELEMENTARY SCHOOL DISTRICT** (hereinafter referred to as "District") and the **CORNING ELEMENTARY TEACHERS ASSOCIATION** (hereafter referred to as "Association"), an affiliate of the California Teachers Association ("CTA") and the National Education Association ("NEA").

ARTICLE 1: RECOGNITION

The Board recognizes the Association as the exclusive representative of the certificated bargaining unit consisting of all certificated employees in the District including temporary employees, but excluding substitute employees, management, supervisory and confidential employees as defined by the E.E.R.A. (Govt. Code §§ 3540, et seq.).

ARTICLE 2: ASSOCIATION RIGHTS

- 2.1 The Representatives of the Association shall have the right to make use of school buildings and facilities at reasonable hours for the purpose of conducting Association business.
- 2.2 The Association shall have the right to post notice of activities and matters of Association concerns on District Bulletin Boards, at least one which will be located in each school building in areas frequented by teachers. The Association may use the District Mail Service and teacher mailboxes for communications to teachers.
- 2.3 Authorized representatives of the Association shall be permitted to transact official Association business on school property during non-teaching and non-duty time, so long as the activity does not interfere with the educational process.
- 2.4 Names, addresses and phone numbers of those District teachers who do not object, will be provided at no cost to the Association at a reasonable time after the beginning of school.
- 2.5 The Association President shall have an allocation of no more than twelve (12) days of leave with pay and benefits each school year for the purpose of conducting Association business or attending local, state or national workshops. The President may use the days, or delegate any portion of them to another unit member(s), subject to the following conditions:
 - 2.5.1 A unit member taking leave under this section shall provide at least five (5) school days' advance notice in writing to his/her supervisor. Leave shall be taken in at least one-half day increments. The notice shall specify the length of the leave. Leave under this section shall not be taken on days when special events or duties require the presence of this unit member. The usual procedures for obtaining a substitute shall be utilized.
 - 2.5.2 The Association shall reimburse the District for the cost of any substitute employees actually hired to replace persons utilizing this leave, at the usual District substitute teacher pay rate.
- 2.6 The District shall furnish the Association with requested public information and materials relative to negotiations for the duration of the contract.
- 2.7 There shall be created by each building site a committee of three (3) unit members appointed by the Association President. The building principal shall meet upon request of the site committee at mutually agreeable times for the purpose of discussing and resolving building site problems.

The Superintendent and, at the Superintendent's discretion, at least one other District representative, shall meet monthly, at a mutually agreeable time, with the Association President and at least one other Association member appointed by the CETA Executive Board for the purpose of discussing and attempting to resolve problems and practices which affect the Association.

2.8 Negotiations Ground Rules:

Up to six (6) unit members from the Association shall be provided necessary release time to attend negotiations sessions, mediation and fact-finding held during the work day. The size of the Association team may be increased by mutual agreement with the District if additional schools are built or other justification is provided. Either the Association or the District may have outside representatives for these activities.

ARTICLE 3: DISTRICT RIGHTS

- 3.1 It is agreed that the District retains all of its powers and authority to direct, manage, and control the education program to the full extent of the law except as limited by the terms of this Agreement.
- 3.2 Included in, but not limited to, those duties and powers is the right to:
- a. Determine its organization;
 - b. Supervise the work of its employees;
 - c. Determine the times and hours of operation of the District;
 - d. Determine the kinds and levels of services to be provided and methods of providing them;
 - e. Establish District-wide educational policies, goals, and objectives;
 - f. Insure the rights and educational opportunities of students;
 - g. Determine staffing patterns;
 - h. Determine the number and kinds of personnel required;
 - i. Maintain the efficiency of District operations;
 - j. Build, move or modify facilities;
 - k. Establish budget procedures and determine budgetary allocation;
 - l. Determine the methods of raising revenue;
 - m. Contract out work to be done or services to be rendered;
 - n. Take action on any matter in the event of an emergency;
 - o. The right is retained (except as modified by this Agreement) to:
 - (1) Hire
 - (2) Classify
 - (3) Assign or reassign
 - (4) Evaluate
 - (5) Promote

- (6) Terminate
- (7) Discipline employees

p. Subject to the right of consultation with the Association:

- (1) Define specific educational objectives
- (2) Determine content of courses and curriculum
- (3) Select textbooks

3.3 The exercise of the District of the rights described in this Article shall not be subject to the grievance procedure, except when the exercise of such rights conflicts with the terms of the Agreement.

ARTICLE 4: HOURS OF EMPLOYMENT

- 4.1 Although it is recognized that the actual work day for unit members, including work performed both on and off site, will vary from day to day, the normal work day shall be considered to be seven and one-half (7-1/2) hours, including one-half (1/2) hour duty-free lunch period.
- 4.2 Regular full-time classroom teachers shall be on site at least fifteen (15) minutes before the beginning of the student day. When a teacher is assigned morning yard duty, he/she shall be in place for the assignment at the assigned time which shall not be more than thirty (30) minutes prior to the beginning of the student day.
- 4.3 Unit members shall not be required to remain on duty for more than seven and one-half (7 1/2) hours except to perform duties described in paragraphs 5, 8, and 9 below. Upon notification to the building principal, a unit member may leave before seven and one-half (7 1/2) hours, provided that the unit member's responsibilities, which by their nature must be performed on site, have been fulfilled for the day. Such responsibilities include, but are not limited to:

1. Assisting students before and after class;
2. Preparing lesson plans;
3. Selecting materials for instruction;
4. Evaluating the work of pupils;
5. Conferring with pupils, parents, community members, staff and administrators;
6. Keeping records;
7. Supervising pupils;
8. Participating in and supervising Open House and Back to School night;
9. Attending District, faculty, staff department, and grade level meetings;
10. Assuming responsibility for District property, equipment, materials, supplies, and facilities.

It is recognized and understood that not all of the foregoing responsibilities need to be performed each workday. It is also understood that some of the listed responsibilities need not be performed on the school site.

- 4.4 "The length of the student instructional day for sixth, seventh or eighth grade teachers assigned to an elementary school shall be the same as for grade K-5 teachers."
- 4.5 [blank]

- 4.6 [blank]
- 4.7 Preparation Period: Classroom teachers at a comprehensive intermediate school providing instruction in the sixth, seventh and eighth grades, except community day school teachers, shall be provided a preparation period, equivalent in length to a regular class period, for purposes of instructional preparation, individual meetings with site administrators, and, if necessary, parent conferences, and for other uses agreed to in writing by the site administrator. "This section shall not apply to teachers assigned to grades 6-8 at a K-6 or K-8 elementary school."
- 4.8 For those grades afforded preparation periods, teachers may be requested to work three (3) preparation periods in another assignment without additional compensation. Beginning with the fourth (4th) preparation period in another assignment, unit members will then receive the hourly rate. A teacher shall not be employed more than five (5) consecutive days in another assignment during his/her preparation period.
- 4.9 Teachers need not be in the classroom when music or art instruction is being provided by another credentialed teacher.
- 4.10 The on-site requirements for part-time unit members shall be in proportion to that for full-time members.
- 4.11 [blank]
- 4.12 Once a classroom has fifteen (15) Individual Education Program (IEP) Special Day Class (SDC) students, the SDC teacher and site administrator will meet to determine if a four hour certificated individual should be hired as a part time Small Group Instructor (SGI) to take the load off of the SDC teacher. If they determine that this hiring is needed, they would then confer with the District Superintendent.
- 4.13 Each school year the District will schedule thirty-two (32) minimum student attendance days on Mondays per the adopted calendar for professional development including collaboration sessions. Each approximately one hundred fifty (150) minute staff development session to begin ninety (90) minutes before the end of the regular student day and ending one (1) hour after the regular student day. Student instruction will start ten (10) minutes earlier on minimum days. Instructional minutes to increase thirteen (13) minutes on all other teaching days. The program will commence for the 2009-2010 school year.

ARTICLE 5: LEAVES

5.1 Leaves – Generally.

- 5.1.1 A unit member on a paid leave of absence shall continue to receive wages, health and welfare benefits, salary schedule advancement credit and retirement credit in the same amounts as if he/she were not on leave.
- 5.1.2 A unit member shall not accrue credit for time worked while on an unpaid leave of absence for purposes of completion of a year of service except for unpaid leave under the Family Care and Medical Leave Act.
- 5.1.3 Except for persons on Family Care and Medical Leave pursuant to Section 5.1.2, a unit member who is granted an unpaid leave of absence during any calendar month shall receive health and welfare benefits for the balance of that calendar month. Thereafter, the unit member shall be allowed to continue benefits at his/her own expense.
- 5.1.4 A unit member returning from leave of absence within the same school year shall be entitled to return to the former assignment unless the timing would substantially disrupt the classroom. Thereafter, the unit member shall be entitled to an assignment for which he/she is credentialed and experienced. Reasonable consideration will be given to returning the unit member to a position of choice.
- 5.1.5 Within this Article, “day” or “duty day” means a day on which the affected unit member is normally scheduled to work.
- 5.1.6 Within this Article, a “registered domestic partner” shall be covered wherever the word “spouse” is used. A registered domestic partner is defined by Division 2.5 of the California Family Code (currently sections 297-299.6).
- 5.1.7 Paid Leave Incentive Program. Each certificated unit member who takes one (1) day or less of leave during a school year shall receive a bonus as follows:

0 days leave: \$750.00 or two days of pay at his/her daily rate
(whichever is greater)

1 day or a portion of 1 day: One day of pay at his/her daily rate

Leave includes: sick leave, industrial accident leave, bereavement leave, personal necessity leave, pregnancy disability leave personal business leave and unpaid leave. It does not include jury duty, military leave or authorized release days. Amounts shall be pro-rated for part-timers. Payment shall be made with the first paycheck of the subsequent school year.

5.2 Sick Leave.

- 5.2.1 A unit member employed on a full time basis shall be entitled to accumulate ten (10) days per school year of sick leave. The leave shall be available to the unit member from the first work day of each year. Sick leave may be used by the unit member for personal illness, injury, medical or dental appointment or quarantine. Sick leave which is not used shall accumulate from year-to-year without limit.
- 5.2.2 A unit member who works less than full-time shall be entitled to accumulate and use sick leave at a rate that is in the same proportion to the full-time entitlement as his/her part time employment bears to full time employment.
- 5.2.3 The minimum sick leave reported is one (1) hour. Additional sick leave shall be taken in fifteen (15) minute increments. To calculate sick leave taken in hour or quarter-hour increments, the end of the work day shall be fifteen (15) minutes after the end of the student day for each unit member.
- 5.2.4 A unit member shall notify the principal or designee (e.g., substitute phone line) in advance regarding all sick leave absences. Notice shall be provided as soon as possible, but no later than one (1) work day in advance prior to any known sick leave absence. Notice of an unexpected sick leave absence shall be provided no later than two (2) hours prior to the start of the work day except in the case of an emergency. Additional notice shall be provided for each day of continuing sick leave absence except by advance agreement with the principal.
- 5.2.5 The District may require, as a condition of payment of sick leave benefits, written verification by a medical doctor or practitioner of those who follow a recognized faith which depends upon prayer for healing for any absence in which illness is claimed. A unit member shall provide such verification following any absence due to illness which exceeds four (4) consecutive work days.
- 5.2.6 In addition to all sick leave entitlement a unit member may accumulate within the District, she/he shall also be entitled to all unused sick leave which may have been accumulated while employed in a position requiring certification qualifications in another California public school district.
- 5.2.7 The District shall provide each unit member with an accounting of the number of hours of sick leave she/he has accumulated, plus the number of hours to which the unit member is entitled for the current school year. The District shall provide an accounting of such days to unit members by November 1 of each school year.
- 5.2.8 Extended Sick Leave
- 5.2.8.1 Upon exhaustion of all accumulated sick leave, a unit member who is absent because of illness or accident shall receive, for a period of up to five (5) school months, the difference between her/his pay and the amount actually paid to a substitute, or, if no substitute has been employed, the amount that would have been paid a substitute. At the end of the five (5) school month period, if the unit member is still unable to return to work, the unit member shall be placed on a twenty-four (24) month

reemployment list if a probationary employee, or a thirty-nine (39) month reemployment list if a permanent employee [Education Code section 44977]. The leave available under this section shall be subject to the following conditions:

- 5.2.8.2 The unit member's absence due to illness or accident must be consecutive with the exhaustion of all accumulated leave; and
- 5.2.8.3 A unit member shall only be entitled to one five (5) school month period each school year; and
- 5.2.8.4 A unit member shall be entitled to not more than one five (5) school month period for the same illness or accident as determined by the doctor. The unit member may take the balance of the five (5) school month period for the same illness or accident in a subsequent school year. A unit member returning from an extended sick leave or industrial injury leave may be required to submit to an independent medical examination by a physician selected by the District to evaluate his/her capacity to perform the work of his/her assigned position. This requirement shall apply whenever the District provides written notice of its belief that the unit member may not be able to perform his/her normal work duties due to illness or injury. The District shall bear all expenses of the exam. The unit member may also supply his/her own medical evaluations to the District for consideration.
- 5.2.8.5 Fitness for Duty. A unit member returning from an extended sick leave or industrial injury leave may be required to undergo an independent medical exam under the following circumstances:

(1) Where the unit member provides a doctor's release to return to work immediately following notice from the District that all paid leaves have been/will be exhausted under circumstances where the unit member had previously indicated he/she was not able to return immediately; or

(2) Where the unit member's doctor does not provide a clear explanation of duty restrictions following a reasonable effort by the District to seek clarification (the District will keep the unit member informed of communication with the doctor).

CETA and the District will mutually agree on an independent physician to conduct the exam. The District shall bear all expenses of the exam, if not covered by insurance. The unit member may also supply his/her own medical evaluations to be considered. This section does not limit normal Workers' Compensation procedures.

"Extended leave" is defined as 30 work days or more (consecutive or non-consecutive). "Industrial injury leave" is a paid leave resulting from a work-related illness or injury.

[Sections 5.3 to 5.3.9 - Catastrophic Leave Bank deleted]

5.3 Personal Necessity Leave

- 5.3.1 A unit member of the District may use up to a maximum of ten (10) days of sick leave per year for reasons of personal necessity.
- 5.3.2 unit member shall not be required to secure advance permission for leave taken for the following reasons:
 - 5.3.2.1 Death or serious illness of a member of his/her immediate family.
 - 5.3.2.2 Accident involving the unit member or property of the unit member or property of the unit member's immediate family.
 - 5.3.2.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena.
 - 5.3.2.4 Absence related to the birth of a unit member's child.
- 5.3.3 For all other reasons the unit member shall request leave at least five (5) school days in advance from the unit member's administrative supervisor.
- 5.3.4 Four (4) days of personal necessity leave may be used for personal business. The unit member shall be required to request leave in writing from the principal at least one work day (by early morning of the prior work day) in advance. This leave will be granted providing it does not cause an undue hardship to the District and cannot be used immediately before or after a holiday or three (3) day weekend. An Employee's extenuating circumstances may be discussed with Superintendent or designee in advance of the use of the personal business leave. Any approval use of personal business leave based on extenuating circumstances shall be in the sole discretion of the Superintendent or designee. *[Revised 9/26/19]*

5.4 Bereavement Leave

A unit member is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if travel of a distance greater than three hundred (300) miles one way is required, on account of the death of any member of the unit member's immediate family. The immediate family is defined as:

Employee's: Mother, Father, Step-Mother, Step-Father, Grandmother, Grandfather, Aunt, Uncle, Niece, Nephew, Grandchild, Spouse, Son, Son-in-Law, Daughter, Daughter-in-Law, Brother, Sister, Relative living in household.

Spouse of Employee's: Mother, Father, Step-Mother, Step-Father, Grandmother, Grandfather, Aunt, Uncle, Niece, Nephew, Grandchild, Brother, Sister.

Should special problems of an emergency nature be involved, such as settling an estate or long distance travel, or similar situations requiring absence beyond the bereavement allowance, additional time off may be designated as personal necessity leave up to a maximum of ten (10) days, which shall be deducted from accumulated sick leave.

5.5 Jury Leave

A unit member shall be entitled to paid leave when called to serve on a jury. Reimbursement, except for mileage, for such duty shall be payable to the District.

5.6 Public Office Leave

A unit member who is elected to any public office shall be entitled to an unpaid leave of absence for the length of his/her term or terms in office.

5.6.1 The unit member on such leave shall notify the District of his/her intent to return no later than March 1 preceding the school year of reemployment.

5.7 Leave for Pregnancy Disability

Unit members who are working are entitled to use personal illness and injury leave (Article 5.1) for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.

5.8 Child-Rearing Leave

A unit member shall, upon request, be granted leave of absence without pay or benefits for a period up to an entire school year for the purpose of caring for a newborn or adopted child. The unit member shall have the option of maintaining benefits at his/her own expense.

5.9 Personal Leave Without Pay

A unit member of the District may be granted, upon written request, an unpaid leave of absence for up to two (2) school years to pursue personal endeavors such as, but not limited to, study, exchange teaching, Peace Corps, Vista, or other personal interests. The unit member shall have the option to continue the fringe benefits at his/her own expense.

5.10 Faculty/Student Bereavement Leave

Unit members may be granted release time during the work day for attending funerals of District employees or students in their classrooms, or parents, or siblings of such students. Such release time will not be charged to any leave provided the District does not hire a substitute. If the leave is one-half day or more and the District hires a substitute, the absence will be charged as personal necessity leave.

5.11 Additional Personal Leave

5.11.1 A unit member, subject to the approval of the Superintendent, may be allowed to take additional personal leave over and above other leaves provided by Article 5, "Leaves." However, any days of this personal leave shall be deducted from any accrued sick leave the unit member may have. If no sick leave is accrued, the personal leave may still be granted at the discretion of the Superintendent, pursuant to Section 5.11.3 below.

5.11.2 Personal Leave may be granted in the event of death or serious illness of a member of the unit member's immediate family, an accident involving the unit member or property of the unit member, or involving the unit member's immediate family or property of the unit member's immediate family.

5.11.3 After all earned sick leave is exhausted, additional non-accumulated leave shall be available. The amount deducted for this leave purpose from the unit member's per diem rate of pay shall be the amount actually paid to a substitute paid to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to the substitute.

5.11.4 The unit member must receive advanced permission from the Superintendent prior to taking any personal leave, and the decision to grant or deny the leave request shall be entirely within the discretion of the Superintendent.

5.12 Family Care and Medical Leave Act.

5.12.1 The District shall provide a unit member, upon request, with Family Care and Medical Leave (hereafter Family Care Leave) in accordance with law (Government Code § 12945.2).

5.12.2 Unpaid Leave: Family Care Leave shall be unpaid. Such leave shall run concurrently with any paid leave the unit member may be eligible for (e.g., sick leave, personal necessity leave) except pregnancy disability leave. A unit member who requests unpaid Family Care Leave shall use all paid leave that is relevant to the purpose of the absence (e.g., sick leave, extended illness leave or personal necessity leave) until such leave is exhausted during the otherwise unpaid leave period.

5.12.3 Health Benefits: During Family Care Leave, the District shall maintain and pay for the unit member's health benefit coverage at the same level and under the same conditions as coverage that would have been provided if the unit member had been continuously employed during the leave period. The District may recover the cost

of health benefit coverage if the unit member fails to return after leave for reasons other than continuation, reoccurrence, or onset of a serious health condition, or other circumstances beyond the unit member's control.

- 5.12.4 Eligibility: Any unit member who has been employed for at least twelve (12) months on a full-time basis and who has been in a paid status for at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave is eligible for Family Care Leave.
- 5.12.5 Purposes: Family Care Leave may be used for any of the following purposes: (1) the birth of a child or care of a newborn of a unit member; (2) the adoption or foster care placement of a child with a unit member; (3) leave to care for a unit member's child, parent or spouse who has a serious health condition; or (4) a serious health condition of the unit member that makes the unit member unable to perform the essential functions of her/his position. "Serious health condition" and other eligibility criteria are defined by law.
- 5.12.6 Duration: A maximum of up to twelve (12) weeks' leave may be granted during any consecutive twelve (12) month period preceding and including the period of requested leave. A "rolling" twelve (12) month period shall be used consistent with federal law. The period of leave shall commence with the first day of absence.
- 5.12.7 Procedures: If the event necessitating Family Care Leave is foreseeable, the unit member shall provide at least thirty (30) calendar days' advance notice before leave is to begin. If thirty (30) calendar days' advance notice is not practicable, such as due to a medical emergency, notice shall be given as soon as possible.
- 5.12.8 Medical certification from the health care provider of the individual requiring care shall be provided for any Family Care Leave including personal medical leave. The medical certification need not identify the serious health condition involved but shall contain: (1) the date the condition commenced, if known; (2) the probable duration of the condition; (3) a statement that the condition warrants participation of the unit member to provide care; and (4) an estimate of the time which the unit member needs to provide care. Recertification shall be required if additional leave is requested after expiration of the leave period originally estimated. If the District has reason to doubt the validity of the medical certification provided, the District may require, at its own expense, that the unit member obtain the opinion of a second health care provider selected by the District. If the second opinion differs from the original certification, the District may require the opinion of a third health care provider.
- 5.12.9 Leaves under this section shall be supplemented by provisions of federal law (29 U.S.C. §§ 2601, et seq.) and state law (Government Code §§ 12945.1, et seq.) and implemented consistent with those laws.

ARTICLE 6: TRANSFERS AND FILLING OF VACANCIES

6.1 Definitions:

- 6.1.1 Assignment: The specific position held by a teacher including, site, grade level, subject or department if applicable.
- 6.1.2 Transfer: Any change of assignment between sites.
- 6.1.3 Excess Staff: More teachers assigned at a grade level or department at a school site than needed to staff classes or closing or reorganization of a school(s).
- 6.1.4 Vacancy: After Excess Staff has been placed, a vacancy shall be any certificated position that does not have a unit member assigned to it. This includes any vacated, promotional, or newly created position and any supplemental programs offered by the District.

6.2 Posting Vacancies: The District shall post all vacancies within the bargaining unit, except as follows:

- 6.2.1 After Unit Member Transfer: When a vacancy arises as a result of the transfer of a unit member, the District need not post the position but may, as an alternative to posting, notify all unit members with current transfer requests on file covering the vacant position. Such notification may be by telephone. If a unit member applies for the vacant position, Articles 6.2.4 and 6.4 shall be applicable.
- 6.2.2 Involuntary Transfer: Whenever the District fills a vacant position with an involuntary transfer under section 6.6, no posting is required for the vacant position into which the employee was involuntarily transferred.
- 6.2.3 Summer: During the summer, the District shall send notices of vacancies to unit members with current transfer requests on file. Such notices shall be sent by either email or US mail, as indicated in writing by the unit member, who shall also provide the address. *[Revised 9/26/19]*
- 6.2.4 No Vacancy Posting Late Summer: Any vacancies occurring fifteen (15) District Office working days or less prior to the first unit member duty day shall be filled with an external applicant who shall be temporarily assigned to the position except as follows:
 - 6.2.4.1 The vacancy may be filled with a unit member who has a transfer request on file in the District Office when certification and/or credential needs occur. The association shall be informed and consulted prior to finalization of the assignment.
 - 6.2.4.1.1 The position filled with a voluntary transfer (as per 6.2.3.1) will not be a temporary assignment. The position vacated by

the voluntary transfer will be posted as vacant at the end of the school year.

6.2.4.2 In the event no external candidate or voluntary transfer is properly credentialed and available, the District may involuntarily transfer pursuant to Section 6.6.1.3 a unit member who is properly credentialed for one school year. A unit member involuntarily transferred under this section only shall have the right to return to his/her prior assignment the following year.

6.2.5 No Vacancy Posting During School Year: The District shall hire external candidates to temporarily fill vacant positions which occur during the school year, but will post these as vacant positions at the end of the school year. Specific experience gained from such temporary assignment shall not be considered when determining "best qualified" pursuant to the provisions of Section 6.4 of this Agreement.

6.3 Standing Transfer Request: In January of each year, the District shall notify each unit member of the right to submit a transfer request and be considered for all positions that become vacant for which the unit member is qualified. The transfer request shall specify the site(s), grade level(s) and/or subject(s) in which the unit member is interested. The transfer request shall remain valid for one (1) year and may be renewed. A transfer request may be submitted or changed at any time by the unit member. The unit member shall be responsible for furnishing the District with a telephone number and address at which the unit member may be notified of vacancies arising when school is not in session.

6.4 Criteria for Voluntary Transfer Selection: When two (2) or more unit members apply for the same vacant position, a selection shall be made by the Superintendent or designee based upon one or more of the following criteria: training, experience relating to the specific vacancy, major and minor fields of study, demonstrated abilities or performance qualities relating to the specific vacancy, credential, past evaluations and advanced degrees. When two (2) or more of the competing unit members are considered to be equal on the above listed criteria, the unit member with the greatest District-wide seniority shall be selected for transfer to the vacant position.

6.5 When One Permanent Unit Member Applies for Transfer: In the event a permanent unit member requests a transfer to a vacant position in the bargaining unit and the Superintendent determines that the unit member has the proper experience, credential, competence and compatibility to the job assignment to qualify for the vacant position, the District shall not fill that vacancy with an existing probationary or temporary employee or an external candidate. Upon written request, the Superintendent shall provide a written statement of the reasons for denial to a permanent unit member who has been denied transfer to a vacant position.

6.6 Involuntary Transfers:

The District shall have the discretion to initiate and implement the involuntary transfer of any unit member for any reason deemed by the District at its discretion to be satisfactory, subject to the following limitations:

6.6.1 Reasons. The reason for such transfer must be one or more of the following, as determined by the District, and shall not be arbitrary, capricious, or unreasonable:

6.6.1.1 [blank];

6.6.1.2 Modifications, additions, or deletions of programs and/or specific curriculum needs;

6.6.1.3 A need for a particular credential or specialized skills;

6.6.1.4 Meeting ELL, BCLAD or other legal requirements;

6.6.1.5 Elimination or reduction of categorical or grant funding;

6.6.1.6 As a result of a documented incident(s) of unprofessional conduct, harassment, or sexual harassment.

6.6.2 Limit on Involuntary Transfers:

6.6.2.1 The District may not initiate more than two (2) involuntary transfers (e.g., one pair or two independent transfers) of unit members between schools in any school year except under Section 6.6.1.4 or 6.6.1.5.

6.6.2.2 A principal may not initiate more than two (2) involuntary transfers (e.g., one pair or two independent transfers) of unit members between assignments within a school for the next school year except based upon Section 6.6.1.4 or 6.6.1.5.

6.6.2.3 No unit member will be involuntarily transferred more than one (1) time within a period of three (3) school years.

6.6.3 The procedures for involuntary transfer shall be as follows:

6.6.3.1 The unit member to be transferred and the principal(s) will have a conference regarding this transfer.

6.6.3.2 After the conference between the unit member and the principal, the unit member shall be notified in writing within five (5) working days as to the reasons for the transfer, and given an opportunity to object.

6.6.3.3 Should the unit member object in writing within five (5) working days, a second conference will be held with the Superintendent or designee and the principal to resolve the matter. The CETA shall have the right to have

a representative present at this conference if requested by the unit member.

6.6.3.4 This process is to be completed in time to comply with Section 6.8 of the Agreement.

6.6.4 When an involuntary transfer is proposed to fill a vacant position in lieu of posting for voluntary transfers, the Superintendent, or principal if applicable, shall send a written notice to the CETA President **documenting** the circumstances of the intended transfer. Then the procedures in Section 6.6.3 shall be followed.

6.6.5 No vacancy is required to initiate an involuntary transfer. The District shall initially seek a voluntary transfer with the appropriate credential to switch positions if no vacancy is involved. If no volunteer exists, or the District determines the switch would not be appropriate under the circumstances, the second unit member being involuntarily transferred shall have a priority voluntary transfer right over all other unit members for the first position applied for the following school year that he/she is qualified for. Such right shall expire after the beginning of the next school year if not exercised.

6.7 Excess Staff: The placement of excess staff is not an involuntary transfer. Excess staff shall be placed according to all of the following criteria and procedures:

6.7.1 The teacher with the least District seniority within the affected grade level/department and who has the appropriate credential for a vacancy will be moved.

6.7.2 [blank].

6.7.3 [blank].

6.7.4 Excess staff will be assigned to closest grade level/like assignment available.

6.7.5 A teacher within the affected grade level who volunteers to move will be accepted in lieu of moving the least senior of the affected teachers.

6.7.6 A teacher who is moved shall be eligible to apply for a voluntary transfer to any subsequent vacancy. *[Second paragraph deleted 3/2013.]*

6.8 Notice of Teaching Assignment: Unit members shall be notified in writing on or before May 16, in accordance with each school's master schedule of any change in their assignment for the succeeding school year. Changes to assignments after May 16 shall not be made for arbitrary or capricious reasons. Circumstances which may necessitate changes after May 16 include, but are not limited to, changes in student enrollment at a specific grade or subject, resignations or retirements.

- 6.9 Intern Teachers: The District may hire intern teachers in any instance where highly qualified credentialed teachers have not been successfully recruited. In circumstances where specialized credentials are required (e.g., special education), the District may hire teachers with general teaching credentials who commit to completing an intern program to obtain the required specialized credential if no current unit member is willing to commit to an intern program. *[Revised 10/2017]*

ARTICLE 7: STAFFING RATIO

- 7.1 The District shall maintain a District-wide staffing ratio of twenty-seven and one-half (27-1/2) to one (1) as of November 1st each year. This staffing ratio shall be determined by dividing the total District enrollment (including all students placed in a full day Special Education class) by the number of full- and part-time unit members, excluding Resource Specialist Teachers, Chapter 1 Reading Teachers, Miller/Unruh Reading Teachers, School Psychologists, Librarians, School Nurses, and Music Teachers to the extent that they supplement the services of a regular full- or part-time teacher.
- 7.2 The District agrees that during the first week of November of each succeeding school year, the District shall compute the staffing ratio using the actual enrollment at that time. In the event that the ratio exceeds the ratio established in 7.1 above by 1.0, additional staff shall be added.
- 7.3 If staff is added pursuant to this Article, an equivalent number of unit members may be transferred or assigned to a grade or grades which have the highest ratio or to establish combination classes to alleviate more than one area of overload.

ARTICLE 8: GRIEVANCE PROCEDURE

8.1 Definitions

- 8.1.1 A “grievance” is a formal written allegation by a member of the bargaining unit who has been adversely affected by an alleged violation, misinterpretation or misapplication of the specific provisions of this Agreement.
- 8.1.2 A “grievant” is any member of the Association adversely affected by an alleged violation of the specific provision of the Agreement.
- 8.1.3 A “day” is any day in which the administrative office of the Corning Elementary School District is open for business.
- 8.1.4 The “immediate supervisor” is the lowest level administrator who has been designated to adjust grievances and who has immediate jurisdiction over the grievant.

8.2 General Provisions

- 8.2.1 Every effort will be made by the parties to settle grievances at the lowest possible level.
- 8.2.2 Until final disposition of a grievance, the grievant shall comply with the directions of grievant’s immediate supervisor.
- 8.2.3 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 8.2.4 No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.
- 8.2.5 Failure of the grievant to adhere to the time deadlines shall mean that the grievance is settled. The grievant and the District may extend any time deadline by mutual agreement.
- 8.2.6 Every effort will be made to schedule meetings for the processing of 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 day, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay.
- 8.2.7 Any unit member may at any time present grievances to the District and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement; provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the

proposed resolution and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Association.

8.2.8 Should the District and the Association feel that the issues and facts of two (2) or more grievances are sufficiently alike, by mutual agreement the District and Association, on behalf of the grievants, may consolidate these grievances at Level III or beyond, provided that the rights of the parties are not thereby prejudiced.

8.2.9 If a grievance alleges one of the below listed types of conduct, the grievant may initiate such written grievance at Level III (Superintendent) after having raised a Level I (informal) with the Superintendent or designee in a timely manner. A grievance under this section shall follow the requirements of a Level II formal grievance.

(1) Action or inaction by a District level administrator above the principal or immediate supervisor, or

(2) Action affecting unit members at multiple sites.

8.3 PROCEDURE

Grievances will be processed in accordance with the following procedure:

8.3.1 Level I - Informal Resolution

8.3.1.1 Any unit member who believes he/she has a grievance shall present the grievance orally to the immediate supervisor within ten (10) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The administrator shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one (1) personal conference be held between the aggrieved employee and the immediate supervisor.

8.3.2 Level II - Formal Written Grievance

8.3.2.1 If the grievant is not satisfied with the disposition of the grievance at Level I, the grievant shall present the grievance in writing on the appropriate form to the immediate supervisor and to the Association within ten (10) days after the oral decision by the immediate supervisor. The written information shall include: (a) a description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) a listing of the provisions of this Agreement which are alleged to have been violated; (c) a listing of the reasons why the immediate supervisor's proposed resolution of the

problem is unacceptable; and (d) a listing of specific actions requested by the District which will remedy the grievance.

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

8.3.2.3 Within the above time limits either party may request a personal conference.

8.3.3 Level III - Appeal to Superintendent

8.3.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may within ten (10) days of the receipt of the decision at Level II appeal the decision on the appropriate form to the Superintendent. The grievant shall also provide the association with a copy of the appeal. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

8.3.3.2 The Superintendent shall communicate the decision, and the reasons for the decision, to the grievant and to Association within ten (10) days. If the Superintendent does not respond within the time limits provided, the grievant may appeal to the next level.

8.3.3.3 Within the above time limits either party may request a personal conference.

8.3.4 Level IV - Mediation

If the grievant is not satisfied with the decision at Level III, the grievant may request that the District seek a mediator from the California State Mediation/Conciliation Service ("CSMCS") to assist the parties in resolving the grievance.

8.3.4.1 The appointed mediator shall meet with the parties as soon as possible. If a settlement is reached, the settlement shall be reduced to writing. The settlement shall not establish any precedent unless mutually agreed to by the parties to the grievance and CETA.

8.3.4.2 If the grievance has not been settled after two mediation sessions, or if the mediator closes the case after one session, the grievant may initiate Level V of the grievance procedure.

8.3.5 Level V - Binding Arbitration

- 8.3.5.1 Within ten (10) days after the mediation process is complete, the grievant may within ten (10) days of the receipt of the decision submit a request in writing to the Association, with a copy to the District, for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level IV, the Association shall inform the District of its intent as to whether or not the grievance will be arbitrated. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.
- 8.3.5.2 If there is a question as to the arbitrability of any grievance, the arbitrator shall first hear the merits of any issue raised regarding its arbitrability. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided.
- 8.3.5.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 8.3.5.4 The District and the Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the expressed provision or provisions of this agreement at issue between parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.
- 8.3.5.5 If the parties mutually agree, closing argument may be presented orally and the arbitrator may issue a "bench" decision.
- 8.3.5.6 Unless the parties agree to an expedited decision pursuant to Section 8.3.5.5 above, after a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his findings and award.
- 8.3.5.7 The award of the arbitrator shall be final and binding.
- 8.3.5.8 The fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the

party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.

- 8.3.5.9 By filing a grievance and processing it beyond Level IV, the grievant expressly waives any right to statutory remedies or to exercise any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level IV shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

ARTICLE 9: PROFESSIONAL DUES AND REPRESENTATION FEE

9.1 Voluntary Dues Deduction

The District will deduct from the monthly paycheck of each employee the dues, initiation fees and assessments of the Association as voluntarily authorized in writing by the unit member.

9.2 Employee Rights

The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in the Association shall not be compulsory.

A unit member has the right to choose, either: to become a member of the Association; or to refrain from either of the courses of action upon the grounds set forth in Section 9.7 below.

9.3 Dues Deduction

9.3.1 The Association shall be provided continuous payroll deductions of membership dues, including the dues of the State organization. The Association shall hold the District harmless on account of any problem arising from monies having been deducted and remitted to the Association pursuant to this section. The Association agrees to furnish any information needed by the District to fulfill the provisions of this section.

9.3.2 The Association is entitled to a change in payroll deductions of its member(s), provided an authorized Association officer submits a written request to the District for such adjustment; and provided further that at least thirty (30) calendar days prior to the change an authorized Association officer shall furnish the District with evidence that the Association provided notification to its members of said change. Such changes shall consist of total annual dues change, increase or decrease in authorized deductions by a member(s) for Association approved items.

9.3.3 The District shall remit all dues collected to the Association with an accompanying alphabetical list of all unit members for whom all dues deductions have been made.

9.4 Payment Method and Association Certification Requirements

- 9.4.1 Unit members who do not fall within the exempted categories as set forth in Section 9.7 below, and who have not voluntarily made application for membership in the Association within the forty-fifth (45) day following the date upon which the employee has been formally hired by the District as a bargaining unit employee, must as a condition of continued employment in the District pay annually to the Association a representation fee, in exchange for representation services necessarily performed by the Association in conformance with its legally imposed duty of fair representation on behalf of unit members who are not members of the Association.
- 9.4.2 In the event that a unit member does not become a member of the Association or pay such fee directly to the Association, the District shall begin automatic payroll deduction in the same manner as set forth in Section 5 of the Agreement and pursuant to the Education Code.
- 9.4.3 Prior to beginning such automatic payroll deduction the Association will certify to the District in writing that:
- 9.4.3.1 The unit member whose pay is to be affected by the deduction has:
- a) refused to join the Association;
 - b) refused to tender the amount of the agency fee as defined herein;
 - c) not applied for an exemption under Section 9.7 herein; and
- 9.4.3.2 The Association has fully complied with current Public Employment Relations Board Regulations regarding "Notification of Nonmember," "Filing of Financial Reports," "Agency Fee Appeal," "Escrow of Agency Fees in Dispute," and "Filing of Agency Fee Appeal Procedure."
- 9.4.4 The written certification in 9.4.3 above, shall be a condition precedent to any collection of the representation fee by the District.
- 9.4.5 Special Circumstances
- 9.4.5.1 The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from active employment or not on the District's active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.
- 9.4.5.2 The unit member's earning must be sufficient after other legal and required deductions are made to cover the amount of the dues or agency fees to be deducted.

- 9.4.5.3 When a unit member is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period. In the case of a unit member who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over Association dues and Agency fees.

9.5 Amount of Representation Fee

- 9.5.1 The representation fee collected from bargaining unit members pursuant to Section 9.7 shall be limited to the Association's (local, state and national) annual dues for members less the amount defined by law which is excusable for non-representational purposes.

- 9.5.1.1 Full-time, nonexempt bargaining unit members hired during the school year join the Association or pay a prorated representation fee. Such prorate shall be based upon the number of days of actual employment for a school year as compared with the number of days available for full-time employment in the school year.

- 9.5.1.2 Part-time, nonexempt bargaining unit members shall join the Association or pay a prorated representation fee on the basis of said employee's annual salary as compared with the same annual salary for a comparable full-time employee.

- 9.5.1.3 Unit members on leave without pay, and unit members who are on laid-off status shall be exempt from these provisions herein; except that the election as to membership or payment of a fee as set forth herein must be exercised within the first ten (10) work days upon return to paid status.

- 9.5.2 Any dispute as to the amount of the representation fee shall be resolved pursuant to the current regulations of the Public Employment Relations Board.

9.6 Annual Verification of Representation Fee By Association

Prior to the collection of any representation fee from any unit member, the Association shall file with the District a copy of the written notice required by the regulations of the Public Employment Relations Board to be sent to non- Association members subject to the representation fee.

9.7 Unit Members Exempted From Obligation to Pay Representation Fees

- 9.7.1 Any unit member shall be exempted from the requirements of a representation fee if such unit member is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a "public employee organization" as defined by Section 3540.1(d) of the Government Code.

9.7.2 Such exempt unit member shall, as an alternative to payment of a representation fee to the Association, pay an amount equivalent to such representation fee to:

- (1) The United Way,
- (2) The American Cancer Society, or
- (3) Any charity jointly agreed upon by the District and the Association which is exempt from taxation under the Internal Revenue Code. Such charities cannot be affiliated in any manner with the Association, nor can such charities be related to an established religious organization.

9.7.3 The Association may, upon written request to the unit member, require the exempt unit member to submit an affidavit explaining the basis for the unit member's objection to the payment of the representation fee.

9.8 Obligation of Parties

9.8.1 District Obligations

The District's sole and exclusive obligation under this Article is to notify any unit member who has failed to comply with the provisions of this section that, as a condition of employment in the District, such unit member must either become an Association member, pay a representation fee, or establish an exempt status and make payment pursuant to the provision of this Agreement. Under no circumstances shall the District be required to dismiss or otherwise discipline any unit member for failure to fulfill their obligations to pay the fees established herein.

9.8.2 Association Obligations

The Association, and not the District, shall be solely responsible for requiring unit members to fulfill obligations defined herein. It is the exclusive obligation of the Association to collect any representation fees which may be due and payable to the Association in consideration for its services as the exclusive representation of unit employees.

9.8.3 Hold Harmless Provisions

9.8.4 The Association, as defined by this Agreement, shall hold the District harmless and shall fully and promptly reimburse the District for reasonable legal fees and costs incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the District or any of its agents by other than the Association in connection with the administration or enforcement of any section of this Agreement pertaining to representation fee. Such reimbursement shall include costs and attorney's fees incurred by the District.

9.8.5 Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Association shall have the right to meet with the District

regarding the reasonableness and merit of any claim, demand, suit or action for which the District seeks indemnification, and shall attempt to agree whether any such action shall be compromised, resisted, defended, tried or appealed.

- 9.8.6 In determining whether or not such action shall be compromised, resisted, defended, tried or appealed, the District will defer to the Association's interest if the District does not have a distinct and separate legal interest in the matter in dispute.
- 9.8.7 The District shall not be entitled to be reimbursed for any fees, costs, charges or penalties for which the Association was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any such reimbursement when the District's efforts in defending against such action would be duplicative, or when the District is defending a separate and distinct legal interest, or when the District is defending an activity which is arguably subject to criminal liability on the part of any District administrator.

ARTICLE 10: EVALUATION PROCEDURE AND PERSONNEL FILES

10.1 Frequency of Evaluation

10.1.1 Probationary/Temporary Unit Members: Each probationary and/or temporary unit member shall be evaluated on a continuing basis. Formal evaluations shall be completed once each school year. Formal evaluations shall consist of two formal observations and one final written summative evaluation. Probationary year one and temporary unit members status shall receive a written summative evaluation on or before May 1st. Probationary year two unit members shall receive a written summative evaluation on or before March 1st.

10.1.2 [blank]

10.1.3 Permanent Unit Member: Each permanent unit member shall be evaluated on a continuing basis. Permanent unit members performing satisfactorily shall be formally evaluated every other year. Permanent unit members given a rating of Needs Improvement/Developing or Unsatisfactory in any category on the Summative Evaluation shall be formally evaluated each school year.

10.2 Areas of Evaluation: The District shall evaluate and assess certificated unit member performance as it reasonably relates to: (1) the progress of students toward the Governing Board's established standards of expected pupil achievement at each grade level in each area of study; and (2) the California Standards for the Teaching Profession (CSTPs).

Non-instructional unit members shall be evaluated on the fulfillment of duties as defined in their job descriptions. Such unit members will be provided a copy of their job descriptions.

10.3 Use of Publishers' Norms: The evaluation and assessment of unit member's performance pursuant to this Article shall not include the use of publishers' norms established by standardized tests.

10.4 Notice to Unit Members: In October of the year in which the formal evaluation is to take place, the District shall give unit members a copy of the evaluation procedures, the criteria upon which the evaluation is to be based, and the identity of their evaluator. *[Revised 5/2023]*

10.4.1 Late start unit members will be provided such notice within five weeks of their start dates. *[Revised 5/2023]*

10.5 Pre-Observation Conference Form A: The unit member being evaluated and the evaluator shall meet to establish:

10.5.1 The standards to be achieved in the areas described in Section 10.2 during the evaluation period. *[Revised 5/2023]*

10.5.1.1 Late start employees will meet with their evaluator as soon as practicable.
[Revised 5/2023]

10.5.2 A Pre-Observation Conference shall offer the evaluatees an opportunity to schedule the first formal classroom observation. Pre-observation conferences, post-observation conferences and the Summative Evaluation shall be scheduled appropriately.

10.5.3 By mutual agreement, the evaluator and evaluatees may include any of the following as documentation of progress toward meeting District standards in the areas of evaluation described in Section 10.2: curriculum units, teacher journals, log and calendars, interviews, lesson plans, evidence of communication with parents/students, examples of student work, records of participation in school improvement efforts, and reports on professional growth activities. *[Revised 5/2023]*

10.6 Classroom Observations/Post Observation Conferences: Each evaluation shall include a minimum of two (2) formal classroom observations, and each formal classroom observation shall be a minimum of thirty (30) minutes. Within ten (10) days after each formal classroom observation, the evaluator shall hold a post-observation conference. In addition to the formal observation, the evaluator shall informally observe the unit member at least twice during each evaluation year.

With agreement of both the unit member and the evaluator, the number of formal observations may be reduced from two to one, and the number of informal observations may be reduced from two to one. *[Revised 5/2023]*

10.7 Summative Evaluation

10.7.1 All final Summative Evaluation conferences for permanent, temporary, and probationary (year one) unit members shall be completed by May 1. All final Summative Evaluation conferences for probationary (year two) unit members shall be completed by March 1. The evaluator shall transmit a copy to the unit member at least thirty (30) days prior to the end of the school year and the original to the Superintendent's office to be filed in the unit member's personnel file. Copies must be signed by the evaluator and the evaluatee.

10.7.2 Permanent members receiving a rating of "UNSATISFACTORY" in one or more of the California Standards for the Teaching Profession shall be rated "UNSATISFACTORY" overall and shall receive additional instructional support and/or resources as agreed upon between the unit member and the evaluator. In order for the category to be unsatisfactory overall, a majority of the elements must be marked "UNSATISFACTORY." This rating shall be determined by the rubric for the California Standards for the Teaching Profession that is a part of the Summative Evaluation, Form E.

- 10.7.3 The evaluatee shall have the right to initiate a written reaction or response to the evaluation, and that response shall become a permanent attachment to the evaluatee's personnel file.
- 10.7.4 Upon receipt of the Summative Evaluation, a unit member may request that a different administrator serve as the evaluator for the follow up evaluation.
- 10.7.5 Any unit member shall be provided a plan of assistance (Appendix D, Form D) when indicated on his/her formal classroom observation form and post-observation conference form and/or the summative evaluation indicates Unsatisfactory and/or Needs Improvement.
- 10.8 Unsatisfactory Evaluation of Permanent Unit Member: If a permanent unit member is rated "Unsatisfactory" on the Summative Evaluation, the evaluator shall hold a conference with the permanent unit member prior to issuance of the Summative Evaluation. The permanent unit member shall be notified of the right to have an Association representative present at the meeting. Dismissal and/or suspension of permanent unit members shall follow the standards and procedures contained in Education Code sections 44932 through 44945.
- 10.9 Alternative Evaluation: The District and the Corning Elementary Teachers Association ("CETA") share the belief that offering alternatives to the traditional evaluation system will improve excellence in instruction by promoting the professional growth of experienced teachers. By mutual agreement between the evaluator and the unit member, after three successive annual evaluations of "meets or exceeds standards", the permanent unit member and evaluator may agree to an alternative evaluation.
- 10.10 Evaluation Forms: The evaluation forms referred to in this Article are attached as Appendix D in the Master Agreement.
- 10.11 Complaint Procedure: No formal complaint filed by a person pursuant to Board Policy 1312 will be used in the evaluation of a unit member, nor will any such complaint be placed in a unit member's personnel file unless the following procedural rights are followed. Such complaints shall be processed according to Board Policy and this section. This section shall not prevent administration from conducting appropriate personnel investigations including receiving information from any relevant person except where a formal complaint has been filed.
- 10.11.1 The unit member is notified of the complaint which shall be reduced to writing and signed by the complainant;
- 10.11.2 The unit member is granted the right to confront and examine the complainant(s) as to the validity and accuracy of the complaint;
- 10.11.3 The unit member is provided the right of representation;
- 10.11.4 The unit member is provided the right to attach a written response to the complaint.

- 10.12 Personnel Files: The benefits provided unit members by Section 44031 of the Education Code are incorporated into this Agreement.
- 10.12.1 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file.
- 10.12.2 A person, or persons, who drafts and/or places materials in a unit member's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file. The unit member shall be provided with a copy of material to be placed in his/her file provided the material was not generated by the unit member or was material which was previously received by the unit member. The unit member shall have the right to respond in writing to any derogatory material and the response shall be attached to and become a part of such material.
- 10.12.3 Access to personnel files shall be limited to the members of the District administration on a need-to-know basis. The Board of Trustees may request the review of a unit member's file at a personnel session of the entire Board. The unit member shall be notified of the Board's intent to review the file. The contents of all personnel files shall be kept in the strictest confidence.
- 10.12.4 The District shall make no decision relating to the dismissal or suspension of any unit member based on material in the unit member's personnel file relating to matters occurring more than four (4) years prior to the filing of the notice of intention required by the Educational Code.
- 10.13 Permanent certificated employees shall be subject to personnel action short of dismissal (warning, reprimand, suspension without pay, demotion or reduction of pay) only for cause. Warnings or reprimands are subject to an appeal to the Superintendent, but are not otherwise grievable. Dismissal is governed by the Education Code.

ARTICLE 11: COMPENSATION

11.1 Overall Wage Adjustments

11.1.1 Unit members shall be paid according to the relevant salary schedules contained in the Appendices to this Agreement. Advancement by unit members shall be made in accordance with the Salary Guide set forth in Appendix C of this Agreement.

11.1.2 [repealed]

11.1.3 The per diem amount shall be determined by dividing the annual salary by the total number of service days the unit member is required to be present per year. In the event a unit member is overpaid, the procedure for deduction of funds owed the District by the unit member will be discussed between the District and the unit member.

11.2 Fringe Benefits

11.2.1 Effective July 1, 2023, the District shall contribute up to a maximum of \$14,500 per school year toward health insurance plans for eligible unit members (see Article 12.5 - Job Sharing). Any unit member who chooses a health insurance plan costing less annually than \$14,500 will receive the cash difference to be paid through payroll during April of the school year. Medical, dental, and vision care benefits shall be provided for employee and dependents through Central Valley Schools Health and Welfare Trust as follows *[Revised 5/2023]*:

- (A) Medical - Several Blue Cross plans may be selected by the unit member.
- (B) Dental - Delta Dental (\$2,000 per patient per calendar year, and child orthodontia coverage \$1,000).
- (C) Vision - Vision Service Plan B, non-deductible.

11.2.2 In consideration for one (1) year of service, the District shall contribute toward medical, dental and vision care coverage for a twelve (12) month period. One (1) year of service is defined as: regular full-time service with the Corning Union School District for not less than seventy-five percent (75%) of the days of the regular school year.

11.2.3 Early Retirement Incentive Fringe Benefits. [This language addresses future retirement benefits for current unit members. Language affecting current retirees is in Board Policy. The language shall be effective January 1, 2007.]

11.2.3.1 Eligibility Requirements

- a. To participate in this program, an employee must:
 - (1) Be a member of the certificated bargaining unit.

- (2) Have been a full-time certificated employee of the District for at least fifteen (15) years or the ten (10) years immediately prior to such retirement.
 - (3) Retire from STRS no later than June 30th of the year the request for benefits is filed.
- b. Leave without pay shall not be considered in the service requirement.
- c. Paid sick leave shall be calculated toward the satisfaction of the ten (10) year service requirement.
- d. Bargaining unit members' eligible for disability retirement shall not be eligible for participation in this program.
- e. Bargaining unit members' acceptance of this program is irrevocable. Further, it is understood and agreed by the parties that this program is for the benefit of bargaining unit members who wish to retire from active employment with the District and, therefore, the bargaining unit member is responsible to ascertain the provisions and coverage of the various retirement plans without assistance from the District. It is also understood and agreed by the parties that the District shall have no responsibility other than as specifically described in this article, particularly with regard to ascertaining the specifics of the various retirement plans available to retiring bargaining unit members who wish to take advantage of this program.

11.2.3.2 Procedures

- a. Prior to April 15th, a bargaining unit member shall apply by writing a letter of request to the Superintendent. This letter shall outline the facts relative to having met the eligibility requirements of the program. (See Section 11.2.3.1 "Eligibility Requirements.")
- b. The Superintendent shall validate the candidate's claims regarding minimum qualifications by May 15th. Prior to that date, the bargaining unit member may withdraw his/her request for retirement.
- c. Having been found qualified for participation in this program, the benefits shall commence July 1st. There shall be no gap in coverage.
- d. The Superintendent will notify the President of the Association of any letter of request received after the April 15th deadline but prior

to May 1st, and they will mutually determine whether or not the late request will be given consideration.

11.2.3.3 Period of Benefits

- a. Eligible retirees and their dependents shall receive the benefits of this program between the age of retirement at fifty-five (55) or older for up to ten (10) years or until the retiree reaches age sixty-five (65), which ever occurs first, unless covered by other insurance under Section 11.2.3.5.e.

11.2.3.4 Benefits

- a. The District contribution is toward retiree medical insurance premiums. There is no District contribution for retiree dental or vision insurance. All retiring employees shall have the option to continue dental and/or vision coverage at his/her expense. This program contemplates "composite" medical rates. All other conditions, limitations, and restrictions in this Article shall apply.
- b. This program covers the retiree's immediate family dependents who were enrolled for medical insurance immediately prior to the unit member's retirement. Immediate family covered by this plan means only natural children or legally adopted children within the age covered as dependents by the insurer and spouse.
- c. Retirement 6/1/2007-6/30/2008:
 - (1) For eligible bargaining unit members retiring between June 1, 2007 and June 30, 2008, the District shall contribute to medical insurance provider up to an annual maximum amount which results in the retired unit member having the same annual out of pocket cost as active unit members have for any optional medical plan costing up to the cost of California's Valued Trust ("CVT") Plan 4B. If CVT Plan 4B is no longer an option for retirees, the cost shall be based upon the available plan with the closest coverages to Plan 4B. The District contribution for eligible retirees may be greater than for active unit members for the same medical plan due to the premiums charged.
 - (2) Although the District contribution is described as annual, the comparison to out of pocket medical costs for active unit members shall be made on a monthly basis for each of twelve (12) months per school year.

- (3) Out of pocket medical insurance costs for current unit members is calculated by first deducting the cost of dental and vision insurance from the District contribution and then applying the remainder of the District CAP to the medical insurance premium. The difference between the medical insurance premium and the remainder District contribution is the employee out of pocket cost.

d. Retirement On or After 7/1/2008:

For bargaining unit members who retire after June 30, 2008, the monthly District contribution for medical insurance shall not exceed the maximum District contribution for medical insurance only for current unit members in any year of the program.

11.2.3.5 Other Requirements:

- a. There is no "cash to retiree" component of this program. The District annual contribution may be less than the maximum possible if a retiree is enrolled in a lesser cost medical plan.
- b. If the bargaining unit member predeceases the spouse and other dependents as identified below, the spouse or other dependents shall continue to be eligible had the retired bargaining unit member survived or until the spouse reaches the age of sixty-five (65), whichever occurs first.
- c. Dependents other than the spouse shall have no rights of their own to participate in this program but only as the bargaining unit members and/or spouse qualify for such participation.
- d. Upon reaching age 65 the eligible retiree and/or spouse may elect, subject to the carrier's approval, continued participation at the retiree rate at their own expense provided there has been no break in coverage.
- e. If during the program, the retiree or spouse becomes eligible for Medicare A and/or B the retiree must report such eligibility to the District within 30 days.
- f. The retiree shall pay the additional cost for medical coverage and all costs of dental and/or vision insurance by the first day of each month of coverage. Failure to make timely payments will terminate eligibility to continue in the program.
- g. Whenever a retiree participates in this program for less than a complete school year or if this language is initially effective for

less than a complete school year, the annual District contribution shall be prorated.

11.3 Extra Duty Assignments

In as much as certain extracurricular activities require participation and contributions by an employee beyond the scope of normal classroom teaching duties and beyond the regular working hours or days, additional compensation shall be paid upon completion of the activity and only to those employees who complete the total assignment. However, when an employee completes only a portion of the assignment, a prorated amount may be paid which has a reasonable relationship to the portion of the assignment completed. The pro-rata amount shall be established by the District Superintendent and the unit member.

The extracurricular stipend shall be increased by the percent by which the salary schedule is improved and includes a minimum number of games, practices, tournaments, and submission of the schedule to the principal prior to the end of the school year.

If a schedule cannot be submitted prior to the end of the school year, an explanation as to the efforts made to develop a schedule shall be submitted, and the actual schedule shall be submitted not later than one (1) month prior to the start of the season, (two (2) weeks for sports for which the season begins in September). See Appendix A-2.

11.4 Medicare

Effective December 1992, the District will initiate a program in which unit members who were employed prior to April 1, 1986 will be able to earn credits for Medicare eligibility for STRS wages. This program will be instituted and conditioned upon compliance with California Government Code sections 22000, et seq., and Section 218 of the Federal Social Security Act and appropriate PERS and federal regulations. The District and the Association will cooperate in preparing the required resolutions, forms and conducting the necessary election within the legal requirements. Employees shall pay the employee contributions required for eligibility (1.45%). The District shall pay the employer contribution of 1.45%.

11.5 Mileage Reimbursement

Whenever the District requires a unit member to use a personal vehicle in the performance of his or her duties, the District shall reimburse the unit member for vehicle expenses at the rate per mile authorized by the Internal Revenue Service for all miles driven. In order to be eligible for reimbursement, a unit member must obtain prior written approval of the District upon forms provided by the District. However, when an exigency occurs that causes a unit member to voluntarily use a personal vehicle for District-approved activities, the District Superintendent may waive the prior approval requirement and reimburse the unit member, if in the Superintendent's judgement, the vehicle use is one that would have been approved if prior approval had been sought.

11.5.1 Rancho Tehama Mileage Stipend. Unit members working at Rancho Tehama Elementary School for the entire school year shall receive an annual stipend of \$2,000 (to be paid monthly). *[Revised 5/2023]*

11.6 Compensation, Hourly Programs

Commencing with the first day of school in August 2002, the hourly pay for hourly programs such as Summer School, After School Program and Extended Day Kindergarten shall be the hourly equivalent of the salary at Column D, Step 11 in effect at the time of service.

11.7 Community Day School Teacher Stipend

In recognition of the difficult working conditions, effective July 1, 2006, the Community Day School Teacher(s) shall receive an annual stipend of six percent (6%) of his/her current annual salary placement on the certificated salary schedule for a full-year of work for working a longer instructional day.

11.8 Annual Stipends

Unit members possessing the listed qualifications or in the listed assignments shall earn a stipend in addition to annual salary as follows:

1. Teachers with an appropriate special education credential and assigned to special education classes (e.g., RSP, SDC, SGI, or other) shall receive an annual stipend of \$1,000. *[Revised 5/2023]*
2. Positions designated "Reading Specialist" by the District and held by unit members who possess a reading specialist credential, shall receive an annual stipend of \$400. *[Revised 10/2017]*
3. Any unit member designated as "teacher-bilingual" shall be re-designated as a teacher in the appropriate grade level. Those unit members identified by an M.O.U. dated 10/30/07 and who received an annual stipend for "Bilingual Teacher" or who hold a BCLAD as of 2006-2007 shall be grandfathered to continue receiving a \$296 annual stipend as long as he/she continues to work as a teacher in the District.
4. Music teachers and itinerant VAPA teachers shall receive an annual stipend as set forth in Appendix A for performing required additional duties including organizing evening and after-school events, such as student concerts, marching band performances, art shows, performances, etc. *[Revised 5/2023]*
5. Community Day School Teacher (see Section 11.7 above).
6. Consulting Teachers. When an internship program requires a Consulting/Mentoring Teacher for an intern, the Consulting/Mentoring Teacher will be paid an additional stipend of \$1,000 per school year. No certificated

employee will be required to serve as a Consulting/Mentor Teacher. [Added 10/2017]

- 11.9 Effective beginning with the 2012-2013 school year, for certificated employees who receive twelve (12) paychecks for the school year, the eleventh check will be received on June 30th and the twelfth check will be received on July 31st. Employees working less than 12 months will also have the option to receive eleven monthly checks, one check at the end of each month August 31st through June 30th.
- 11.10 Employees with a bachelor's degree and 60 or more post-graduate units who have earned a master's degree will be placed on Step F of the current certificated salary schedule. The salary schedules for Speech – Language Pathologist and Psychologist include compensation for master's degree and license requirement. *[Revised 5/2023]*

ARTICLE 12: JOB SHARING AND LOOPING

- 12.1 Job sharing may be established, upon approval of the District when two (2) teachers who are unit members apply for a particular contract for the purpose of sharing one full-time teaching assignment for at least one (1) year.
- 12.2 Joint Application Requirements
- 12.2.1 The option of job sharing will be considered by the District only after a joint application has been made by two (2) teachers who have mutually agreed in writing to share one (1) full-time teaching assignment. An application from one certificated unit member who submits a plan will also be considered.
- Upon approval of the plan, the position shall be posted the same as other District positions. All candidate applications shall be reviewed by the requesting teacher and the immediate supervisor. Selected candidates shall be scheduled for interviews with the requesting teacher, immediate supervisor and Superintendent. Final candidate selection shall be mutually agreed upon by the requesting teacher, the immediate supervisor and Superintendent.
- 12.2.2 A joint application to share a full-time teaching assignment must be made in writing to the Superintendent.
- 12.2.3 The joint application shall specify the number and placement of hours per day, days per week, weeks per month and months per year which each teacher applicant has agreed to work. The application shall also specify the respective duties which will be performed by each teacher applicant. Such designated duties shall include but not be limited to: attendance at faculty meetings, parent conferences, "Back to School Night", and other events at which attendance by bargaining unit members is required in accordance with this Agreement; responsibility for student grades, report cards, daily student attendance reporting and co-curricular activities, special events or other assignments which are included within the responsibilities of the full-time teaching position for which the joint application is being made.
- 12.2.4 The joint application shall be submitted as early as possible, but no later than May 1 of the school year preceding the year in which the applicants propose to share a teaching position.
- 12.3 All joint applications to share a full-time teaching position are subject to approval by the Superintendent. Subsequently, each application must be specially and formally approved by the Board of Education before the shared teaching position will be established.
- 12.4 The particular plan proposed in the joint application shall be subject to modification by the District in accordance with District needs.

12.5 Job Sharing Requirements

All part-time (half-time) contracts established pursuant to the requirements of the Article shall be subject to the following conditions:

- 12.5.1 There shall be no increase in cost to the District for salary or benefit beyond the cost that would be incurred for a single employee.
- 12.5.2 Benefits and salaries shall be prorated for part-time contracts in proportion to the amount that the approved portion of the employment bears to full-time employment.
- 12.5.3 Contracts which are granted can be revoked only with the mutual consent of the District and the unit members.
- 12.5.4 Such employment shall be subject to all pertinent rules and regulations of the Board and the Education Code.
- 12.5.5 Participating teachers shall be subject to layoff and dismissal for cause pursuant to provisions of the Education Code in the same manner as full-time unit members.
- 12.5.6 In the event either of the bargaining unit members who has entered into a job sharing contract, as provided in this Article, is unwilling or unable to fulfill any of the responsibilities which were agreed to and undertaken, it shall be the responsibility of the remaining unit member to find a replacement for his/her partner. Upon request by the remaining unit member, the District will assist in finding a replacement. However, in providing such assistance, the District is not assuming responsibility for finding a replacement. If the unit member is unable to find a replacement, he/she will assume all duties up to and including a full-time position in that assignment for the duration of the school year. The replacement is subject to approval in accordance with Section 12.3 of this Article.

12.6 Replacement/Reinstatement

The District reserves the right to replace any bargaining unit member employed on a job-sharing basis, in accordance with this Article, with a temporary, probationary or permanent employee. The unit member so replaced must voluntarily apply for a leave of absence or resign, whichever is appropriate, fifty percent (50%) of his/her position. Unit members who take a leave of absence will be replaced with a temporary employee; unit members who resign will be replaced with a probationary employee. A unit member who has elected to share a position is eligible to be reinstated to a full-time position only when and if such position is requested by the unit member, the position is open and available, and the unit member is competent, experienced, and appropriately credentialed to fill the requirements of the full-time position.

12.7 Seniority

Job sharing teachers shall retain their seniority status. They shall each gain pro-rata seniority while job sharing. A job sharing teacher shall be eligible for a salary increment in any year in which the unit member's assignment is more than fifty percent (50%) of a full-time assignment. If a unit member's assignment is fifty percent (50%) or less of a full-time assignment, the unit member shall be credited with a salary increment in the year following the accumulation of more than fifty percent (50%) of a full-time assignment (e.g., an individual serving 40% of a full-time assignment for two years shall be eligible for a salary increment the third year).

12.8 Reasons for Disapproval

If the request is disapproved, the Superintendent shall give reasons for such disapproval in writing to the unit member. The decision to disapprove a job sharing request shall not be subject to the grievance procedure.

12.9 Looping

12.9.1 With approval of the Board, looping may be initiated by unit members with mutual agreement of their administrator. If approved, two (2) teachers of consecutive grade levels could remain with the same students for a two-year period. The second year one teacher moves up a grade and the other teacher moves down a grade.

12.10 Looping Requirements

12.10.1 Two teachers agree to work as a team sharing equipment and furniture.

12.10.2 When a two-teacher team applies, and the District has set a limited number of looping positions, Agreement Article 6.4 on transfers and filling vacancies shall apply.

12.10.3 The teachers agree to remain with the looping team at least until returning to his/her grade placement prior to the looping agreement.

12.10.4 After looping, one or both teachers may "opt out" and remain at their previous grade placement. If only one teacher chooses to continue, a new partner will need to be found. If a new partner volunteers, looping may continue.

12.11 Student Placement

- 12.11.1 Prior to class lists being established, parents will be informed of the looping options. When class lists are established, parents will be notified that their student is in a two year looping program.
- 12.11.2 Students in all classes, looping or non-looping, will be placed equally regarding special needs, gender, ethnic mix, and behavior according to District policy.
- 12.11.3 Student placement will be reviewed annually. Parents may “opt out” of a second year, or the teacher may determine some students need a different setting for the second year.
- 12.11.4 Classroom vacancies will be filled as usual. New students and their parents will be advised of the looping option when entering within the first year of the looping cycle.

ARTICLE 13: PEER ASSISTANCE AND REVIEW (PAR)*(REPEALED 9/2014)*

ARTICLE 14: MISCELLANEOUS PROVISIONS

14.1 Effect of Agreement

In the event a conflict exists between the specific provisions contained in the Agreement and District practices, procedures and State laws, to the extent permitted by State law, the provisions of this Agreement prevail; and this Agreement shall be equitably applied to all unit members.

14.2 Savings

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

14.3 Non-Discrimination

Refer to Education Code section 44830.

14.4 Availability of Agreement

After formal agreement has been reached by the Association and the District, copies of this Agreement shall be printed and distributed to each person covered by same. The representatives of the Board and the Association shall share the responsibility for ensuring the accuracy of the proofed copy of the Agreement prior to final printing.

14.5 Completion of Meet and Negotiation

Except as otherwise provided in the Agreement, the Association and the District, during the term of this Agreement, expressly waive and relinquish the right to meet and negotiate and agree that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

14.6 Concerted Activities

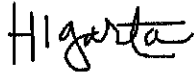
There shall be no strike, work stoppage, slow down, or other interference with operations of the District or any of its individual schools, or sanction thereof by unit members, officers, agents, or members of the recognized teacher association for the duration of this Agreement. The Board agrees that no lockout against any or all of the unit members represented by the recognized teachers association shall take place for the duration of this Agreement.

14.7 Term of Agreement

14.7.1 This Agreement shall remain in full force and effect between July 1, 2023, and June 30, 2026. Negotiations for the 2023-2024 and 2024-2025 school years are closed. Negotiations for the 2025-2026 school year is limited to compensation and benefits and up to two (2) articles for each party. Thereafter, this Agreement shall continue in effect year-by-year unless one of the parties notifies the other in writing of its request to modify, amend, or terminate this Agreement. If the parties enter into subsequent meeting and negotiating regarding a successor agreement, the terms and conditions of this Agreement shall remain in effect until a successor agreement is reached. *[Revised 5/2023]*

CORNING UNION ELEMENTARY
SCHOOL DISTRICT

For the District



Heather Igarta

12-18-2023

Date



Ann Messmer

12/19/2023

Date

CORNING ELEMENTARY
TEACHERS ASSOCIATION

For the Association



Phil Mishoe

12/20/23

Date



Noelle McCammond

12/20/23

Date

APPENDIX A-1

APPENDIX A-1: CERTIFICATED SALARY SCHEDULE

Corning Union Elementary School District CERTIFICATED SALARY SCHEDULE Effective 7/1/2023

Step	CLASS III	CLASS IV	CLASS V		Step
	BA COLUMN C	BA+45 COLUMN D	BA+60 COLUMN E	BA+ 60 <small>Art. 11.10</small> COLUMN F	
1	56,222	56,781	57,355	59,177	1
2	56,781	57,351	58,926	60,749	2
3	57,351	58,926	60,548	62,371	3
4	58,354	59,959	62,212	64,035	4
5	59,959	61,607	63,922	65,744	5
6	61,607	63,305	65,681	67,505	6
7	63,304	65,042	67,487	69,310	7
8	65,042	66,831	69,344	71,166	8
9	66,831	68,670	71,250	73,073	9
10	68,670	70,560	73,209	75,031	10
11	70,560	72,497	75,223	77,046	11
12	72,497	74,494	77,291	79,113	12
13	74,494	76,543	79,417	81,241	13
14	76,544	78,645	81,601	83,423	14
15	78,645	80,809	83,845	85,667	15
16	80,809	83,030	86,150	87,973	16
17	83,030	85,313	88,519	90,341	17
18	85,312	87,658	90,953	92,775	18
19	87,659	90,069	93,453	95,277	19
20	90,070	92,550	96,025	97,848	20
21	92,550	95,091	98,665	100,487	21
22	95,091	97,710	101,378	103,200	22
23	97,710	100,394	104,166	105,989	23
24	100,394	103,157	107,031	108,855	24

Article 11.8 includes the following stipends:

Columbia School teacher(s)

Shall receive an annual stipend of 6% of his/her current annual salary placement on the certificated salary schedule for a full year of work for working a longer instructional day.

Music Teachers and Itinerant VAPA Teachers

Shall receive an annual stipend of \$2,373 for performing required additional duties including organizing evening student concerts and marching band performances.

RSP, SDC, SGI or other (with Special Ed. Credential) shall receive an annual stipend of \$1,000

Reading Specialist (with Reading Specialist Credential) shall receive an annual stipend of \$400

A transfer shall not be contested on the basis of the loss of the stipend.

Rancho Tehama Elementary

Unit members serving at Rancho Tehama shall receive an annual mileage stipend of \$2,000, paid monthly.

Column advancement

Certificated employees planning column advancement in the succeeding year must notify the District Personnel Office prior to September 1 of the school year in order for training credit on the salary schedule to be granted for that school year, except that study successfully completed during the summer session immediately preceding the beginning of the school year may be verified by a document signed by the teacher of the course pending receipt of an official transcript covering the course.

District hourly rate - Column D, Step 11

The District hourly rate (e.g., Summer School, After School Programs, etc.) shall be the hourly equivalent of the salary at Column D, Step 11 in effect at the time of service.

To determine hourly rate, divide the annual salary by 183 days and then divide by 7.5 hours (see Article 11.6).

Certificated work year: 183 days

(9% increase from prior salary schedule dated 7/1/2022)

Board Approval: 06/22/2023

APPENDIX A-1 (continued)

**Corning Union Elementary School District
SPEECH-LANGUAGE PATHOLOGIST SALARY SCHEDULE
Effective 7/1/2023**

Step	Salary
1	71,492
2	74,268
3	77,158
4	80,160
5	83,286
6	86,534
7	89,914
8	93,427
9	97,083
10-13	100,882
14-16	102,860
17-19	104,875
20-22	106,932
23 - 25	109,029

Annual Work Days: 183

The annual work days are to be computed as eight hour days for the purpose of computing sick leave (pro-rated if working less than 100%) and will be set by the Corning Union Elementary School District.

Annual salaries include payments for Masters & License requirements.

(9% increase from prior salary schedule dated 7/1/2022)
Board approval: 06/22/2023

APPENDIX A-1 (continued)

Corning Union Elementary School District
PSYCHOLOGIST SALARY SCHEDULE
Effective 7/1/2023

Compensation (includes Master stipend)

Step	1	2	3	4	5	6	7	8	9	10	11	12
	80,975	83,459	85,938	88,387	90,862	93,323	95,787	99,299	101,002	103,743	106,855	110,061
Daily	426.18	439.26	452.31	465.19	478.22	491.17	504.14	522.63	531.59	546.02	562.39	579.27

Annual Work Days: 190

The annual work days are to be computed as eight hour days for the purpose of computing sick leave.
(pro-rated if working less than 100%).

These work days will be set by the Corning Union Elementary School District.

(9% increase from prior salary schedule dated 7/1/2022)

Board approval: 06/22/2023

APPENDIX A-2: EXTRA DUTY STIPENDS

Effective 7/1/2023

The extra duty curricular stipends shown in Appendix A-2 are revised as follows:

ACTIVITY	COMPENSATION
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BASKETBALL

A Girls	2,373
B Girls	2,373
C Girls	1,264
A Boys	2,373
B Boys	2,373
C Boys	1,264

VOLLEYBALL

A	1,264
B	1,264
C	952

SOCCER

A	1,264
B	1,264
C	952

SOFTBALL

A	1,264
B	1,264

BASEBALL

A	1,264
B	1,264

TRACK

A	1,264
B	1,264

FLAG FOOTBALL

1,264

YEARBOOK

A Middle School	2,373
B Elementary	1,264

SPORTS COORDINATOR

1,187

CHESS

2,373

(9% increase from prior stipend schedule dated 7/1/2022)

Board approval: 06/22/2023

APPENDIX A-3: INTRAMURAL ACTIVITIES / CLUB ADVISOR STIPENDS

A. Compensation: Stipends

INTRAMURAL ACTIVITIES SUPERVISOR

Based on program running entire quarter: Nine (9) weeks will be considered to be a quarter

Time taught: BEFORE SCHOOL / LUNCH

Times per week	Weeks	Total Days	Stipend	Prorated Daily
2	9	18	= \$250.00	\$13.89
3	9	27	= \$350.00	\$12.96
4	9	36	= \$450.00	\$12.50

Time taught: AFTER SCHOOL

Times per week	Weeks	Total Days	Stipend	Prorated Daily
2	9	18	= \$500.00	\$27.78
3	9	27	= \$700.00	\$25.93
4	9	36	= \$900.00	\$25.00

CLUB ADVISOR - Individual Site Expense

Based on program running each Trimester: A trimester consists of 12 weeks

Time taught: AFTER SCHOOL

Times per week	Weeks	Total Days	Stipend
2	12	24	= \$800.00 per Trimester

- A. The Club Advisor will meet with students one (1) hr. per day x two (2) days per week after school. Stipend will be prorated if program times vary.
- B. Intramural Supervisor and Club Advisors will be responsible to the Site Principal.
- C. Intramural Supervisor and Club Advisors will work with the Site Principal to develop necessary budget and schedules for their activity.
- D. Principal will be responsible for overall site activities.

For auditing purposes: A record of student participation and meeting dates need to be included when turning in a stipend pay request.

APPENDIX A-4: SUMMER SCHOOL ASSIGNMENTS

Summer School Assignments

- A. The District shall solicit applicants for summer school teaching assignments.
- B. Applicants shall be screened and interviews conducted by a panel composed of teachers and administrators. The committee shall make recommendations for employment to the summer school principal.
- C. When two or more unit members applying for a summer school position are considered to be equal on the basis of training, experience, major and minor fields of study, competence, credentials, past evaluations and advanced degrees, the unit member with the greatest District-wide seniority shall be selected for the summer school assignment.
- D. Applicants shall be notified whether or not they have been selected by April 30.
- E. Offers of summer school employment may be contingent upon enrollment.

APPENDIX A-5: RANCHO TEHAMA SCHOOL LEAD TEACHER

1. The duties of the lead teacher shall include: serve as the liaison between parents and the principal; attend IEP meetings and student study team meetings as needed; address student discipline issues for the school upon referral by teachers including conferences with parents; provide support between off-site administrator and staff; serve on site council; other related duties as assigned except the lead teacher shall not be involved in the supervision or evaluation of certificated or classified unit employees.
2. The duties of lead teacher will be performed during the normal teacher work year and shall require no additional duty days.
3. One of the classroom teachers at the school will be appointed lead teacher on a monthly basis. The assignment will continue month-to-month except for reassignment by the Superintendent or agreement among the teachers at the site.
4. Teachers will be offered the appointment in order of District seniority. If the most senior teacher declines, the next senior teacher will be offered the appointment.
5. The stipend shall be \$300 for each complete school month served. The assigned teacher shall be paid a prorata of the \$300 for working less than 75% of the contracted work days of a month. A stipend shall be paid at the end of each school month September through May. August and June shall be considered one-half month each irrespective of the number of work days. The stipend shall be paid a total of ten (10) months per year if a unit member is serving as lead teacher.

APPENDIX A-6: OVERNIGHT STUDENT SUPERVISION EXTRA DUTY STIPENDS
[New 3/2013]

Unit members who provide student supervision for District academic programs (e.g., Outdoor Science Program) which require overnight stays shall receive an extra-duty stipend of One Hundred Fifty Dollars (\$150.00) per overnight stay. Currently the stipend will cover Outdoor Science Program; California Junior Scholarship Federation (CJSF); and East Lab Computer Camp. If additional overnight academic trips arise, the stipend may be approved by the Superintendent. This section does not apply to athletic or intramural field trips or travel for teacher training or conferences.

APPENDIX B: SERVICE CREDIT

Advancement through the steps of the Certificated Salary Schedule shall be in accordance with the following:

A. Definitions

One (1) year of service credit is defined as: Regular full-time service with the Corning Union School District for not less than seventy-five percent (75%) of the days of the regular school year. With prior approval by the District Superintendent, service credit may be earned while teaching in accredited schools outside the Corning Union School District. In no event, however, shall credit be given for service of less than five (5) teaching hours per day for at least 137 school days.

B. Advancement

Members of the bargaining unit shall advance on the Certificated Salary Schedule one (1) step for each year of service as defined above, occupying each step in succession until the maximum step of the column assigned is reached or until the member qualifies and is approved for a higher column.

C. Placement

Effective January 1, 2007 for initial salary placement upon hiring, new employees shall be placed on the Certificated Salary Schedule based upon their verified degrees and educational units completed up to a maximum of step 11. Step placement shall be based upon the number of complete years of paid public school teaching experience outside the District. This section shall not be retroactive.

**APPENDIX C: SALARY SCHEDULE COLUMN
ADVANCEMENT/DISTRICT PAYMENT OF CERTAIN TRAINING COSTS**

I. CREDIT FOR SALARY COLUMN ADVANCEMENT:

Credit toward advancement between columns on the salary schedule for coursework and staff development activities shall be in accordance with all of the following:

- A. Unit members shall bear all costs for coursework and/or staff development activities in order to receive salary schedule column credit. No credit is earned for coursework and/or activities paid for or reimbursed by the District.
- B. Credit will only be given for units of study successfully completed, provided that the approval of the Superintendent was obtained prior to enrollment in the course. Intent to enroll in a course shall be submitted on the appropriate District form to the Superintendent or designee.
- C. Credit will be given only for units that were successfully completed with at least a grade of "C" or "Pass."
- D. Units approved for salary advancement must be upper division or graduate units from a WASC or other equivalent accredited institution that relate directly to the assignment or possible future assignment of the employee and that do not exceed the units specified in F, G, and H. Units approved must be in an individual's major or minor field or must be significantly related to the unit member's present or demonstrably possible future assignment; for example, to obtain an additional teaching assignment or major or minor that will be of direct benefit to the District.
- E. Units approved shall be recorded in semester units only. One (1) semester unit shall be equal to one (1) salary credit. One (1) quarter unit shall be equal to two-thirds (2/3) of a semester unit.
- F. No more than six (6) units may be earned through lower division college courses. A unit member may be permitted to earn additional lower division credits if the Principal determines that the course will be beneficial.
- G. Credit may be earned for successfully completed in-service/workshops that are related to the unit member's present or demonstrably possible future assignment. Fifteen (15) hours of in-service or workshop time will equal one (1) semester unit. Not more than one (1) semester credit can be acquired in any one (1) weekend workshop/in-service.
- H. No more than twelve (12) units of credit earned during the teaching year will be authorized for column advancement in any one (1) year.
- I. Explanation of the value of a course to the assignment of responsibility must be explained in the "Justification" space provided on the appropriate authorization form.

- J. Up to two (2) District (non-transferable) units may be accrued for each column advancement for pre-approved travel, subject to the following conditions:
1. The unit member shall develop a unit of study related to the place of travel. The unit of study shall be of sufficient length to enhance the student's knowledge of the place(s) visited.
 2. The unit of study shall include photographs and other pertinent materials which will enrich the student's knowledge of the place traveled to.
 3. The unit of study shall be submitted to the principal for approval. A copy shall also be provided to the District.
 4. The unit member shall, upon request, teach the unit to other District classes.

II. DISTRICT PAYMENT OF CERTAIN TRAINING COSTS

Unit members may be required to undertake additional training by law (e.g., BTSA/NCLB "high qualified") or the District may require, request, or encourage unit members to do so (e.g., additional credential/certification or staff development) for a variety of reasons (e.g., in order to remain properly assigned under the law). In these situations, the Superintendent or designee may arrange and agree to pay/reimburse the cost of attending the training (e.g., conference, tuition, books, travel, lodging, food, parking) directly with individual unit members as needed without negotiations with the Association. When payment/reimbursement is made by the District, no credit is available for salary column advancement.

The District shall compensate unit members at their per diem rate of pay for attending District identified trainings outside of the contracted work year with advance, written District approval [*Added effective July 1, 2015*]

APPENDIX D: CERTIFICATED STAFF EVALUATION: FORM A

CORNING UNION ELEMENTARY SCHOOL DISTRICT

PRE-OBSERVATION CONFERENCE NOTES

Teacher	_____	Date	_____
School	_____	Time/Period	_____
Grade/Subject	_____	Teacher Initial	_____
Observer	_____	Observer Initial	_____

1. What will you be teaching during this lesson?
2. What do you expect your students to learn by the end of this lesson (objective)?
3. What activities will you and your students be doing?
4. How will you know if your lesson is successful?

1. Engaging & Supporting All Students in Learning

- ____ a. Connecting students' prior knowledge, life experience & interests
- ____ b. Using a variety of instructional strategies and resources
- ____ c. Facilitating learning experiences – autonomy, interactions, and choice
- ____ d. Engaging students in problem solving, critical thinking, and other skills
- ____ e. Promoting self-directed, reflective learning for all students

2. Create & Maintain Effective Environments For Student Learning

- ____ a. Creating a physical environment that engages all students
- ____ b. Establishing a climate that promotes fairness and respect
- ____ c. Promoting social development and group responsibility
- ____ d. Establishing and maintaining standards for student behavior
- ____ e. Implementing classroom procedures that support learning
- ____ f. Using instructional time effectively

3. Understand & Organize Subject Matter For Student Learning

- ____ a. Demonstrating knowledge of subject matter content
- ____ b. Organizing curriculum to support student understanding
- ____ c. Interrelating ideas and information
- ____ d. Developing student understanding through instructional strategies
- ____ e. Using materials, resources, and technologies

4. Planning Instruction & Designing Learning Experiences For All

- ____ a. Drawing on students' backgrounds, interests & developmental learning needs
- ____ b. Establishing and articulating goals for student learning
- ____ c. Developing and sequencing instructional activities
- ____ d. Designing short-term and long-term plans to foster student learning
- ____ e. Modifying instructional plans for student needs

5. Assessing Student Learning

- ____ a. Establishing and communicating learning goals for all students
- ____ b. Collecting and using multiple sources of information to assess student learning
- ____ c. Involving and guiding all students in assessing their own learning
- ____ d. Using the results of assessments to guide instruction
- ____ e. Communicating with students, families & others about student progress
- ____ f. Evidence of student achievement towards meeting grade level standards on district assessments

6. Developing As A Professional Educator

- ____ a. Reflecting on teaching practice and planning professional development
- ____ b. Establishing professional goals
- ____ c. Working with colleagues to improve professional practice
- ____ d. Balancing professional responsibilities and maintaining a professional attitude
- ____ e. Facilitating the educational program
- ____ f. Maintaining the privacy rights of individuals
- ____ g. Compliance with district rules, regulation, and policies
- ____ h. Maintaining a professional appearance

5. The lesson will be observed using the CSTPs listed above as a guide. On which CSTP would you like specific feedback from the observer? *(The observer will provide specific feedback to Temporary and Probationary Staff on CSTP 2, in addition to any self-selected standards.)*

CORNING UNION ELEMENTARY SCHOOL DISTRICT

CERTIFICATED STAFF EVALUATION: FORM B FORMAL CLASSROOM OBSERVATION NOTES

Teacher _____ Date _____
School _____ Time/Period _____
Grade/Subject _____
Observer _____

1. Evidence of Standards During Observation (Observer will attach all relevant documents)

2. Commendations

3. Recommendations (See CSTPs Marked Below)*

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

1. Engaging & Supporting All Students in Learning

- ___ a. Connecting students' prior knowledge, life experience & interests
- ___ b. Using a variety of instructional strategies and resources
- ___ c. Facilitating learning experiences -- autonomy, interactions, and choice
- ___ d. Engaging students in problem solving, critical thinking, and other skills
- ___ e. Promoting self-directed, reflective learning for all students

2. Create & Maintain Effective Environments For Student Learning

- ___ a. Creating a physical environment that engages all students
- ___ b. Establishing a climate that promotes fairness and respect
- ___ c. Promoting social development and group responsibility
- ___ d. Establishing and maintaining standards for student behavior
- ___ e. Implementing classroom procedures that support learning
- ___ f. Using instructional time effectively

3. Understand & Organize Subject Matter For Student Learning

- ___ a. Demonstrating knowledge of subject matter content
- ___ b. Organizing curriculum to support student understanding
- ___ c. Interrelating ideas and information
- ___ d. Developing student understanding through instructional strategies
- ___ e. Using materials, resources, and technologies

4. Planning Instruction & Designing Learning Experiences For All

- ___ a. Drawing on students' backgrounds, interests & developmental learning needs
- ___ b. Establishing and articulating goals for student learning
- ___ c. Developing and sequencing instructional activities
- ___ d. Designing short-term and long-term plans to foster student learning
- ___ e. Modifying instructional plans for student needs

5. Assessing Student Learning

- ___ a. Establishing and communicating learning goals for all students
- ___ b. Collecting and using multiple sources of information to assess student learning
- ___ c. Involving and guiding all students in assessing their own learning
- ___ d. Using the results of assessments to guide instruction
- ___ e. Communicating with students, families & others about student progress
- ___ f. Evidence of student achievement towards meeting grade level standards on district assessments

6. Developing As A Professional Educator

- ___ a. Reflecting on teaching practice and planning professional development
- ___ b. Establishing professional goals
- ___ c. Working with colleagues to improve professional practice
- ___ d. Balancing professional responsibilities and maintaining a professional attitude
- ___ e. Facilitating the educational program
- ___ f. Maintaining the privacy rights of individuals
- ___ g. Compliance with district rules, regulation, and policies
- ___ h. Maintaining a professional appearance

**Area(s) of Concern indicated in the CSTPs, above, may be followed with a Plan of Assistance*

CORNING UNION ELEMENTARY SCHOOL DISTRICT

CERTIFICATED STAFF EVALUATION: FORM C POST-OBSERVATION CONFERENCE FORM

Teacher _____ Date _____
School _____ Time/Period _____
Grade/Subject _____
Observer _____

1. How do you think the lesson went?
2. Discussion of Formal Classroom Observation Notes / Evidence
3. Strength(s) Observed During the Lesson
 - a. Administrator Comments
 - b. Teacher Comments
4. If Area(s) of Concern Are Identified by an Observer, Indicate CSTPs and Specific Elements Marked on Form B
 - a. Administrator Comments
 - b. Teacher Comments

☐ Plan of Assistance Attached

CERTIFICATION: *I acknowledge that I have seen this observation summary and have been provided with suggestions where improvement in performance is indicated. I understand that a copy of this document shall be placed in my personnel file in ten (10) work days and that I have the right to respond in writing and, if I choose to do so, my response shall be attached to the copy placed in my personnel file. I also understand that my signature does not necessarily mean that I agree with this summary.*

TEACHER SIGNATURE

OBSERVER SIGNATURE / TITLE

DATE

DATE

CORNING UNION ELEMENTARY SCHOOL DISTRICT

CERTIFICATED STAFF EVALUATION: FORM D PLAN OF ASSISTANCE AND GOAL SETTING FORM

Teacher _____ Date _____
School _____ Time/Period _____
Grade/Subject _____
Observer _____

This form is to be used when the Certificated Employee's Formal Classroom Observation Form and Post-Observation Conference Form indicate *Plan of Assistance* is needed and/or Summative Evaluation indicates *Unsatisfactory and/or Needs Improvement*.

CSTP Area(s) of Concern (As Indicated on Form B)

1. Engaging & Supporting All Students in Learning

- ____ a. Connecting students' prior knowledge, life experience & interests
- ____ b. Using a variety of instructional strategies and resources
- ____ c. Facilitating learning experiences – autonomy, interactions, and choice
- ____ d. Engaging students in problem solving, critical thinking, and other skills
- ____ e. Promoting self-directed, reflective learning for all students

2. Create & Maintain Effective Environments For Student Learning

- ____ a. Creating a physical environment that engages all students
- ____ b. Establishing a climate that promotes fairness and respect
- ____ c. Promoting social development and group responsibility
- ____ d. Establishing and maintaining standards for student behavior
- ____ e. Implementing classroom procedures that support learning
- ____ f. Using instructional time effectively

3. Understand & Organize Subject Matter For Student Learning

- ____ a. Demonstrating knowledge of subject matter content
- ____ b. Organizing curriculum to support student understanding
- ____ c. Interrelating ideas and information
- ____ d. Developing student understanding through instructional strategies
- ____ e. Using materials, resources, and technologies

4. Planning Instruction & Designing Learning Experiences For All

- ____ a. Drawing on students' backgrounds, interests & developmental learning needs
- ____ b. Establishing and articulating goals for student learning
- ____ c. Developing and sequencing instructional activities
- ____ d. Designing short-term and long-term plans to foster student learning
- ____ e. Modifying instructional plans for student needs

5. Assessing Student Learning

- ____ a. Establishing and communicating learning goals for all students
- ____ b. Collecting and using multiple sources of information to assess student learning
- ____ c. Involving and guiding all students in assessing their own learning
- ____ d. Using the results of assessments to guide instruction
- ____ e. Communicating with students, families & others about student progress
- ____ f. Evidence of student achievement towards meeting grade level standards on district assessments

6. Developing As A Professional Educator

- ____ a. Reflecting on teaching practice and planning professional development
- ____ b. Establishing professional goals
- ____ c. Working with colleagues to improve professional practice
- ____ d. Balancing professional responsibilities and maintaining a professional attitude
- ____ e. Facilitating the educational program
- ____ f. Maintaining the privacy rights of individuals
- ____ g. Compliance with district rules, regulation, and policies
- ____ h. Maintaining a professional appearance

- a. Goal:
- b. Specific Recommendation(s) for Improvement:
- c. Assistance to Be Provided (Indicate Any Estimated Costs):
- d. Timeline:
- e. Follow-Up Meeting Dates to Monitor Progress:

TEACHER SIGNATURE _____

DATE _____

OBSERVER SIGNATURE/TITLE _____

DATE _____

Signature of the Employee does not constitute agreement with or endorsement of the comments above made by the Observer.

CORNING UNION ELEMENTARY SCHOOL DISTRICT
SUMMATIVE EVALUATION OF TEACHING PERFORMANCE: Form E

Based upon the attached CSTP Matrix

Teacher _____ Date _____
School _____
Grade/Subject _____
Period Covered by this Evaluation _____

Status of Teacher: ☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Ratings:

Unsatisfactory - Does not meet standards. (This rating demonstrates consistently unacceptable performance. Specific recommendations for overcoming the stated areas needing improvement shall be presented by the supervisor.)

Needs Improvement / Developing - In first or second year teachers, this rating indicates that the teacher is developing. In tenured teachers, this rating indicates a lack of consistently acceptable performance.

Proficient - Meets or Exceeds Standards. (This rating consistently demonstrates consistently acceptable performance.)

OVERALL EVALUATION AND EMPLOYMENT RECOMMENDATION

☐ Proficient ☐ Needs Improvement/Developing ☐ Unsatisfactory

For Temporary and Probationary Staff Only:

☐ Satisfactory (Retain) ☐ Satisfactory (But Must Show Improvement)

☐ Unsatisfactory (Retention Not Recommended)

CERTIFICATION: I acknowledge that I have seen this evaluation and have been provided with suggestions where improvement in performance is indicated. I understand that a copy of this document shall be placed in my personnel file in ten (10) work days and that I have the right to respond in writing and, if I choose to do so, my response shall be attached to the copy placed in my personnel file. I also understand that my signature does not necessarily mean that I agree with this summary.

TEACHER SIGNATURE

OBSERVER SIGNATURE / TITLE

DATE

DATE

COPY TO PERSONNEL OFFICE

TEACHING STANDARD #1: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

ELEMENT	*UNSATISFACTORY	NEEDS IMPROVEMENT / DEVELOPING	PROFICIENT
1a) <i>Connecting students' prior knowledge, life experience, and interests with learning goals</i>	The teacher makes no connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher does not elicit student questions or comments during a lesson. <input type="checkbox"/>	The teacher makes some connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher elicits some questions from students during a lesson to monitor their understanding. <input type="checkbox"/>	The teacher makes substantial connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher elicits and uses questions from students during a lesson to extend their understanding. <input type="checkbox"/>
1b) <i>Using a variety of instructional strategies to respond to students' diverse needs</i>	The teacher uses instructional strategies, but they lack variety, are poorly carried out, or are inappropriate to the students or to the instructional goals. No adjustments are made to respond to students' needs. <input type="checkbox"/>	The teacher uses a selection of instructional strategies that are largely appropriate to the students and the instructional goals, but they may lack variety or may not be responsive to students' needs. <input type="checkbox"/>	The teacher uses a variety of instructional strategies that are appropriate to the students and the instructional goals. The teacher carries these strategies out thoughtfully, making some adjustments to respond to students' needs. <input type="checkbox"/>
1c) <i>Facilitating learning experiences that promote autonomy, interaction, and choice</i>	Learning experiences are directed by the teacher, permitting no student autonomy, interaction, or choice. <input type="checkbox"/>	Learning experiences are directed by the teacher and allow limited student autonomy, interaction and choice. <input type="checkbox"/>	Learning experiences are facilitated by the teacher to promote constructive interactions, autonomy, and choice, and to encourage and support student involvement in learning. <input type="checkbox"/>
1d) <i>Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful</i>	No learning opportunities are provided for students to engage in problem solving, analysis, or inquiry within or across subject matter areas. <input type="checkbox"/>	Some learning opportunities are provided for students to engage in problem solving, analysis, or inquiry within or across subject matter areas, but little support is given to develop necessary skills. <input type="checkbox"/>	Learning opportunities and support are provided for students to engage in problem solving, and in investigating and analyzing subject matter concepts and questions within subject matter areas. <input type="checkbox"/>
1e) <i>Promoting self-directed, reflective learning for all students</i>	No opportunities are provided for students to initiate their own learning or to monitor their own work. <input type="checkbox"/>	Students' learning is directed and monitored by the teacher, and some opportunities are provided for students to reflect on their work individually. <input type="checkbox"/>	Students are supported in developing the skills needed to monitor their own learning during activities. Students reflect on and talk about their own work with peers. <input type="checkbox"/>

Comments:

TEACHING STANDARD #2: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

<i>ELEMENT</i>	<i>*UNSATISFACTORY</i>	<i>NEEDS IMPROVEMENT / DEVELOPING</i>	<i>PROFICIENT</i>
2a) <i>Creating a physical environment that engages all students</i>	The physical environment does not support student learning. There are one or more safety hazards, and materials are difficult to access when needed. <input type="checkbox"/>	The physical environment is arranged for safety and accessibility, and it facilitates individual student engagement in learning. <input type="checkbox"/>	The arrangement of the physical environment ensures safety and accessibility. Most students work well individually or together as they participate in learning activities. <input type="checkbox"/>
2b) <i>Establishing a climate that promotes fairness and respect</i>	The classroom climate is characterized by unfairness or disrespect, either between the teacher and students or among students. Students are unwilling to take risks. Teacher response to inappropriate behaviors is unfair or inequitable. <input type="checkbox"/>	A climate of fairness, caring, and respect is established by the teacher for most students, but few students take risks and the teacher does little to encourage them. For the most part, the pattern of teacher response to inappropriate behavior is fair and equitable. <input type="checkbox"/>	A climate of fairness, caring, and respect is maintained by the teacher, and students are encouraged to take risks and be creative. The pattern of teacher response to inappropriate behavior is fair and equitable. <input type="checkbox"/>
2c) <i>Promoting social development and group responsibility</i>	Students' social development, self-esteem, and diversity are not supported, and students have no sense of responsibility for each other. <input type="checkbox"/>	Students respect each other's differences most of the time and work together moderately well. The teacher provides limited opportunities for students to assume responsibility. <input type="checkbox"/>	Students respect each other's differences and work independently and collaboratively, taking responsibility for themselves and their peers. <input type="checkbox"/>
2d) <i>Establishing and maintaining standards for student behavior</i>	No standards for behavior appear to have been established, or students are confused about what the standards are. <input type="checkbox"/>	Standards for behavior have been established by the teacher, and the teacher's response to student behavior is generally appropriate. <input type="checkbox"/>	Standards for behavior are established, are clear to all students, and are maintained by the teacher. The teacher's response to student behavior is appropriate. <input type="checkbox"/>
2e) <i>Planning and implementing classroom procedures and routines that support student learning</i>	Classroom procedures and routines have not been established or are not being enforced. <input type="checkbox"/>	Procedures and routines have been established and work moderately well, with little loss of instructional time. <input type="checkbox"/>	Procedures and routines work smoothly, with no loss of instructional time. <input type="checkbox"/>
2f) <i>Using instructional time effectively</i>	Learning activities are often rushed or too long, and transitions are rough or confusing, resulting in a loss of instructional time. <input type="checkbox"/>	Instructional time is paced so that most students complete learning activities. Transitions used to move students into new activities are generally effective. <input type="checkbox"/>	Pacing of the lesson is appropriate to the activities and enables all students to engage successfully with the content. Transitions are smooth. <input type="checkbox"/>

Comment:

TEACHING STANDARD #3: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

ELEMENT	*UNSATISFACTORY	NEEDS IMPROVEMENT / DEVELOPING	PROFICIENT
3a) <i>Demonstrating knowledge of subject matter and student development</i>	The teacher's working knowledge of subject matter and student development is inconsistently evident, does not adequately support students' learning, or may not be current. <input type="checkbox"/>	The teacher's working knowledge of subject matter and basic principles of student development reflects a single perspective, supports some students' learning, and is usually current. <input type="checkbox"/>	The teacher's working knowledge of subject matter and basic principles of student development incorporates different perspectives, supports all students' learning, and is current. <input type="checkbox"/>
3b) <i>Organizing curriculum to support student understanding of subject matter</i>	The curriculum is not organized and it rarely demonstrates concepts, themes, and skills; rarely values different perspectives or rarely supports students' understanding of core concepts. <input type="checkbox"/>	The curriculum is loosely organized, inconsistently demonstrates concepts, themes, and skills without revealing or valuing different perspectives; and supports an understanding of core concepts for some students. <input type="checkbox"/>	The curriculum is organized and sequenced; demonstrates concepts, themes, and skills; reveals and values different perspectives; and supports an understanding of core concepts for all students. <input type="checkbox"/>
3c) <i>Interrelating ideas and information within and across subject matter areas</i>	The teacher presents curriculum without identifying or integrating key concepts and information, or does not relate content to previous learning in order to support students' understanding. <input type="checkbox"/>	The teacher identifies some key concepts and information within the curriculum, and attempts to relate content to previous learning without extending students' understanding. <input type="checkbox"/>	The teacher identifies and integrates key concepts and information within the curriculum, relates content to students' lives, and uses previous learning to extend students' understanding. <input type="checkbox"/>
3d) <i>Developing student understanding through instructional strategies that are appropriate to the subject matter</i>	Instructional strategies are not appropriately matched to subject matter content or concepts, and do not encourage students to think critically or to extend their knowledge. <input type="checkbox"/>	The teacher may use a few strategies to make the content accessible to students, and may encourage some students to think critically or to extend their knowledge of subject matter. <input type="checkbox"/>	The teacher uses appropriate instructional strategies to make content accessible to students, to encourage them to think critically, and to extend their knowledge of subject matter. <input type="checkbox"/>
3e) <i>Using materials, resources, and technologies to make subject matter accessible to students</i>	Instructional materials, resources and technologies are either not used or used inappropriately. Materials do not accurately reflect diverse perspectives. <input type="checkbox"/>	Instructional materials, resources, and technologies are used infrequently to convey key subject matter concepts. Materials may reflect diverse perspectives. <input type="checkbox"/>	Instructional materials, resources, and technologies support the curriculum and promote students' understanding of content and concepts. Materials reflect diverse perspectives. <input type="checkbox"/>

Comment:

TEACHING STANDARD #4: PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

ELEMENT	*UNSATISFACTORY	NEEDS IMPROVEMENT / DEVELOPING	PROFICIENT
4a) Drawing on and valuing students' backgrounds, interests, and developmental learning needs	Instructional plans do not match or reflect students' backgrounds, experiences, interests, and developmental needs, and do not support student's learning. <input type="checkbox"/>	Instructional plans are partially drawn from information about students' backgrounds, experiences, interests, and developmental needs to support students' learning. <input type="checkbox"/>	Instructional plans reflect students' backgrounds, experiences, interests and developmental needs to support student's learning. <input type="checkbox"/>
4b) Establishing and articulating goals for student learning	Instructional goals are not established or do not address students' language, experience, or home and school expectations. Expectations for students are low. <input type="checkbox"/>	Some instructional goals address students' language, experience, and/or home and school expectations. Expectations for students are inconsistent. <input type="checkbox"/>	Short-term and long-term instructional goals are based on students' language, experiences, or home and school expectations. Goals are appropriately challenging for most students and represent valuable learning. Expectations for students are generally high. <input type="checkbox"/>
4c) Developing and sequencing instructional activities and materials for student learning.	Instructional activities and materials are not appropriate to the students, or the instructional goals do not engage students in meaningful learning. Activities are not logically sequenced. <input type="checkbox"/>	Instructional activities and materials are partially appropriate to students and the learning goals, and engage some students in meaningful learning. Some activities are logically sequenced within individual lessons. <input type="checkbox"/>	Instructional activities and materials are appropriate to students and the learning goals, make content and concept relevant, and engage most students in meaningful learning. Activities are logically sequenced within individual lessons. <input type="checkbox"/>
4d) Designing short-term and long-term plans that foster student learning	Individual lesson plans have little or no relation to long-term goals, or a unit plan has little recognizable structure. <input type="checkbox"/>	Long-term plans have a recognizable structure, although the sequence of the individual lessons is uneven and only partially helps students develop conceptual understanding. <input type="checkbox"/>	Long-term plans have a coherent structure, with learning activities in individual lessons well sequenced to promote understanding of concepts. <input type="checkbox"/>
4e) Modifying instruction plans to adjust for student needs	Instructional plans are not modified, in spite of evidence that modifications would improve student learning. <input type="checkbox"/>	Modifications to instructional plans address only superficial aspects of the lesson. <input type="checkbox"/>	Instructional plans are modified as needed to enhance student learning based on formal and informal assessment. <input type="checkbox"/>

Comment:

TEACHING STANDARD #5: ASSESSING STUDENT LEARNING

ELEMENT	*UNSATISFACTORY	NEEDS DEVELOPING	PROFICIENT
5a) Establishing and communicating learning goals for all students	Few or no learning goals are established. Learning goals are not revised or clearly communicated to students or families. <input type="checkbox"/>	Learning goals are established to meet school and district expectations. Goals are communicated to all students without revision. <input type="checkbox"/>	Learning goals are established in relation to students' needs and the curriculum, and meet district and state expectations. Goals are communicated to all students and their families, and are revised as needed. <input type="checkbox"/>
5b) Collecting and using multiple sources of information to assess student learning	The teacher uses no consistent sources of information to assess student learning and/or uses assessment strategies that are not appropriate to students' learning. <input type="checkbox"/>	The teacher uses one or two sources of information to assess student learning and one or two assessment strategies to understand student's progress. <input type="checkbox"/>	The teacher uses a variety of sources to collect information about student learning and several appropriate assessment strategies to understand student progress. <input type="checkbox"/>
5c) Involving and guiding all students in assessing their own learning	The teacher does not encourage students to reflect on or assess their own work. <input type="checkbox"/>	Student reflection is encouraged and guided by the teacher during some activities. Opportunities are provided for students to discuss work with peers. <input type="checkbox"/>	Student reflection and self-assessment are included in most learning activities. The teacher models skills and assessment strategies to help students understand their own work and discuss it with peers. <input type="checkbox"/>
5d) Using the results of assessment to guide instruction	Information about student learning is inappropriately or not used by the teacher to plan, guide, or adjust instruction. <input type="checkbox"/>	Information from a limited range of assessments is used to plan learning activities and may support class needs and achievement. Assessments are occasionally used to adjust instruction while teaching. <input type="checkbox"/>	Information from a variety of assessments is used to plan and modify learning activities, as well as to meet class and individual student needs and achievement. Assessments are occasionally used to adjust instruction while teaching. <input type="checkbox"/>
5e) Communicating with students, families, and other audiences about student progress	The teacher provides some information about student learning to students, families, and support personnel, but the information is incomplete or unclear. <input type="checkbox"/>	The teacher provides information about student learning to students, families and support personnel to promote understanding and academic progress. <input type="checkbox"/>	The teacher regularly exchanges information about student learning with students, families, and support personnel in ways that improve understanding and encourage academic progress. <input type="checkbox"/>
5f) Evidence of student achievement towards meeting grade level standards on district assessments Comment:	Students are not making yearly progress toward grade level standards. <input type="checkbox"/>	Students are demonstrating limited yearly progress toward grade level standards. <input type="checkbox"/>	Students are demonstrating yearly progress toward grade level standards. <input type="checkbox"/>

TEACHING STANDARD #6: DEVELOPING AS A PROFESSIONAL EDUCATOR

ELEMENT	*UNSATISFACTORY	NEEDS IMPROVEMENT / DEVELOPING	PROFICIENT
6a) Reflecting on teaching practice and planning professional development	The teacher may reflect on specific problems or areas of concern in his/her teaching practice, but rarely uses reflection to assess growth over time or to plan professional development. <input type="checkbox"/>	The teacher reflects on some lessons and areas of concern in his/her teaching practice, assesses growth in these areas with assistance, and may use reflection to plan professional developments. <input type="checkbox"/>	The teacher reflects on his/her teaching practice in relation to areas of concern and student learning, assesses growth over time, and may use reflection to plan professional development. <input type="checkbox"/>
6b) Establishing professional goals and pursuing opportunities to grow professionally	Professional goals are not established to guide practice. The teacher rarely pursues opportunities to develop new knowledge or skills, or to participate in the professional community. <input type="checkbox"/>	Professional goals are established with assistance. The teacher pursues some opportunities to acquire new knowledge and skills, but infrequently participates in the professional community. <input type="checkbox"/>	Professional goals are developed and the teacher pursues opportunities to acquire new knowledge and skills, and participates in the professional community. <input type="checkbox"/>
6c) Working with colleagues to improve professional practice.	The teacher rarely converses with colleagues, rarely seeks out other staff to meet student needs, and rarely participates in school or district events or learning activities. <input type="checkbox"/>	The teacher engages in dialogue with some colleagues, seeks out staff to help meet students' needs and participates in some school-wide events. <input type="checkbox"/>	The teacher engages in dialogue with colleagues, collaborates with staff to meet students' needs and participates in school-wide events. <input type="checkbox"/>
6d) Balances professional responsibilities and maintains a professional attitude.	The teacher rarely organizes and uses time effectively in association with professional duties or maintains a professional attitude. <input type="checkbox"/>	The teacher occasionally organizes and uses time effectively in association with professional duties or maintains a professional attitude. <input type="checkbox"/>	The teacher often organizes and uses time effectively in association with professional duties or maintains a professional attitude. <input type="checkbox"/>
6e) Facilitates the educational program of the school district by submitting records and reports accurately, promptly and efficiently.	Teacher rarely submits records that are accurate and / or on time. <input type="checkbox"/>	Teacher occasionally submits records that are accurate and / or on time. <input type="checkbox"/>	Teacher records are accurate and submitted promptly and efficiently. <input type="checkbox"/>
6f) Maintains the privacy rights of individuals.	Fails to maintain the privacy rights of individuals. <input type="checkbox"/>	Teacher occasionally fails to maintain the privacy rights of individuals. <input type="checkbox"/>	Teacher maintains the privacy rights of individuals. <input type="checkbox"/>
6g) Complies with district – established rules, regulations, policies, contract and laws. i.e. being punctual to class, duties and assignments.	Maintains conduct that is not consistent with the rules, regulations, policies, contracts, and laws of the district. <input type="checkbox"/>	On most occasions, utilizes sound judgment and integrity when applying the rules, regulations, policies, contracts, and laws of the district. <input type="checkbox"/>	Utilizes sound judgment and integrity when applying the rules, regulations, policies, contracts and laws of the district. <input type="checkbox"/>

Comment:

TEACHING STANDARD #6: DEVELOPING AS A PROFESSIONAL EDUCATOR			
ELEMENT	*UNSATISFACTORY	NEEDS IMPROVEMENT / DEVELOPING	PROFICIENT
6h) <i>Maintains a professional appearance.</i>	Teacher fails to maintain dress appropriate to the profession and / or activity.	Teacher maintains dress appropriate to the profession and/or activity.	Teacher maintains a professional appearance that is a role model for students and appropriate for the activity.
Comment:			

APPENDIX E: MEMORANDUM OF UNDERSTANDING-TEACHER ADJUNCT DUTIES

The Corning Union Elementary School District and the Corning Elementary Teachers Association agree as follows:

Background:

On January 29, 2007, the parties adopted Appendix H (M.O.U. re Proposals on Professional Work Day) as part of their 2005-2006 and 2006-2007 negotiations settlement. Appendix H, section 5 established a joint committee to review disparities between schools in performance of teacher non-paid adjunct duties and to recommend solutions to the bargaining teams for further negotiations.

Committee Effort:

The joint committee met between January-March 2008 and made the following findings:

1. This review is limited to unpaid adjunct duties outside instructional time. It did not address adequate pay for coaching, clubs, intramurals or other paid activities.
2. A system to carry out necessary adjunct duties has been applied fairly and equitable at the elementary schools. There is no need to adopt more formal procedures at this time.
3. The current system of implementing adjunct duties at Maywood Middle School is not working well and needs addressed. A Memorandum of Understanding (Exhibit E) adopted in 2002 is not being implemented in that some teachers are undertaking more than three (3) adjunct duties and some teachers are accepting less than three (3) activities. There is also a concern that some teachers are being directed to volunteer.
4. The Committee recommends revising the 2002 M.O.U. limited to Maywood School to address the identified concerns as follows:

Maywood School Adjunct Duties:

1. The Principal of Maywood School shall establish a sign-up sheet containing the various extra duty assignments.
2. Each Maywood teacher will sign up for at least one (1) dance and two (2) other adjunct duties. An adjunct duty shall be defined as supervision of an extracurricular activity of three (3) hours or less.
3. Unit members who do not sign up for the requisite number of extra duty assignments shall be asked to volunteer prior to being assigned extra duty.
4. The District and the Association agree that this procedure will be reviewed after the 2009-2010 school year upon written request of either party.

CORNING UNION ELEMENTARY
SCHOOL DISTRICT

CORNING ELEMENTARY
TEACHERS ASSOCIATION

By: /s/ Wes Grossman

By: /s/ Tim Linnet

Date: November 14, 2008

Date: November 14, 2008

**APPENDIX F: SPECIAL EDUCATION STUDENTS WHO ARE
SEVERELY PHYSICALLY AND/OR EMOTIONALLY HANDICAPPED**

1. When proposing to place a student with exceptional needs into a general education classroom, the general education teacher shall be notified and have the right to be included in the IEP. Necessary additional services, as determined by the IEP team, will be provided in order to guarantee a smooth transition.
2. The District will consider the needs and requirements of special education students when loading classes. Consideration will be given to balancing loads based on student needs.
3. Whenever reasonably possible, IEP and other special education meetings will be scheduled during regular work hours of the teacher members, not during the instructional day.
4. General education classroom teachers will not be required to perform medical or personal hygiene tasks as part of their duties, but should be familiar with possible medical needs and how these needs might be met.
5. All students who are disruptive to the learning process will be dealt with by the teacher and administration, using rules of due process.
6. Within the IEP, it shall be clearly spelled out who is responsible for making the daily decisions that involve the medical status for the student.
7. Any time spent at the request of the District Administration by the general education classroom teacher on in-service and/or meetings beyond the normal IEP process which deals with special needs of the student on a day the unit member is not scheduled to work, will be compensated at the District hourly rate of the current salary schedule.
8. Every effort will be made to establish a clear chain of command and responsibility between District and County personnel.
9. General education classroom teachers will receive in-service on the working of the special education process.

APPENDIX G: MINIMUM DAY COLLABORATION PROGRAM

Section 4.13 of the CETA Agreement shall be implemented consistent with the following language:

The Corning Elementary Teachers Association and the Corning Union Elementary School District believe that the students of our community are best served at school sites where there is open dialog and collaboration between unit members and administration. The goal of collaboration is to provide staff and administration opportunities to share in the ownership and responsibility for some of the site decisions.

Collaboration and shared decision-making means that the administration and teachers will share in decision-making processes with the expectation that all teachers will have a voice. Collaboration and shared decision-making are processes for obtaining input, identifying issues and interests, identifying options, developing, implementing and evaluating programs. Collaboration and shared decision making are methods to facilitate some decisions that are fundamental to the successful operation of the school site and the improvement of student performance. The parties' intent is that collaboration time be meaningful to unit members and addresses their instructional/program issues.

The following requirements will apply to the minimum day collaboration program:

1. Except as provided in paragraph 3, faculty meetings, in-services, data release days, district directed grade level meetings and or other district meetings shall be held on minimum days and shall not comprise more than 50% of the total annual time allotment. Teacher collaboration time shall make up the other 50%. During the 50% collaboration time, teachers and other participants will meet to discuss curriculum planning and to address the needs of their classroom and target students. Such discussion should address grade level/department planning; curriculum mapping/lesson planning/unit planning; inter/intra site or inter-district collaboration; collaborative scoring, recording and reporting related to district and/or site assessments; creating tests/quizzes within grade level or department. The District will agree to meet and confer with CETA regarding the scheduling/placement of the District-directed professional development days.
2. Collaboration days shall end at the end of the seven and one half-hour work day.
3. Faculty meetings, staff meetings, grade level meetings, in-service meetings or district meetings scheduled for non-minimum, student instructional days shall be limited to one per month. Any additional faculty, staff, grade level or district meeting beyond this limit called by the superintendent or principal must be based upon an immediate need (e.g. circumstances involving school or student safety, school operations, an emergency, etc.) and not be a series of on-going meetings for normal business.
4. There shall be an on-going evaluation process designed by administrators and teachers that polls all teachers and administrators to encourage honest, constructive feedback in order to better plan for future minimum days. Evaluations will be

developed by the DSLT and will occur at the end of each of the first two trimesters. The third trimester evaluation will occur prior to the beginning of 2010-2011 negotiations. The District will notify CETA of the deadlines for each evaluation process. CETA may, at its option, develop and administer its own evaluation polls. CETA may provide such poll results to the DSLT sufficiently in advance of each deadline to allow consideration by the DSLT.

5. If at the end of any school year either party has serious concerns about the success of the minimum day program or the implementation of the processes described above, CETA or the District may request a meeting within 20 days to review the concerns. After the meeting is held, the District will respond in writing regarding any changes to the program or its mutual agreement to end the program. In addition, either party may use an additional reopener to those provided in section 14.7.2 in any year in negotiations to revise or end the program.

**APPENDIX H: MEMORANDUM OF UNDERSTANDING
LCFF K-3 CLASS SIZE WAIVER**

**MEMORANDUM OF UNDERSTANDING
LCFF K-3 CLASS SIZE WAIVER**

Corning Union Elementary School District and Corning Elementary Teachers Association

October 3, 2017

WHEREAS, as a condition of receiving additional Grade Span Adjustment ("GSA") funding for K-3 class size reduction under the Local Control Funding Formula ("LCFF"), a district is required to make progress toward maintaining an average class enrollment of not more than 24 pupils at each school site in kindergarten and grades 1 to 3 upon full implementation of the LCFF, as such progress is defined in Education Code section 42238.02; and


WHEREAS, the Corning Union Elementary School District ("CUESD") intends to fully comply with the LCFF and subsequent guidelines and regulations of the California Department of Education (CDE) upon full implementation of the LCFF, as set forth in Education Code section 42238.02(d)(3)(D); and

WHEREAS, Education Code section 42238.02(d) (3) (B) authorizes a district to collectively bargain an alternative annual average class size enrollment for each school site.

NOW THEREFORE, CUESD and the Corning Elementary Teachers Association ("CETA") hereby agree as follows:

1. CUESD shall meet the 24:1 average class size in grades K-3 at each school site upon full implementation of LCFF, but commencing with the 2013-2014 school year and continuing until final implementation of LCFF, CUESD shall maintain an alternative annual average class size enrollment at each school site for grades K-3 except Rancho Tehama School of not more than 26 to 1. For the same period of time, CUESD shall maintain an alternative annual average class size enrollment at Rancho Tehama School of not more than 27 to 1.
2. Effective for the 2018-2019, CUESD shall maintain an alternative annual average class size enrollment at each school site for grades TK-3 except Rancho Tehama School of not more than 25 to 1. Effective for the 2018-2019 school year, CUESD shall maintain an alternative annual average class size enrollment at Rancho Tehama School of not more than 26 to 1.
3. In the event compliance with the foregoing agreements may result in penalties which will reduce or eliminate the additional GSA funding for K-3 class size reduction, the parties agree to promptly meet upon the request of either party to negotiate an alternative class size enrollment agreement that shall maintain full GSA funding.
4. Notwithstanding the limitations in section 14.7.2 of the parties' collective bargaining agreement, either CUESD or CETA may request to reopen negotiation of this MOU for any future school year until final implementation of LCFF.

For CUESD:



DATE 10/3/17

For CETA:



DATE

10/3/17
10/3/17

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