

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

AND

**THE CORONA-NORCO TEACHERS ASSOCIATION/
CALIFORNIA TEACHERS ASSOCIATION/
NATIONAL EDUCATION ASSOCIATION**

THE CORONA-NORCO UNIFIED SCHOOL DISTRICT

July 1, 2015 to June 30, 2018

Year 2: 7/1/16 – 6/30/17

Ratified by CNTA on April 21, 2016

Yes: 84.2% No: 15.8%

**Approved by CNUSD Board of Trustees on
May 3, 2016**

A RELATIONSHIP COMPACT

Purpose

The Corona Norco Teachers' Association and the Corona Norco Unified School District are committed to our innovative professional relationship.

The Association and the District have successfully established and maintained a collaborative relationship based upon the principles and strategies that underpin Interest Based Bargaining since the early 1990's. Our desire is to build, maintain, and expand relationships based upon these principles and strategies throughout the District.

The foundation of these relationships will transcend the differences in interests, will endure the changes in leadership of both organizations, and will extend beyond the legal and contractual requirements.

A "tenet" is defined as an established fundamental belief. The Association and the District have identified four chief tenets that are the essential components of this innovative relationship:

- I. process based collaboration
- II. strong trust
- III. flexible and focused leadership
- IV. vigorous communication

Together, both parties will use this compact to model and practice behaviors that promote an enduring cooperation.

Tenet Number I: COLLABORATION

"Alone we can do so little; together we can do so much." -- Helen Keller

Our relationship will be founded on a model of interest based collaboration. The process of solving problems will require collaborative attention and a commitment to the concept that the most effective resolutions come out of high functioning teams. Organized groups with a sincere commitment to this process, provide the opportunity for rich discussion. That interdependence of the group deepens learning and fuels the energy necessary for creatively solving the complex challenges.

Tenet Number II: TRUST

"Trust is the foundation of real teamwork, and that teamwork begins by building trust." -- Patrick Lencioni

In an interest based collaborative relationship we agree that trust is essential, and is the foundation of a successful problem solving process. An organizational

relationship that is grounded in behaviors of trust will promote the needed discussion, debate, and creativity to meet the demands of district wide challenges. We will identify and use consistent behaviors that build trust, and serve to strengthen the working relationship between the Association and District.

Tenet III: LEADERSHIP

“Leadership is solving problems.” -- Colin Powell

Our commitment to interest based collaboration will serve as a model of effective behaviors and interactions for all individuals, teams, and groups in the district. Leadership is practiced not so much in words as in attitude and in actions. Our attitude towards district wide problem solving will be proactive, solution oriented and focused on common interests in order to provide the leadership needed to meet the challenges of an ever changing educational environment. This leadership tenet will provide a collective value to CNUSD.

Tenet IV: COMMUNICATION

“Communication is the real work of leadership.” -- Nitin Nohria

Our relationships and daily work will be based in effective communication. We believe in timely and transparent behaviors that build upon an established trust, and the belief that all stakeholders must be well informed. It is important that we use multiple strategies of communication to meet the varied needs of those who have tasked us to lead. The quote by Steven Covey, “Seek first to understand, then be understood,” is the basis for communication in a thriving organization.

Actions to Support the Compact

A common interest is the expansion of the Interest Based Bargaining principles and strategies to decision-making beyond the negotiating table.

- Ongoing Professional Development
- Leadership Training
- Interest Based Decision Making Training (Trainer of Trainers Model)
- Identification of areas for ACBD (Always Consult Before Deciding)
- Provide opportunities for facilitated practice
- Expand methods and strategies of communication
- Develop a team of process facilitators

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ARTICLE 1. AGREEMENT

1 1.1 This Agreement is made and entered into this 1st day of July 2015, by and between the
2 Corona-Norco Unified School district (hereinafter referred to as District) and the Corona-
3 Norco Teachers Association/California Teachers Association/National Education
4 Association (hereinafter referred to as "Association"), the recognized exclusive
5 representative of the unit members as defined in Article 2.

6 2.1 The District and the Association recognize the extraordinary economic circumstance
7 facing the State of California and the need to call for extraordinary measures. The
8 District and the Association have collaboratively developed solutions that protect jobs,
9 programs for the students, and District solvency. The District and the Association agree,
10 upon restoration, either party may propose to reinstate any of these Articles as part of
11 the reopeners on Salary and Fringe. The District and the Association agree to the
12 duration of this agreement from July 1, 2015 through June 30, 2018.

13 3.1 The parties reserve the right to reopen negotiations on any article in this contract by
14 mutual agreement.

ARTICLE 2. RECOGNITION

2.1 The District recognizes the Association as the exclusive representative for those certified unit members employed in the following classifications:

Child Welfare & Attendance Counselor	Resource Specialist (RS)
Classroom Teacher Counselor	Student Advisor
Director of Student Activities	Teacher of Adaptive Physical Education (APE)
Director of Student Athletics	Teacher of Aurally Handicapped (AH)
Gifted/Talented Program Specialist	Teacher of Communication Handicapped (CH)
Gifted/Talented Teacher	Teacher of Home/Hospital Instruction (H&H)
Intern Teacher	Teacher on Special Assignment
Lang/Speech/Hearing Specialist (LSH)	Teacher of Learning Handicapped (LH)
Librarian	Teacher of Mild/Moderate Disabilities
Program Specialist	Teacher of Physically Handicapped (PH)
Psychologist	Teacher of Severely Handicapped (SH)
Language Arts/Reading Specialist	Teacher of Visually Handicapped (VH)
Orientation and Mobility Specialist (OMS)	Temporary Teacher
Regular Probationary or Permanent Adult Ed Teachers	Traveling Teacher

2.2 After the effective date of this Agreement, should the District create classifications of certified unit members in addition to those listed above, such classifications shall be included in the certified unit members' bargaining unit unless such classifications are management, confidential, or supervisory, as defined by the statute.

ARTICLE 2. RECOGNITION

1 2.3 Beginning with the 2005-06 school year, the bargaining unit positions of Athletic
2 Directors and Activities Directors at the comprehensive high schools shall be phased
3 out of the unit and converted to administrative positions. In doing so, the following
4 procedures shall be followed:

5 (a) Except as provided in (b) below, each conversion shall be on a position-by-
6 position basis and shall be converted through attrition.

7 (b) A bargaining unit member currently holding the position of Athletic Director or
8 Activities Director shall be given the choice to remain a member of the
9 bargaining unit or go to the new administrative position if she/he meets the
10 qualifications established by the District.

11 (c) Those remaining in the bargaining unit shall not be removed from the position
12 for the express purpose of converting the position to an administrative
13 position.

14 **Memorandum of Understanding (MOU) between the Corona-Norco Unified**
15 **School District (CNUSD) and the Corona Norco Teachers Association (CNTA)**

16 May 20, 2014

17 This memorandum of understanding is entered into by and between the Corona Norco
18 Unified School District and Corona-Norco Teachers Association concerning Article 2.1,
19 Recognition. The District recognizes the Association as the exclusive representative for
20 Temporary Specialists.

21 Continuing from July 1, 2013, CNUSD shall give employment contracts to Temporary
22 Specialist Employees (Temp Specialists).

23 Article 1-8 shall apply to Temp Specialists.

24 Article 9, Miscellaneous Provisions, shall not apply to Temp Specialists except that:

ARTICLE 2. RECOGNITION

1 Article 9.1-9.14 and 9.17-22 shall apply.

2 Article 10, Hours of Employment, shall not apply to Temp Specialists except that 10.1 will
3 include Temp Specialists as Classroom Teachers, and 10.3 shall apply. The following
4 shall apply:

5 Employment contracts shall be for no longer than 130 days per school year.

6 Temp Specialists hours may not exceed 28.75 work hours per week.

7 Temp Specialists contracts will be 5.75 hours per day plus a 30 minute duty free lunch
8 or 3.5 hours per day.

9 The work week shall be consistent from week to week, but the hours may be flexed
10 with reason notification.

11 Temp Specialists may be used for playground duty, before, during, or after the student
12 day during the regular instructional year if it is within their 5.75 hours and after all other
13 certificated teachers have been offered the available work. They may be used for this
14 purpose during intersessions.

15 Temp Specialists may attend staff meetings, SSTs, IEPs, or PCTs only if inside their
16 contractual work day.

17 Article 11, Unit Member Safety, shall apply to Temp Specialists except that:

18 Article 11.6 and 11.7 shall not apply.

19 Article 12, Class Size, shall not apply. The following shall apply:

20 Class size for a Temp Specialist shall not exceed 34.

21 Temp Specialists shall not be included in calculations to determine class size ratios.

22 Article 13, Leaves, shall not apply. The following shall apply:

23 Temp Specialists shall earn sick leave at a rate of .054 day of leave per full workday of
24 service.

25 This leave is accumulatable as prescribed by statute.

26 Article 13.2 (b), 13.2 (c), 13.3, 13.4, 13.5, 13.8, 13.9, and 13.10 shall apply as
27 applicable per statute.

28 Article 14, Transfer Policy, shall not apply.

29 Article 15, Certificated Unit Member Evaluation Procedures, shall not apply. The following
30 shall apply:

31 The District may evaluate the Temp Specialist at the discretion of the district on the
32 Substitute Teacher Evaluation Form.

ARTICLE 2. RECOGNITION

1 Article 16, Salaries, shall not apply.

2 Temp Specialists shall be paid according to the Salary Schedule for Temp Specialists
3 (attached). This Salary Schedule shall reflect the negotiated salary adjustment.

4 Temp Specialists shall be paid as a Temp Specialist I or II based on the 2016-2017.
5 Temp Specialist Employment Contract/Job Description (attached).

6 Temp Specialists IA (5.75 hours per day) shall receive 15.876 units per day on step 2
7 not to exceed 28.75 hours per week (\$158.76).

8 Temp Specialists IB (5.75) hours per day) shall receive 13.612 units per day on step 3
9 not to exceed 28.75 hours per week (\$204.18).

10 Temp Specialists 1C (5.75 hours per day) shall receive 13.610 units per day on step 4
11 not to exceed 28.75 hours per week (\$272.21).

12 Temp Specialists IA (3.5 hours per day) shall receive 9.664 units per day on step 3 not
13 to exceed 17.5 hours per week (\$96.64).

14 Temp Specialists IB (3.5 hours per day) shall receive 8.286 units per day on step 3 not
15 to exceed 17.5 hours per week (\$124.29).

16 Temp Specialists IC (3.5 hours per day) shall receive 8.285 units per day on step 4 not
17 to exceed 17.5 hours per week (\$165.69).

18 Temp Specialists shall not accumulate experience years to be used for advancement
19 on the Certificated Basic Work Year Salary.

20 Article 17, Unit members benefits shall not apply. The following shall apply:

21 Temp Specialists may individually purchase medical and life insurance benefits through
22 the district at the same rates as Unit Members working at least 138 days in a school
23 year.

24 Article 18, Unit Member Travel, shall apply.

25 Article 19, Part Time employment with Full Retirement Credit, shall not apply.

26 Article 20, Grievance Procedure, shall apply.

27 Article 21, summer School, shall not apply.

28 Article 22, Professional Growth, shall not apply

29 Article 23, Year Round School, shall not apply except that:

30 Article 23.5, 23.8, 23.16 shall apply.

ARTICLE 2. RECOGNITION

1 Article 24, Intermediate Schools, shall not apply.

2 Article 25, Medicare, shall not apply.

3 Article 26, Special Education, shall not apply.

4 Article 27, Educational Innovations, shall not apply.

5 Article 28, Site Based Decision Making shall apply.

6 Article 29, Staff Buy-Back Day Language, shall not apply.

7 Article 30, Peer Assistance and Review, shall not apply.

8 Article 31, Shared Contracts, shall not apply.

9 None of the appendices shall apply.

10 At the discretion of the District, during periods a person is not on a contract as a Temp
11 Specialist, the employee may work as day-to-day and long-term substitutes for the CNUSD so
12 long as these duties are differentiated from those required by their Temp Specialists contracts.

13 Temp Specialists may apply for any openings within the District for which they are qualified.

14 Temp Specialists may be released at the discretion of the District in accordance with the
15 California Education Code.

16 Temp Specialists may not be the teacher of record.

17 Teachers may not be asked to provide input in the evaluation of a Temp Specialist.

18 Teachers working with Temp Specialists will provide academic guidance to the Temp
19 Specialists.

20 Site administration will direct the assignments of the Temp Specialists.

21 Site administration and the teacher will collaborate on the format of instruction provided to the
22 students.

23 Temp Specialists may not begin working until after they have signed the CNUSD Offer of
24 Employment/Temporary Specialist – Certificated (attached) and the designated school
25 receives said contract, approved and signed by the Superintendent of Schools or Authorized
26 Designee.

27 Except as expressly modified herein, the Agreement between the parties shall be unchanged.

28 This Memorandum of Understanding shall constitute the entire agreement of the parties as to
29 this issue and may only be modified or amended in writing, signed by both parties.

30 This MOU shall be in effect from July 1, 2015 through June 30, 2018.

ARTICLE 3. DEFINITIONS

- 1 3.1 Unit Member” refers to any employee who is included in the appropriate unit as
2 defined in Article 2.
- 3 3.2 “School Day” means any day when schools are open and students are in attendance.
- 4 3.3 “Work Day”: means a day that unit members are required to be on duty.
- 5 3.4 A “School Year” or an “Academic Year” begins on the first day of July and ends on
6 the last day of June.
- 7 3.5 “Work Year” refers to the aggregate of workdays assigned to a specific unit member
8 pursuant to Article 10.
- 9 3.6 “Release time” means time during one or more workdays when a unit member is
10 released from duties without loss of pay or other benefits.
- 11 3.7 “Parties’ refers to the Corona-Norco Unified School District and the Corona-Norco
12 Teachers Association/California Teachers Association/National Education
13 Association.
- 14 3.8 “Association” means the Corona-Norco Teachers Association/California Teachers
15 Association/National Education Association.
- 16 3.9 “Board” means the Board of Education of the Corona-Norco Unified school District.
- 17 3.10 “District” means the Corona-Norco Unified School District.
- 18 3.11 “S-day” means a workday without students for the purpose of District/site based in-
19 service for T-track only, a teacher preparation day.
- 20 3.12 “P-day” means a workday without students for the purpose of classroom/lesson
21 preparation planning.
- 22 3.13 “M-day” the district shall maintain six (6) minimum days. The minimum days are for
23 grade-level, cross-grade level, cross track, departmental, or intradepartmental
24 planning and team collaboration. Site staff meetings shall not be scheduled on these
25 minimum days. Unit members are expected to work in appropriate educational
26 settings with colleagues.
- 27 3.14 “Regular Substitute” is a day-to-day substitute for a unit member for 30 or less
28 consecutive working days.
- 29 3.15 “Long-Term Substitute” is a substitute for a unit member for 31 or more consecutive
30 working days.
- 31 3.16 “S/P” means a workday without students – one-half day for the purpose of district/site
32 based in-service; one-half day for the purpose of the classroom/lesson preparation.

ARTICLE 3. DEFINITIONS

1 3.17 “Accredited College or University” means those accredited by associations which are
2 members of the American Council on Education and/or the California Commission on
3 Teacher Credentialing.

ARTICLE 4. MAINTENANCE OF BENEFITS

1 4.1 Unless provided otherwise by this Agreement, no unit member shall be deprived of
2 current benefits granted by law, or existing written Board Policy. No shall any unit
3 member be required to perform duties or assume responsibilities other than those
4 specified in law or existing written Board Policy.

5 4.2 Any subject or matter which was or could have been the subject of negotiations may
6 be reopened for purposes of negotiations by the mutual consent of the District and
7 the Association.

ARTICLE 5. BOARD'S RIGHTS AND DISTRICT POWERS

1 5.1 The District on its own behalf, and on behalf of the electors of the District, hereby
2 retains and reserves unto itself all powers, rights, authorities, duties, and
3 responsibilities conferred upon and vested in it by the Laws and Constitution of the
4 United States and the State of California.

5 5.2 The exercise of the forgoing powers, rights, authorities, duties, and responsibilities by
6 the district, the adoption of policies, rules and regulations, and the practice in
7 furtherance thereof, and the use of judgment and discretion in connection therewith,
8 shall be limited only by the terms and conditions of this Agreement.

9 5.3 The provisions of this article are not intended to expand the rights and powers of the
10 District beyond statutory and constitutional limits or in any manner to waive or
11 diminish the rights of the Association or the unit members as provided by the terms
12 and conditions of this Agreement.

ARTICLE 6. NEGOTIATION PROCEDURES

1 6.1 Interest-Based Negotiations

2 (a) The Association and the District agree that the Relationship Contract
3 (Preamble) shall be used as the basis for negotiations between the parties. It
4 is understood that the Relationship compact is exempt from Article 20,
5 Grievance Procedures, and any and all legal venues.

6 (b) The parties to this agreement do not waive any implies or stated rights under
7 SB 160 (Rodda Act). The parties each reserve the right to serve notice upon
8 the other party that the Relationship Compact (preamble) shall not be used as
9 the basis for negotiations between the parties.

10 6.2 Negotiations shall take place at mutually agreeable times and places during the
11 regular workday. Meetings shall be held as soon as possible, but in no event more
12 than fifteen (15) days after receipt of a written request.

13 6.3 The Association shall designate not more than five (5) representatives to appear on
14 its behalf for the purposes of meet and negotiations sessions. The Association may
15 designate alternate representatives, but in no case shall the number of
16 representatives at one meeting exceed five (5). The Association representatives shall
17 have available a total of two hundred eighty (280) hours of paid release time to be
18 utilized at the discretion of the Association solely for attendance of meet and
19 negotiation sessions. If agreement or impasse has not been reached upon the
20 exhaustion of the allotted two hundred eighty (280) hours, additional paid release
21 time shall be granted upon mutual agreement of the parties to continue with
22 negotiation or if mediation and/or fact-find procedures are necessary. If agreement
23 has not been reached, or if impasse has been declared, additional paid release time
24 shall be granted at the request of the Association.

25 6.4 Upon written request, the District shall furnish the Association with non-confidential
26 information pertaining to employer-unit member relations, budget, wage, and salary
27 data, monthly lists of newly hired certificated unit members, and other information

ARTICLE 6. NEGOTIATION PROCEDURES

1 directly related to the negotiation process. No later than October 15, the District shall
2 furnish the Association with the placement of all unit members on the salary
3 schedules as of October 1.

ARTICLE 7. ASSOCIATION RIGHTS

1 7.1 The Association and its authorized representative shall have access to reasonable
2 use of school facilities in order to transact official business.

3 (a) The Association shall provide the Superintendent or designee with notice
4 regarding specific time, place, and type of activity to be conducted.

5 (b) Such activity shall not interfere with the educational programs or the
6 established duties of unit members.

7 7.2 Faculty meeting agendas shall include an item for the Association representative.

8 7.3 An Association meeting may be called immediately following the faculty meeting.
9 Attendance is voluntary. Administrators will not be in attendance at the Association
10 meetings.

11 7.4 The Association may use the school mailboxes, public address systems, District mail
12 service, and bulletin board spaces designated by the Superintendent, subject to the
13 following conditions:

14 (a) Posting on the bulletin boards shall have Association Identification.

15 (b) A copy of such postings shall be routed to the Superintendent or designee at
16 the same time of the posting.

17 (c) Use of the public address system shall be limited to announcements of date,
18 time, and location of Association meetings. The Announcement shall be
19 made by a building administrator or designees.

20 (d) The President of the Association shall meet upon request with the
21 Superintendent to discuss District objections to posted materials.

22 7.5 The name, address, site assignments, grade level or subject assignment, and the
23 telephone number of each certified unit member shall be provided to the association
24 no later than November 15 of each academic year. An update of the above
25 mentioned information will also be provided no later than March 30. Such information
26 shall not be provided against the wishes of the unit member or if the current
27 information is unavailable to the District.

ARTICLE 7. ASSOCIATION RIGHTS

1 7.6 The Association shall be provided two (2) copies of the Board agenda with non-
2 confidential supportive materials at the same time these materials are provided to
3 board members.

4 7.7 The District shall furnish the Association with six (6) copies of amendments and
5 reprinting of Board Policy within thirty (30) calendar days after adoption.

6 7.8 The District shall provide each bargaining unit member with a contract and associated
7 memoranda of agreement no later than thirty (30) days after ratification. In addition,
8 the District shall provide the Association with fifty (50) copies of the contract and
9 associated memoranda of agreement.

10 7.9 The President and Vice President or President-elect of the Association shall each
11 receive one-third release time to be arranged by mutual agreement between the
12 President of the Association and the Deputy Superintendent of Human Resources
13 and subject to approval by the Board of Education. The President and Vice President
14 or President-Elect shall each be granted a full time teaching partner. The teaching
15 partner assigned shall be the teacher of record. The officer, when not on official
16 Association business, shall be available to assist other teachers as mutually
17 determined by the officer, the principle, and the teachers at that site. The assistance
18 shall be within the normal scope of the unit member's responsibilities. Upon
19 completion of their term(s) of office, the officer will be returned to the same grade-
20 level, school, subject and track assignment as occupied before becoming an officer if
21 such assignment does not conflict with contractual transfer policy. Authorized
22 Association representatives shall receive release time with no loss of pay or other
23 benefits to perform official Association or representational business which cannot be
24 scheduled at another time. The total combined amount of release time for all
25 representatives shall be limited to twenty (20) days per year with no more than five (5)

ARTICLE 7. ASSOCIATION RIGHTS

1 of these days to be used by any one bargaining unit member. An additional twenty
2 (20) total combined days per year for all representatives may be used providing the
3 association pays substitute salary. No more than five (5) of these days shall be used
4 by one bargaining unit member. These days shall not be used for strikes, work
5 stoppages, work slowdowns, or other concerted activities. The Association shall
6 notify the unit member's immediate supervisor and Human Resources prior to the use
7 of paid release time. Except in case of emergency, such notice shall be given on the
8 previous.

9 7.10 The Association shall appoint a single Curriculum Committee consisting of not more
10 than five (5) members to consult on the definition of educational objectives, the
11 determination of the content of courses and curriculum, and the selection of
12 textbooks, prior to the District adoption or implementation. Regular quarterly
13 meetings shall be held between this committee and not more than five (5)
14 representatives of the District for the purpose of such consultation.

15 7.11 The Association shall have the right to designate a single unit member to serve with
16 other District appointed representatives on those District-wide committees and
17 advisory groups that have unit member participation. If the District has received
18 sufficient notice from the appropriate governmental agency, the District shall notify
19 the Association of the committee's or advisory group's purpose and agenda not less
20 than ten (10) workdays prior to the first meeting of each such committee or advisory
21 group. It is agreed by both parties that only Association appointed unit members
22 shall speak for the bargaining unit and/or represent the Association's viewpoints.

23 **7.12 Association Committee Funding**

24 (a) The Association has established the following internal operating committees:
25 Membership Assistance, Scholarship, and Community for Better
26 Schools/Political Action Committee.

ARTICLE 7. ASSOCIATION RIGHTS

1 (b) The Association has established an amount sufficient to cover the operating
2 expenses of the above referenced internal committees. The contributions
3 shall be \$1 per month per committee for a total of \$3 per month. This amount
4 shall be increased on an indexed basis which shall reflect salary schedule
5 increases of the bargaining unit.

6 (c) Any Association member shall have thirty (30) days between May 15 and
7 June 15, on an annual basis, to notify the Association in writing to their
8 objection to supporting any of the funds referenced above. If such notification
9 does not take place, an automatic monthly deduction shall commence.

10 (d) The Association shall indemnify, defend, and hold harmless the District, the
11 Board, including each individual Board member, and employees acting within
12 the scope of their employment, agents and representatives of the district
13 against any and all claims, demands, suits, or other forms of liability brought
14 by other than the Association, including, but not limited to, wages, damages,
15 judgments, fees, fines, court costs, attorney fees, and any back pay, penalties,
16 or awards resulting from any court, arbitrator, or PERB order, judgment, or
17 settlement which may arise by reason of, or resulting from, the operation of
18 this article of this Agreement.

19 The Association shall bear all legal costs of defending against any and all
20 such claims, demands, suits, or other forms of liability, including, but not
21 limited to, court costs, attorney fees, and all other legal costs of litigation.

22 Upon commencement of such legal action, the Association shall have the
23 exclusive right to decide and determine whether any claim, liability, suit, or
24 judgment made or brought against the District or Association because of such
25 action shall or shall not be compromised, resisted, defended, tried, or
26 appealed. The Association's decision thereon shall be final and binding upon
27 all parties protected by this Article. This Article shall not be construed as a
28 waiver on the part of the District, Board, or any individual protected by this
29 article of any claim against the Association for failing to act in good faith in
30 settling a claim or any failure to completely defend and hold them harmless.
31 Within ten (10) days of proper service of a claim, demand, suit, or other legal
32 action against any protected party, the District shall inform the Association and
33 provide the Association with copies of any documents received as a result of
34 the legal action. Upon request, the District shall provide the Association's
35 legal counsel with documents and information reasonably related to providing
36 a defense.

37 7.13 The Association shall be entitled to one hour of time at the beginning of the first day
38 of the new teacher in-service time to meet with new unit members. If a mid-year
39 hiring exceeds thirty-five (35) new unit members, the Association will be entitled to
40 meet the new unit members for one (1) hour if the district holds a district in-service
41 day.

ARTICLE 7. ASSOCIATION RIGHTS

1 7.14 No Faculty meeting shall extend beyond the workday on days of a regular scheduled
2 Representative Council meeting. The Association shall provide the District a calendar
3 listing the dates of meetings prior to July 1 of each school year.

ARTICLE 8. PROFESSIONAL DUES AND FEES

1 **8.1 Employee Rights**

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

8 A unit member has the right to choose, either to become a member of the Asso-
9 ciation, or to pay to the Association a fee for representation services, or to refrain
10 from either of the above courses of action upon the grounds set forth in Section
11 8.7 below.

12 **8.2 Payroll Deduction**

13 The right of payroll deduction for payment of unified Association dues, initiation
14 fees and general assessments shall be accorded to the Association. Association
15 members who currently have authorization cards on file for the above purposes
16 need not be resolicited. Deductions for Association dues and fees, upon formal
17 written request from the Association to the District, shall be increased or
18 decreased without resolicitation and authorization from unit members.

19 Pursuant to authorization by the unit member, the District shall deduct one-tenth
20 (1/10) of the unified Association dues, initiation fees, and general assessments
21 from the regular salary check each month. Deductions for unit members who
22 sign such authorization after commencement of the school year shall be
23 appropriately prorated to complete the payment by the end of the school year.

24 With respect to all sums deducted by the District pursuant to authorization of the

ARTICLE 8. PROFESSIONAL DUES AND FEES

unit member for unified Association dues, initiation fees and general assessments, the District agrees promptly to remit such monies to the Association along with an alphabetical list of unit members for whom such deductions have been made and any changes that may have occurred since the previous list.

8.3 Maintenance of Membership

The Association and the District agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership for the duration of the Agreement. The District will guarantee said maintenance of membership to the Association by enforcing payment of unified Association dues, initiation fees and general assessments by members required under the terms set forth above and provisions of the Education Code and Government Code Section 3540.1(l)(1).

8.4 Agency Fee (Fair Share)

The Agency Fee provision set forth in this section shall become effective immediately upon ratification by an affirmative vote of at least fifty percent (50%) plus one (1), a simple majority, of unit members who vote in an election conducted on site by the State Mediation and Conciliation Service on a date agreeable to the Association.

- (a) A bargaining unit member who does not fall within the exempted category as set forth in Section 8.7 below, and who has not voluntarily made application for membership in the Association within thirty (30) days following the date upon which said employee has been formally hired by the District as a bargaining unit member, must as a condition of continued employment in the District as a bargaining unit member, pay to the Association a representation fee in the amount allowed by Government Code Section 3546, payable to the Association in one lump sum cash payment in the same manner as

ARTICLE 8. PROFESSIONAL DUES AND FEES

1 required for payment of membership dues, provided, however, that the unit
2 member may authorize payroll deduction for such fee in the same manner as
3 required for the payment of membership dues. There shall be no charge to
4 the Association for such mandatory agency fee deductions. Representation
5 fees shall be for representation services necessarily performed by the
6 Association in conformance with its legally imposed duty of fair
7 representation on behalf of said unit member who is not a member of the
8 Association.

9 (b) In the event that a unit member does not become a member of the
10 Association or pay such fee directly to the Association, the District shall
11 begin automatic payroll deduction in the same manner as set forth in Section
12 2 of this Article and pursuant to Education Code Section 45061.

13 (c) Prior to the beginning of such automatic payroll deduction, the Association
14 will certify to the District in writing that:

- 15 (1) The employee whose pay is to be affected by the deduction has:
 - 16 a. refused to join the Association;
 - 17 b. refused to tender the amount of the service fee as defined
 - 18 herein; and,
 - 19 c. not applied for an exemption under Section 8.7 herein; and,

20 (2) The Association is complying with current Public Employment
21 Relations Board Requirements.

22 (d) The written certification in (c) above shall be a condition precedent to
23 any collection of the service fee by the office.

24 (e) The District and Association agree to furnish any information needed by
25 the other to fulfill the provisions of this Article.

26 **8.5 Dispute Over Amount of Service Fee**

27 Any dispute as to the amount of the service fee shall be resolved pursuant to the
28 current regulations of the Public Employment Relations Board and adhere to all
29 appropriate language.

30 **8.6 Annual Verification of Service Fee by Association**

31 The Association will file in a timely manner with the District a copy of the written
32 notice required by the regulations of the Public Employment Relations Board and
33 will meet the requirements of Grunewald.

ARTICLE 8. PROFESSIONAL DUES AND FEES

1 **8.7 Unit Members Exempted From Obligation to Pay Service Fee**

2 (a) Any unit member shall be exempt from the requirements of a service fee
3 as a condition of employment if such unit member is a member of a bona
4 fide religious body whose traditional tenets of teachings include objections
5 to joining or financially supporting employee organizations as defined by
6 Section 3540.1(d) of the Government Code.

7 (b) Such exempt member shall, as an alternative to payment of a service fee
8 to the Association, pay an amount equivalent to the representation fee to
9 one of the following non-religious, non-labor organizations, charitable
10 funds exempt from taxation under Section 501(c)(3) of Title 26 of the
11 Internal Revenue Code:

12 (1) Corona-Norco Teachers Association Scholarship Fund

13 (2) Two more funds to be proposed by the Association

14 (c) As a condition of a continuous exemption from the provisions of this
15 Article, the unit member shall provide proof of payment and a written
16 statement of objection along with verifiable evidence of membership in a
17 religious body specified in 8.7(a) above on an annual basis to the District
18 and Association. Proof of payment shall be in the form of receipt and/or
19 canceled checks indicating the amount paid, date of payment, and to
20 whom payment in lieu of the service fee has been made. No in kind
21 services or benefits may be received by the unit member in exchange for
22 this cash contribution. The Association shall have the right of inspection in
23 order to review said proof of payment.

24 (d) Any unit member making payments as set forth in this section (charity
25 contribution), and who requests that the grievance or arbitration provisions
26 of this Agreement be used in her/his behalf, shall be responsible for paying
27 to the Association the reasonable cost of pursuing said grievance and
28 arbitration procedures.

29 **8.8 District Obligations**

30 The District's obligations under this Article are:

31 1) to notify any unit member who has failed to comply with the provisions of this
32 Article that, as a condition of employment with the District, such unit member
33 must either become an Association member, pay a service fee, or establish
34 an exempt status and make payment pursuant to the provisions of this
35 Agreement;

36 2) deduct from pay appropriate amounts pursuant to this Article.
37 Under no circumstances shall the District be required to dismiss or otherwise
38 discipline any unit member for failure to fulfill their obligations to pay the fees
39 established herein.

ARTICLE 8. PROFESSIONAL DUES AND FEES

8.9 Hold Harmless

The Association shall indemnify, defend, and hold harmless the District, the Board, including each individual Board member, and employees acting within the scope of their employment, agents, and representatives of the District against any and all claims, demands, suits, or other forms of liability brought by other than the Association, including but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees, and any back pay, penalties, or rewards resulting from any court, arbitrator, or PERB order, judgment, or settlement which may arise, by reason of, or resulting from, the operation of Article 8 of this Agreement.

The Association shall bear all legal costs of defending against any and all such claims, demands, suits, or other forms of liability, including, but not limited to court costs, attorney fees, and all other legal costs of litigation.

Upon commencement of such legal action, the Association shall have the exclusive right to decide and determine whether any claim, liability, suit, or judgment made or brought against the District or Association because of such action shall or shall not be compromised, resisted, defended, tried, or appealed.

The Association's decision thereon shall be final and binding upon all parties protected by this Article. This Article shall not be construed as a waiver on the part of the District, Board, or any individual protected by this Article of any claim against the Association for failing to act in good faith in settling a claim or any failure to competently defend and hold them harmless.

Within ten (10) days of proper service of a claim, demand, suit, or other legal action against any protected party, the District shall inform the Association and provide the Association with copies of any documents received as a result of the legal action. Upon request, the District shall provide the Association's legal

ARTICLE 8. PROFESSIONAL DUES AND FEES

1 counsel with documents and information reasonably related to providing a
2 defense.

ARTICLE 9. MISCELLANEOUS PROVISIONS

1 9.1 If any provisions of the Agreement or any application thereof to any unit member is
2 held by a court of competent jurisdiction to be contrary to law, then such provision or
3 application will be deemed invalid, to the extent required by such court decision, but
4 all other provisions or applications shall continue in full force and effect.

5 9.2 Should a provision or application be deemed invalid, as described in 9.1 above, the
6 Board shall reinstitute any benefit reduced or eliminated to the extent allowable under
7 law. Moreover, the parties shall meet no later than ten (10) days after such court
8 decision to renegotiate the provisions or provisions affected.

9 9.3 The provisions of this Agreement shall be interpreted and applied in a fair and
10 impartial manner.

11 9.4 No later than the end of the first school month, the District shall provide each new unit
12 member with a copy (electronic version is acceptable) and explanation of the laws
13 relating the unit member's responsibilities of reporting child abuse and materials on
14 how to recognize child abuse.

15 9.5 The District and the Association agree that all Education Code procedural
16 requirements and provisions for layoff unit members shall be observed if reduction in
17 force is necessary.

18 9.6 State regulations will be followed when a unit member is disciplined or discharged.

19 9.7 It is desirable for all district employees to treat one another in a professional manner.
20 Whenever possible, disciplinary conferences shall be held in private.

ARTICLE 9. MISCELLANEOUS PROVISIONS

1 9.8 At a disciplinary conference, a unit member will be given the opportunity for a
2 representative if the conference could result in materials that could be placed in the
3 unit member’s personnel file.

4 9.9 Before any non-evaluation derogatory material can be placed in the bargaining unit
5 member’s personnel file, a meeting between the bargaining unit member and the
6 administrator shall take place to discuss the material to be placed in the file.

7 9.10 In the event the bargaining unit member and the administrator cannot agree on the
8 accuracy of the non-evaluation derogatory material, a management designee from
9 the Human Resources office at the District Office shall meet upon written request by
10 the bargaining unit member to make a final decision as to the placement of the
11 material. The Decision of the management designee, Human Resources, as to
12 whether material will be included in the file, is final.

13 9.11 (a) Any written citizen or parent complaint about a unit member or their
14 instructional program which may affect the unit member’s evaluation or status
15 within the district shall be reported within five (5) working days of the
16 complaint or charge.

17 (b) Charges against a unit member shall be kept confidential.

18 (c) Unit members shall have the right to file a response to any written charges.

19 (d) Anonymous complaints, and charges or complaints which are withdrawn or
20 shown to be false shall not affect the unit member’s evaluation or status within
21 the District and all documentation of such charges or complaints shall be
22 purged from the unit member’s file.

23 9.12 Unit member discipline shall be based on the principles of due process and just
24 cause and shall be progressive in nature.

ARTICLE 9. MISCELLANEOUS PROVISIONS

1 9.13 Steps of progressive discipline prior to dismissal

- 2 1. Verbal warning and/or directive. The administrator will make note of this for
3 their records.
- 4 2. Conference with the unit member's immediate supervisor (or their
5 management level designee) including a Summary of Conference to be kept
6 by the Principal in a secure place at site. The Summary of Conference shall
7 be kept by the Principal for no longer than two years from the date of the
8 Summary of Conference, and then it shall be destroyed.
- 9 3. Conference including a report/charge in the District Personnel File (as
10 determined by District management)
- 11 4. Further discipline may include additional written documents, paid and unpaid
12 leave, district provided remediation, other District interventions, and/or
13 dismissal.

14 9.14 At the end of each certified payroll period, the District shall forward to the Association
15 by separate checks, unit member's designated contributions in up to ten (10)
16 categories as established by the Association. The Association will pay the District
17 \$200 per year for the performance of this service.

18 9.15 As a minimum, each unit member shall be proved with specifically designated storage
19 space. Traveling classroom teachers shall be provided with secure storage space in
20 each assignment classroom when such storage space is available. If the unit
21 member's classroom is to be used during summer school, adult education, or college
22 classes, the storage space shall be made reasonably secure.

ARTICLE 9. MISCELLANEOUS PROVISIONS

1 9.16 Taking into consideration space utilization at each site, to the extent practicable
2 itinerant support staff will be provided an area at each work site, consistent with their
3 work requirements, to complete their duties.

4 9.17 The Parties seek to educate young people in the democratic tradition, to inspire
5 meaningful awareness of and respect for the Constitution and the Bill of Rights, to
6 instill appreciation of the value of individual personality and to foster recognition of the
7 individual freedom and social responsibility. It is recognized that these democratic
8 values can best be transmitted in an atmosphere which is conducive to inquiry and
9 learning and in which academic freedom for teacher and student is encouraged. In
10 accordance with approved State and District curriculum guidelines, academic
11 freedom shall be guaranteed to teachers and they shall be encouraged to study,
12 investigate, present and interpret objectively facts and ideas concerning man, society,
13 and physical and biological work, and other branches of learning subject to
14 established courses of study.

15 9.18 (a) To the extent possible, all classroom visitations shall be scheduled in advance
16 through the site administrator.

17 (b) Classroom visitations shall be scheduled to minimize disruptions to the
18 classroom activities whenever possible, taking into account the needs of the
19 school, the teacher, the parent, and the students, per Board Policy No. 1210.

20 (c) Whenever a teacher reasonably believes that a classroom visitation has been
21 unduly disruptive, or in any other ways is in violation of Education Code
22 Sections 44810 or 44811, the teacher shall report the disruption to the site
23 administrator, who shall investigate the matter and take appropriate action.

ARTICLE 9. MISCELLANEOUS PROVISIONS

1 9.19 All unit members shall utilize the District adopted computer generated report cards
2 and are expected to utilize the District adopted electronic grade book. At the high
3 school level, report cards will be issued on a semester basis.

4 9.20 On a monthly basis, one substitute will be available at each site for class coverage so
5 that unit members can participate in IEPs or SSTs during student hours.

6 (a) Ten (10) substitute days per year will be provided for IEP meetings at each
7 site.

8 (b) Five (5) substitute days per year will be provided for SST meetings at each
9 elementary site.

10 (c) Each elementary school site shall be provided the equivalent of five (5) one-
11 half day substitutes per year per SDC class required for IEP meetings.

12 **MEMORANDUM OF UNDERSTANDING**

13 **BETWEEN THE CORONA NORCO UNIFIED SCHOOL DISTRICT**

14 **AND**

15 **CORONA NORCO TEACHERS ASSOCIATION**

16 This Memorandum of Understanding is agreed upon between the Corona-Norco Unified
17 School District and Corona-Norco Teachers Association concerning Article 9.19.

18 1) Immediately after the ratification of the CBA for 2014-15 and throughout the 2016-
19 2017 and 2017-2018 school year, a committee of bargaining unit members, I.T.
20 personnel, and District management will be convened for the purposes of:

21 a. Developing guidelines related to the utilization of the District adopted
22 electronic gradebook.

23 b. Problem solving implementation issues related to the utilization of the District
24 adopted electronic gradebook.

25 c. Communicating with stakeholders related to the utilization of the District
26 adopted electronic gradebook.

ARTICLE 9. MISCELLANEOUS PROVISIONS

- 1 d. Develop a timeline and structure to review implementation progress and
2 issues related to the implementation of the District adopted electronic
3 gradebook.

- 4 2) At the beginning of the 2015-16 school year, teachers will be required to utilize
5 the District adopted electronic gradebook. Teachers will be required to update the
6 grades at a minimum of every other week unless otherwise determined by the
7 committee.

- 8 3) Should the District adopted electronic gradebook be changed or the technology of
9 the District adopted electronic gradebook not work properly, teachers shall be
10 held harmless for the inability to utilize the District adopted electronic gradebook
11 and the required updating until appropriate training has taken place or the
12 technology works appropriately.

- 13 4) During the 2016-2017 and 2017-2018 school year a grade book steering
14 committee will continue to meet to discuss the use of the electronic grade book by
15 unit members.

16 Except as expressly modified herein, the agreement between the parties shall be
17 unchanged. This memorandum of understanding shall constitute the entire agreement of the
18 parties as to this issue and may only be modified or amended in writing, signed by both
19 parties.

ARTICLE 10 HOURS OF EMPLOYMENT

1 10.1 For the purpose of this section, the term “classroom teachers” shall mean the
2 following classification of unit members.

3 Classroom Teacher
4 Gifted and Talented Teacher Program Specialist
5 Gifted and Talented Teacher
6 Intern Teacher
7 Language Arts/Reading Specialist
8 Resource Specialist
9 Teacher of Communicatively Handicapped
10 Teacher of Learning Handicapped
11 Teacher of Mild/Moderate Disabilities
12 Teacher of Moderate/Severe Disabilities
13 Teachers of Physically Handicapped
14 Teacher of Severely Handicapped
15 Teacher on Special Assignment
16 Temporary Teacher
17 Traveling Teacher

18 For the purpose of this section, the term “Support Personnel” shall mean all remaining
19 classifications of unit members in section 2.1, with the exception of Regular
20 Probationary or Permanent Adult Education Teachers.

21 10.2 Unit Member Professional Day – The normal workday for each unit member shall
22 begin ten (10) minutes before and ten (10) minutes after the instructional day unless
23 required to be longer to complete all duties required by this Collective Bargaining
24 Agreement (CBA or “Contract”). Such duties include, but are not limited to, duty
25 before and after school, required parent teacher conferences/SST/IEP meetings, and
26 up to two (2) sixty (60) minute staff meetings per month, which may be used for staff
27 development. The workday shall include a continuous uninterrupted duty-free lunch
28 period of thirty (30) minutes minimum duration. In addition, elementary principals
29 shall develop a site procedure which allows all unit members who are on lunch duty
30 or recess duty to have the opportunity to go to the restroom. The classroom teacher
31 workday for a traditional daily intermediate and high school schedule shall include a

ARTICLE 10 HOURS OF EMPLOYMENT

1 conference/preparation period of not less than forty-five (45) continuous minutes in
2 duration. The Classroom teacher workday for block schedules at intermediate and
3 high schools shall include a conference/preparation period of not less than ninety (90)
4 continuous minutes over a two (2) day period. In exceptional situations including but
5 not limited to state testing, WASC, and block schedules, the window for calculating
6 conference/preparation time may be extended to 450 minutes over 10 consecutive
7 student days. In such situations, classroom teachers shall be provided with equitable
8 preparation time. Parent conferences will not be scheduled during
9 conference/preparation period without prior approval of the affected teacher, unless
10 the teacher is given forty-eight hours advance notice.

- 11 (a) Elementary school sites do not have a conference/preparation period. All
12 parent conference are to be scheduled by the unit members at site in
13 accordance with District policy.
- 14 (b) At intermediate and high school sites, all conference/preparation periods are
15 to be spent at a district site.
- 16 (c) Use of conference/preparation periods for in-service or staff training shall be
17 by mutual permission of both unit members and the district.
- 18 (d) At sites with later starting times, the administration and unit members may
19 collaboratively opt for some or all meetings to take place before the start of
20 school.
- 21 (e) Each site may set aside one consistent day each week when no after-school
22 meeting will be scheduled. This allows unit members to make routine
23 appointments without concern that a called meeting will force its cancellation.
- 24 (f) No site staff meetings will be held on days when regularly scheduled CNTA
25 Representative Council meetings are held.
- 26 (g) The workday shall also include a period of time, up to ninety (90) minutes in
27 length, once per week on a shortened instructional day for collaborative
28 planning.

ARTICLE 10 HOURS OF EMPLOYMENT

- 1 (h) Itinerant staff and elementary support staff are not required to attend
2 Professional Collaborative Time (PCT) meetings, but shall remain on campus
3 during that time.
- 4 (i) Special Education Teachers (SDC and RSP) are allowed to miss one (1) PCT
5 meeting per month for IEP preparation agreed upon with the site
6 administrator. IEP meetings shall not take place at this time. Unit members
7 who must travel between school sites during lunch hours shall be given
8 sufficient time to ensure that they will also have a continuous uninterrupted
9 duty-free lunch period of thirty (30) minutes minimum duration.
- 10 (j) Using 2013-14 as the base year, individual schools may only increase their
11 current instructional minutes with permission from both the District and the
12 Association.
- 13 (k) It is the responsibility of unit members to be prepared for the instructional
14 and/or other classification specific responsibilities.

15 10.3 A unit member's immediate supervisor shall have the authority to grant release time
16 in cases of individual emergencies with no reduction in unit member's wages or other
17 benefits. Differences in application of this section shall not be subject to grievance
18 procedure, except as to consistent application by an individual supervisor. Release
19 time shall be granted for a teacher to attend the funeral of a student who was enrolled
20 in the class of the teacher at the time of the student's death.

21 10.4 Unit members may be required to spend additional time at the work site for work-
22 related tasks, subject to the following instructions:

- 23 (a) Unit members may be required to attend a minimum of two (2) schoolwide events
24 such as open house/back-to-school nights/other per year. There shall be no staff
25 meetings on open house/back-to-school nights. Attendance at all other parent-
26 teacher organization meetings is voluntary. Attendance at the graduation
27 ceremony is required.
- 28 (b) Unit members may be required to attend extra-curricular activities (students'
29 social/athletic events) only if after a reasonable attempt to solicit volunteers,
30 sufficient volunteers are not available. Any such assignments shall be made on

ARTICLE 10 HOURS OF EMPLOYMENT

1 an equitable basis. For the purposes of this article, a volunteer is a unit member
2 who requests to perform services at a specific function, and whose performance
3 has prior authorization of the unit member's supervisor.

4 (c) When IEP meetings extend more than thirty (30) minutes past the conclusion of
5 the teacher workday, classroom teachers may elect to be compensated at the
6 curriculum development rate for additional time spent, in thirty (30) minute
7 increments. The total expenditure under this section (and 26.9) shall not exceed
8 \$100,000 District-wide.

9 (d) Staff meetings shall begin as soon as possible after the end of the student
10 instructional day.

11 (e) School sites shall schedule before and after school duties for a duration of no
12 more than fifteen (15) minutes.

13 10.5 The workday for Adult Education Teachers shall be as mutually agreed by the District
14 and the unit member. No unit members shall be required to teach adult education
15 classes.

16 10.6 Unit members' input shall be solicited and considered prior to the establishment of the
17 specific daily schedule and the non-teaching duty plan and schedule, including
18 number of duties, location and duration at each school or work location. At
19 elementary sites, consideration will be given to staff input regarding the number of
20 duties for each staff member to pay. To the extent practicable, duty schedules will be
21 reasonable and equitable.

22 10.7 The work year for Librarians and Nurses shall be one hundred ninety-one (191)
23 workdays, unless otherwise agreed by the District and the unit member. The work
24 year for Child Welfare and Attendance Counselors; Language, Speech, and Hearing
25 Specialists; Student Advisors; Counselors; and Athletic Directors shall be one
26 hundred ninety-six (196) workdays, unless otherwise agreed by the District and the
27 unit member. The work year for Teacher(s) of Adaptive Physical Education (APE),
28 Aurally Handicapped (AH), Visually Handicapped (VH), and Orientation and Mobility

ARTICLE 10 HOURS OF EMPLOYMENT

1 Specialist shall be one hundred ninety-six (196) days. The work year for
2 Psychologists and Director of Student Activities shall be two hundred one (201)
3 workdays, unless otherwise agreed by the District and the unit member. The work
4 year for Year-Round Multi-Track Resource Specialist positions shall be two hundred
5 five (205) days. The District will determine the number of two hundred five (205)
6 Resource Specialist positions available based on staffing needs. Openings for
7 Resource Specialists shall be posted and filled as either one hundred eight-five (185)
8 day work year positions or two hundred five (205) day work year positions.

9 The work year for the Special Education Program Specialist shall be two hundred
10 twelve (212) days unless otherwise agreed to by the District and the unit member.

11 The work year for Regular Probationary or Permanent Adult Education Teachers and
12 Temporary Teachers shall be mutually agreed by the District and the unit member.

13 The work year of all other unit members shall be one hundred eighty-five (185) days
14 unless otherwise agreed by the District and unit member. The work year for non-
15 support personnel unit members who have not been employed by the District in the
16 past in other than a substitute position and who are place on Class A, Steps 1-3 and
17 Class B, Step 1 shall be one hundred ninety (190) days or an equivalent number of
18 hours agreed by the District and the unit member. All other new non-support
19 personnel unit members shall work one hundred eighty-six (186) days. The per diem
20 rate for these members shall be based on one hundred eighty-five (185) days of
21 service. In assignment of the number of days in the work year for each unit member,
22 the unit member's immediate supervisor shall give priority to the unit member's
23 preferences whenever possible.

ARTICLE 10 HOURS OF EMPLOYMENT

1 10.8 Specific workdays shall be determined by the appropriate calendar and the unit
2 member's supervisor. In the assignment of the specific workdays for each unit
3 member, the unit member's immediate supervisor shall give priority to the unit
4 member's preferences whenever possible. The calendar of workdays for unit
5 members shall be as specified in the appendix. All unit members shall have at least
6 ten (10) calendar days prior notice of returning to work after summer vacation.

7 10.9 The work year for non-support personnel unit members shall include one hundred
8 eighty (180) school days, unless otherwise agreed by the District and the unit
9 member. The remaining work days shall be allocated for planning, preparation of
10 work locations, assignment of student grades, student registration, and other such
11 functions.

12 10.10 No less than one and one-half (1-1/2) days of the teacher in-service days prior to the
13 start of the traditional student year shall be available for teacher preparation. It shall
14 be the responsibility of the site administrator to insure that the combined time for
15 scheduled District and site in-service shall not infringe upon the one and one-half (1-
16 1/2) days of teacher preparation time at sites on a traditional schedule.

17 10.11 Whenever possible, unit members at schools that develop SIP plans and have
18 requested release time for staff development and/or professional growth shall have
19 the request honored.

20 10.12 Any high school undergoing a full WASC accreditation will have the option of
21 customizing their student schedule to incorporate up to five (5) student minimum
22 days. Any high school undergoing a mid-term (three-year) WASC accreditation
23 review following a full, six (6) year accreditation may, upon request, customize their
24 student schedule to incorporate up to three (3) student minimum days. The

ARTICLE 10 HOURS OF EMPLOYMENT

1 instructional minutes of the remaining days will be increased to make up any student
2 time lost as a result of the aforementioned minimum days. The School Site Council
3 will work with the principal to determine the number of days and the schedule of
4 minimum days. Such schedule will be submitted to the Deputy Superintendent no
5 later than March 1st of the year preceding the review.

ARTICLE 10 HOURS OF EMPLOYMENT

Memorandum of Understanding (MOU)

Between

the Corona-Norco Unified School District

and the

Corona Norco Teachers Associations

Professional Collaboration Time (PCT)

A common interest for both District and CNTA is increasing opportunities for Professional Teacher Time (PTT) and/or Professional Learning Communities (PLC). These collaborative times shall jointly be called Professional Collaboration Time (PCT). At sites currently (as of school year 2011-12) participating in PTT time, the PTT model shall be the default model unless modified through a site waiver. At sites currently (as of school year 2011-12) utilizing PLC, the PLC model shall be the default model unless modified through a site waiver.

Beginning with the 2009/10 school year, in lieu of the minimum days outlined in Article 10.12 of the CBA, each elementary and intermediate/middle school shall have one shortened student day per week to allow for PCT. It is the intent that each PCT period created by the MOU will be approximately, but not longer than, 90 minutes in length. This loss of instructional minutes will be offset by the incorporation of current minimum days and by lengthening the instructional day on the other four days of the week (by extending the student instructional time). The total number of instructional minutes per week shall not exceed the number of instructional minutes in a typical week (i.e., one without minimum days) in the 2014/15 school year. After school duty shall be designed so that it does not overlap with any part of a PCT period. The PCT shall not extend into the teacher preparation period. Teachers will not be required to complete PCT work outside of the PCT period. During the first year, PCT on 3/4 of the shortened days shall be teacher directed/designed for grade-level, cross-grade level, cross track, departmental or intradepartmental planning and team collaboration. The utilization of the 1/4 administrator meeting will take place on the first Wednesday of each month, if needed. This schedule allows flexibility for school sites to collaborate. Administrators may attend any PCT meeting. Administrators may require agendas, minutes, or other evidence of "product". Site staff meetings shall not be scheduled on these days. Unit members are expected to work in appropriate educational settings with colleagues. The utilization of the PCT on the remaining days shall be collaboratively determined by the site administration and affected unit members at each site (collaborative decision making is when stakeholders identify common interests and create options to address those interests).

In the event that a unit member or site administrator has concerns with the use of the collaboratively determined PCT at a site, the following steps shall be used:

1. The individual voicing concerns shall be referred to the school site for resolution. If this is unsuccessful or impracticable.
2. If this unsuccessful or impracticable. A joint, collaborative review of the use of the PCT at a site will be conducted by CNTA and the District within 10 school days.

ARTICLE 10 HOURS OF EMPLOYMENT

- 1 3. If this is unsuccessful or impracticable, either CNTA or District administration may
2 request that facilitated collaborative problem-solving be implemented at the site with
3 affected unit members and site administrator(s), within 10 school days of Step 2.

- 4 4. If this is unsuccessful and either CNTA or the District has concerns relative to the lack
5 of the affected unit members' support of the current utilization of collaboratively
6 determined PCT at their site, a secret ballot vote will be conducted by CNTA, in
7 consultation with the site administrator(s) within 5 school days. If less than 75% of
8 the affected unit members support the current utilization of PCT, the unit members
9 and site administrator(s) will meet to redesign the use of this time within 10 school
10 days. Either CNTA or the District may request that these meetings be facilitated.

11 For the purpose of program improvement, CNTA and the District will collaboratively design
12 and implement a comprehensive ongoing evaluation process to be reported to Educational
13 Services and CNTA by May 15th of each year.

14 This MOU, including the modification of the teacher workday (Article 10.2 (g) of the CBA), will
15 sunset on June 30, 2017 unless it is extended by both parties.

16 The existing Site Contract Waiver should be used to propose any further modifications to
17 daily working conditions at a site.

18
19 **MEMORANDUM OF UNDERSTANDING**
20 **BETWEEN THE CORONA-NORCO UNIFIED SCHOOL DISTRICT**
21 **AND**
22 **CORONA-NORCO TEACHERS ASSOCIATION**
23

24 This Memorandum of Understanding is agreed between the Corona-Norco Unified School
25 District and the Corona Norco Teachers Association concerning Article 10.4 c.

26 A common interest of both parties is to examine the cost, District-wide, when classroom
27 teachers submit timecards as IEP meetings extend more than thirty (30) minutes past the
28 conclusion of the teacher workday. Classroom teachers may submit time cards for up to ten
29 (10) hours annually, in thirty (30) minute increments, for after school IEP meetings only (at
30 late start schools meetings may be before school). Time begins thirty (30) minutes after the
31 completion or before the start of the professional day.

32 This MOU will sunset on June 30, 2017 unless it is extended by both parties.

ARTICLE 10 HOURS OF EMPLOYMENT

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE CORONA-NORCO UNIFIED SCHOOL DISTRICT
AND
CORONA-NORCO TEACHERS ASSOCIATION

The parties agree that a joint District-Association Part Time Teacher Exploratory Committee will meet no less than four (4) times during the 2016-17 school year. The committee will be composed of 4 CNTA unit members and 4 members of CNUSD management. The purpose of the exploratory committee will be to:

- (a) discuss the possibility of hiring part time teachers
- (b) research information on districts that currently offer part time teaching contracts
- (c) explore the fiscal impact to the district of part time teaching contracts
- (d) explore other impacts of offering part time teaching contracts such as but not limited to collaborative culture, team structures, seniority, advancement on the salary schedule, and status as part time.

The intent is to have the findings of this committee presented to the negotiation team at the beginning of the next bargaining cycle.

ARTICLE 11. UNIT MEMBER SAFETY

1 11.1 A unit member shall not be required to work or engage in any activity which poses an
2 immediate hazard to life or limb or which is contrary to the requirements for safe
3 working conditions as established under the California Occupational Safety and
4 Health Act of 1973 (CAL/OSHA). Enforcement and rule-making authority is lodged
5 with the Department of Industrial Relations. The Division of Industrial Safety has
6 jurisdiction over inspection and the enforcement of standards; therefore, any disputes
7 arising relating to safety conditions may be processed through the Department of
8 Industrial Relations and grievances may be appealed up to Level Two of the
9 grievance procedure. Copies of safety reports from this and any other government
10 agency shall be promptly forwarded to the Association.

11 11.2 The District shall take reasonable action to identify and eliminate unsafe working
12 conditions and activities.

13 (a) Should a unit member feel that such a condition or activity exists, the immediate
14 supervisor shall be so informed. The immediate supervisor shall initiate action
15 within five (5) days to correct the condition or shall promptly inform the unit
16 member of the reasons for inaction. Should a unit member feel that there is
17 immediate danger to the unit member’s health, the unit member shall report that
18 danger immediately to the supervisor. If the supervisor determines that such a
19 danger exists, immediate action shall be taken by the supervisor.

20 (b) Whenever the District receives a report on a suspected condition which may be a
21 threat to the health and safety of any bargaining unit member, such complete
22 report shall be given to the affected employee and to the association within ten
23 (10) working days of receipt of the report.

24 11.3 Should a unit member feel that a student assigned to the unit member’s classroom
25 has a contagious disease or infestation, the unit member shall immediately send the
26 student to the site level administrator. It shall be the site level administrator’s
27 responsibility to get the student to a school nurse. Until the nurse has determined that

ARTICLE 11. UNIT MEMBER SAFETY

1 the student does have a contagious disease or infestation, the student shall not be
2 allowed back in the classroom.

3 **11.4 Specialized Health Care Procedures**

4 Among bargaining unit members only qualified nurses shall be required to provide
5 and conduct necessary medical procedures (such as clean intermittent
6 catheterization, injections, suction, gavage feeding, and drainage). Unit members,
7 other than qualified school nurses, shall not be required to perform any medical
8 procedure on a student. Unit members may be required to attend training on said
9 procedures in order to respond in an emergency situation. Such training shall be
10 during the unit member's duty day or the unit member shall receive compensation at
11 the curriculum preparation and in-service planning hourly rate for training taken
12 during non-duty time.

13 **11.5** Should a unit member be attacked, assaulted, or menaced by any person in the
14 course of employment, the unit member shall report the incident orally and in writing
15 to the immediate supervisor who shall report the incident to the police. The district
16 shall comply with any reasonable request from the unit member for information in its
17 possession relating to the incident or the persons involved when legally permissible.

18 **11.6** A unit member may suspend, for good cause, as defined in statute, any pupil from the
19 unit member's class for the day of the suspension and the day following. The unit
20 member shall immediately report the suspension to the site administrator orally and in
21 writing and send the pupil to the site administrator for the appropriate action. As soon
22 as possible, the unit member shall ask the parent or guardian of the pupil to attend
23 parent-teacher conference regarding the suspension. A school administrator shall
24 attend the conference if the unit member or the parent or guardian so requests. The

ARTICLE 11. UNIT MEMBER SAFETY

1 pupil shall not be returned to the class from which he/she was suspended during the
2 period of suspension without the concurrence of the unit member and the site
3 administrator.

4 11.7 A pupil suspended from a class shall not be placed in another regular class during the
5 period of suspension.

6 11.8 The District shall take the following action to provide a healthy work environment for
7 all unit members.

8 (a) Unit members shall be promptly notified and the District shall take action to
9 minimize physical activity during any smog alerts.

10 (b) The District shall make a reasonable effort to minimize the noise level at unit
11 members' work locations. Maintenance and custodial activities shall be
12 scheduled whenever possible so as to avoid instructional disruptions.

13 11.9 Each site will form a safe-school committee comprised of the principal or their
14 designee and three (3) Association staff members elected by the certified staff at their
15 site. Each safe-school committee shall be formed and meet no later than the thirtieth
16 (30th) workday at each site. School traffic concerns shall be included in the safety
17 issues to be considered by the safe-school committee. If requested by the safe-
18 school committee, the District will provide the resources of the supervisor of student
19 safety.

20 11.10 Bargaining unit members shall not be directed to direct traffic on the public streets.

21 11.11 When school break-ins occur, unit members shall be reimbursed for the loss or
22 damage to personal property up to a maximum of \$100.00 per unit member. The
23 District responsibility for reimbursement shall not exceed \$10,000.00 per school year.

ARTICLE 11. UNIT MEMBER SAFETY

1 11.12 Indoor Air Quality: A stakeholder committee will be established by March 31, 2009. A
2 Program will be designed by May 15, 2009 and a written proposal will be made to the
3 Bargaining Team for review no later than June 1, 2009 unless a later date is agree by
4 both parties.

ARTICLE 12. CLASS SIZE

1 12.1 The District shall maintain the following maximum class sizes.

2 (a) Kindergarten 33

3 (b) 1st Grade 32

4 (c) 2nd Grade 32

5 (d) 3rd Grade 32

6 (e) 4th Grade 34

7 (f) 5th Grade 34

8 (g) 6th Grade 34

9 (h) 7th through 12th Grade 42 (Excluding Music, Typing, Physical
10 Education & Drama)

11 (i) Secondary typing and Physical Education 55
12 (The number of students assigned to any secondary typing class shall not
13 exceed the number of work stations available for that class)

14 (j) Opportunity Classes Located at Middle and Intermediate Schools 20

15 (k) For the first five (5) school days of the school year, the district will have
16 flexibility with regard to class size. Beginning on the 6th school day the District
17 shall provide classroom support in the form of a certificated substitute until the
18 class size is within the stated contract maximums. The classroom teacher
19 may decline District offered support. The District, however, is not require to
20 offer any other form of assistance or compensation.

21
22 The Parties agree that the stated maximums are not optimum and that ever effort will
23 be made to keep class sizes below the maximum allowed. No classroom teachers
24 shall be required to accept more than the stated maximum number of students.

ARTICLE 12. CLASS SIZE

1 12.2 The District shall maintain the size of an elementary traditional graded combination
2 class at two (2) students less than the above maximums except upon written approval
3 of the classroom teacher to exceed this maximum.

4 12.3 The District shall continue to staff schools according to the following ratios:

5 (a) 33.5 students to one classroom teacher: K-6

6 (b) 30.5 students to one classroom teacher 7-8

7 (c) 30.0 students to one classroom teacher 9-12

8 12.4 The District agrees to perform information upon request to the Association which will
9 enable the Association to review the above provisions.

ARTICLE 12. CLASS SIZE

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CORONA-NORCO UNIFIED SCHOOL DISTRICT

AND

CORONA-NORCO TEACHERS ASSOCIATION

April, 2014

This Memorandum of Understanding is agreed upon between the Corona-Norco Unified School District and Corona-Norco Teachers Association concerning Article 12.1.

For purposes of Article 12.1 "The District shall maintain the following maximum class sizes:

- (a) Kindergarten 33
- (b) 1st grade 32
- (c) 2nd grade 32
- (d) 3rd grade 32
- (e) 4th grade 34
- (f) 5th grade 34
- (g) 6th grade 34
- (h) 7th through 12th 42 (excluding Music, Typing, PE and Drama)
- (i) Secondary Typing and PE 55
- (j) Opportunity class located at middle and intermediate schools 20

The District and the Association have mutually agreed to open the article for negotiations for the 2014-15 school year. The article was discussed at the table during the negotiations session in April, 2014. The District and the Association mutually agreed to keep the current class sizes, as stated above, in effect at each school site.

It is understood by both parties that the Article may be opened by either party each year.

It is understood that any funding used to reduce class size will be applied to the overall allotment of CNTA total compensation increases.

Except as expressly modified herein, the Agreement between the parties shall be unchanged.

This Memorandum of Understand shall constitute the entire agreement of the parties as to this issue and may only be modified or amended in writing, signed by both parties.

ARTICLE 12. CLASS SIZE

**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING (MOU) dated April 2014
between the Corona-Norco Unified School District (CNUSD) and the Corona-Norco
Teachers Association (CNTA)**

April 6, 2015

Grade Span Adjustment Average and Class Size Reduction

This Addendum is entered into by and between the Corona-Norco Unified School District and the Corona-Norco Teachers Association concerning the mutual agreement to lower class size and balance grade levels/tracks at school sites throughout TK-12 grade. This mutual agreement will be referred to as Grade Span Adjustment (GSAA). The Class Size MOU dated April 2014, notwithstanding, this Addendum reflects the intent of both parties going forward.

1. School Year (SY) 2014-15 will be the Base Year 1 (BY1). Periodically, new Base Years may be negotiated. District average class size will not exceed previous year.
2. Changes to site and grade level/caseload averages shall be predicated on space available.
3. Should COLA be deficated in any particular year or should COLA funding be insufficient to cover the 1% dedicated to Salary Schedule Step and Column increases, Base Year 1 averages/caps will be applied as long as there is a COLA deficit/insufficiency.
4. Beginning in SY 2016-17, GSAA will be implemented with the following exceptions:
 - a. Unit members in TK will have a hard cap of 25 students.
 - b. Kindergarten will have a GSAA/target of 28 students per class. Affected individual unit members with over 28 students will receive a stipend of \$500 per semester, up to \$1,000 for the year.
 - c. Grades 1-3 will have a GSAA/target of 29 students per class. Affected individual unit members with over 30 students will receive a stipend of \$500 per semester, up to \$1,000 for the year. Reducing class size grades K-3 is a priority of the District and CNTA.
 - d. Grades 4-6 will have a GSAA/target of 31 students per class. Affected individual unit members with over 32 students will receive a stipend of \$500 per semester, up to \$1,000 for the year.
 - e. Grades 7-8 will have a GSAA/target of 38 students per class. Affected unit members with over 228 class contacts per six (6) periods will receive a paid stipend: 229-234 contacts will receive \$600 each semester; over 234 will receive \$1000 each semester. Unit members with over 195 class contacts per five (5) periods will receive a paid stipend: 196-200 contacts will receive \$600 per semester; 201-210 class contacts will receive \$1000 each semester. The

ARTICLE 12. CLASS SIZE

1 above formula excludes PE, music, band, drama, and special programs.
 2 Student assistants (TAs) are not factored in the formula. This excludes
 3 teachers selling preps.

4 f. Grades 9-12 will have a GSAA/target of 39 students per class. Affected
 5 individual unit members with over 195 class contacts per 5 periods will receive
 6 a paid stipend: 196-200 contacts will receive \$600 each semester; 201-210
 7 class contacts will receive \$1,000 each semester. The above formula
 8 excludes athletics/PE, music, band, drama, and special programs. Student
 9 assistants (TAs) are not factored in the formula. This excludes teachers selling
 10 preps.

11 g. Physical Education grades 6-12 will have a GSAA/target at 52 per class. If the
 12 total daily average of 52 is exceeded, then the affected unit member will
 13 receive a stipend of \$600 per semester. If the total daily average of 53 is
 14 exceeded, then the affected unit member will receive a stipend of \$1,000 per
 15 semester.

16 h. Affected unit members in Special Education Day Classes will have a caseload
 17 GSAA/target of the following self-contained classrooms:

18

GRADE SPAN	PROGRAM	SOFTCAP	STIPEND
Pre - K	PALS	10	(11) 500
Pre - K	Rocket – 5 Day	15	(16) 500
Pre – K	Rocket – 4 Day	30	(31) 500 (32) 500
K – 6	NSH	15	(16) 500
K – 6	SH	12	(13) 500
K – 6	PALS	10	(11) 500
7 – 8	NSH	15	(16) 500
7 – 8	SH	15	(16) 500
7 – 8	PALS	12	(13) 500
9 – 12	SH (Life Skills)	15	(16) 500
Elem/Int/HS	II	12	(13) 500

19 Affected individual unit members with caseload over the target will receive a stipend of \$500
 20 per semester, up to \$1,000 for the year.

ARTICLE 12. CLASS SIZE

- 1 5. For the 2015-16 school year the Association will dedicate .5% to GSAA, and the
2 District will match percentage. Any unused portion of the Association's .5% will be
3 redistributed to members employed in 2015-2016 by August 31, 2016.

- 4 6. For the 2016-17 school year the Association will dedicate the remaining available
5 balance of the .5% in the GSAA account, and the District will continue to match this
6 percentage. Any unused remaining available balance of the Association's .5% will be
7 redistributed to members employed in 2016-2017 by August 31, 2017.

- 8 7. Each year the Association and the District will "Meet and Confer" regarding the
9 amount of new dedicated money to be utilized for GSAA staffing.

- 10 8. At high schools, academic guidance counselors and intermediate student advisors
11 will receive a \$500 stipend per year due to additional hours for GSAA.

- 12 9. The intent of this Addendum is to reduce class sizes each year.

- 13 10. A semester is equivalent to 90 days. Additional students over the amount described
14 in section 4 must be enrolled at least 32 days in order for the teacher to receive the
15 stipend.

- 16 11. This Addendum will expire at the end of each school year unless it is renewed, or
17 modified and renewed, by both parties.
18
19
20
21

ARTICLE 13. LEAVES

1 13.1 By December 1st, the district shall provide each unit member with a written statement
2 of accrued sick leave entitlement for the academic year.
3

4 13.2 Absences for Illness or Accident (Sick Leave)

5 a) Each unit member shall be entitled to absence with full pay for personal illness
6 or injury, exclusive of all days the unit member is not required to render
7 services to the District for an academic year of service according to the
8 following schedule:

9 (1) .054 day per full workday of service;

10 (2) .054 day of leave per less-than-full day of service;

11 If such unit member does not take the full amount of leave allowed in any
12 academic year under this provision, the amount not taken shall be
13 accumulated from year to year. A part-time unit member employed on a
14 regular basis is entitled to that pro-rated amount of sick leave based upon the
15 percentage relationship between the number of days the specific unit member
16 works and the number of days of a full-time assignment.

17 b) When a unit member is absent from duties on account of illness or accident
18 for the period of five (5) school months or less, whether or not the absence
19 arises out of or in the course of employment of the unit member, and has
20 exhausted all entitlement of fully-paid sick leave, the amount paid the unit
21 member shall be the difference between the unit member's regular salary and
22 the regular daily substitute teacher salary. Should the unit member be absent
23 for thirty-one (31) or more consecutive working days, the amount paid shall be
24 the difference between the unit member's regular salary and the long-term
25 substitute teacher salary retroactive to the first day of absence. Each unit
26 member shall be guaranteed no less than thirty five dollars (\$35) per day of
27 absence. In the event a substitute is not employed, the amount paid the unit
28 member shall be either (1) the difference between the amount which would
29 have been paid a substitute at the regular daily or long-term substitute rate
30 (whichever is applicable) and the unit member's regular salary or (2) fifty
31 percent (50%) of the unit member's salary, whichever is greater. The District
32 shall make every reasonable effort to secure substitutes for absent classroom
33 teachers and for resource specialists absent for five (5) or more consecutive
34 school days.

35 c) In the event absence due to illness is five (5) consecutive workdays or less,
36 the unit member shall sign a statement declaring illness. If the illness is for a
37 period exceeding five (5) consecutive workdays, the unit member shall provide
38 the District with a statement signed by a physician, indicating the unit member
39 was ill for the stated period, and the unit member is now able to return to
40 regular duties.

41 d) At any time, the district may require a physician's statement of the nature of
42 the illness and the fitness of the unit member to return to work. The
43 physician's fee and the expenses of any necessary tests or examinations

ARTICLE 13. LEAVES

1 required by this subsection (d) shall be paid by the District. The District
2 reserves the right to designate the physician. Those fees and expenses
3 required by subsection (c) shall be borne by the unit member.

4 e) The annual sick leave allowance shall be available to the unit member after
5 reporting for duty. Payment received for sick leave allowance in excess of
6 days actually earned shall be refunded to the District upon termination of
7 employment.

8 f) The provisions of this section shall also apply due to quarantine by order of
9 any authorized health officer in the State of California, not arising out of or in
10 the course of employment.

11 g) An absent unit member's request for a particular substitute shall be honored
12 whenever possible. Unit members shall make requests for substitutes to the
13 Human Resources Division, and shall not make substitute arrangements
14 themselves.

15 h) Accrued fully-paid sick leave entitlement shall be reduced on a pro-rated basis
16 for less than full-day absences in increments of one-seventh (1/7) day.

17 i) Unit members may donate as many of their personal sick leave days, beyond
18 a base of ten (10) personal sick days, as they wish to immediate family
19 members who are certified employees of the District. The definition of
20 immediate family member in this section is found in Paragraph 13.4,
21 Bereavement Leave. Registered domestic partners and their equivalent
22 family members are included in this definition of family. these conditions shall
23 apply:

24 (1) Donations are voluntary;

25 (2) Donating unit members shall be able to do so after the receiving unit
26 member has exhausted his/her own personal sick days; and,

27 (3) Any other mutually agreed upon condition.

28 j) During the first twenty (20) days of the first semester and the first ten (10)
29 days of the second semester, the District will make every effort to provide
30 substitute support for high school counselors from the first day of absence.

31 **13.3 Pregnancy Related Disability**

32 a) Female unit members covered by this Agreement shall be entitled to utilize
33 paid leave upon presentation of verification from the employee's treating
34 physician stating:

35 (1) The nature of the disability;

36 (2) The expected duration of the disability; and

ARTICLE 13. LEAVES

- 1 (3) When the employee is free to return to her regular duties without
2 restriction.

- 3 b) The unit member may serve until such time as it is decided by a physician that
4 she is unable to perform the services required in her particular position.

- 5 c) No later than the end of the sixth (6th) month of pregnancy, the unit member is
6 required to provide Human Resources with a statement from her physician
7 indicating her expected date of disability and a prognosis of her ability to
8 perform her contractual duties. She is required to serve until such time as
9 illness or childbirth requires her absence, or identified by her physician.

- 10 d) Prior to the time the unit member is scheduled to return to her regular duties,
11 she will provide Human Resources with a letter from her physician stating that
12 she is free to return to her regular duties without restriction.

- 13 e) Up to four consecutive weeks of accrued sick leave may be reclassified as
14 adoptive leave and used for the purpose of receiving and caring for a newly
15 adoptive child who has not yet entered first grade. This benefit will not be
16 subject to the difference due provisions of this article. Such leave is only
17 available for a formal, legal adoption and the unit member must provide the
18 District with proof of such qualifications.

- 19 f) At the end of pregnancy or adoptive leave, the unit member may request an
20 unpaid leave for the remainder of the work year. If the unit member returns
21 during the same work year, her current assignment will be held for her.

- 22 g) Upon written request of the unit member, the District may extend the unpaid
23 leave for one additional academic year. An extension will normally be granted
24 only if the unit member's initial unpaid leave has been for less than a full year.
25 in cases of miscarriage, an individual on unpaid leave may be consider for
26 immediate placement provided a position for which the individual is qualified
27 exists and a statement from the attending physician indicates that the
28 individual is able to return full-time duty without detriment to her health.

13.4 Bereavement Leave

When death occurs in the immediate family of any certified unit member on regular contract, the unit member shall be entitled to five (5) days paid leave of absence for bereavement. The Superintendent may authorize a longer period of bereavement leave with full salary compensation, not to exceed five (5) additional days. Members of the immediate family as used in this section means the spouse, registered domestic partner and their equivalent family members, son, daughter, son-in-law, daughter-in-law, mother, father, grandmother, grandfather, grandchild, brother, sister, brother-in-law, sister-in-law of the unit member or of the spouse or of the children of the unit member, or any other family member or established member of the immediate household of the unit member as determined by the Deputy Superintendent, Human Resources. When a verified pregnancy results in miscarriage that results in a memorial service, the employee experiencing a miscarriage shall be entitled to no more than five (5) days of bereavement leave. A

ARTICLE 13. LEAVES

1 “child” means a biological, foster, or adopted child, stepchild, a legal ward, or a child
2 of a person standing in loco parentis. A “parent” means a biological, foster, or
3 adoptive parent, a step parent, or a legal guardian.

4 13.5 Military Leave of Absence

5 a) The Board of Education shall grant a leave of absence to all certified unit
6 members on a regular contract, for the duration of military service, subject
7 only to the presentation of satisfactory evidence of physical and mental fitness
8 to serve the District on return from military service. Such absence shall not
9 affect in any way the classification of a probationary unit member as a
10 permanent unit member by the District.

11 b) Within six (6) months after the honorable discharge of a certified unit member
12 from the armed forces of the United States, such a unit member shall be
13 entitled to return to a position in the classification held by the unit member at
14 the time of entrance into military service and to receive the salary to which the
15 unit member would be entitled had the unit member continued in the service of
16 the school District.

17 c) District payment to the retirement system shall be made for those unit
18 members who make their contributions to the system, either during or
19 immediately following the period of military service.

20 13.6 Absence Due to Quarantine

21 Any unit member unavoidably absent from duty under the quarantine arising out of
22 the course of their employment and by order of any authorized health officer in the
23 State of California, shall be paid their regular salary in full for the period of absence.

24 13.7 Exchange Teaching Leave

25 Upon the recommendation of the Superintendent, and with the written authorization of
26 the Board of Education, unit members may serve as exchange teachers in foreign
27 countries. During the period of such exchange, the Corona-Norco Unified School
28 District will pay the working salary of its unit members. It is expected that the salary
29 of the exchange teacher working during this period in the Corona-Norco Unified
30 School District will be paid by the district of origin of said exchange teacher.

31 13.8 Personal Necessity Leave

32 No more than ten (10) days per academic year of leave of absence for illness or injury
33 allowed pursuant to Education Code Section 44981 and this Agreement may be used
34 by the unit member in the following cases of personal necessity.

35 (a) Death of a member of the immediate family, as defined in Article 13.4. (this
36 would be in addition to Bereavement Leave)

37 (b) Accident involving the unit member’s person or property or the person or
38 property of a member of their immediate family, as defined above, of such an

ARTICLE 13. LEAVES

1 emergency nature that the immediate presence of the unit member is required
2 during their workday.

3 (c) Subpoena for mandatory court appearance as a litigant or a witness. In any
4 case in which a witness fee is payable, such fee shall be collected by the
5 employee and remitted to their District, not to exceed the actual amount paid a
6 substitute. The Definition of the word "litigate" does not include a plaintiff in a
7 legal action.

8 (d) Serious or critical illness of a member of the immediate family as defined
9 above, calling for services of a physician and of such emergency nature that
10 the immediate presence of the unit member is required during their workday
11 and which may require verification by a physician's statement.

12 (e) Religious holidays peculiar to the unit member's faith.

13 (f) Adopted parenthood when receiving a child into the home.

14 (g) Parenthood: when a unit member's child is born.

15 (h) No more than five (5) of these ten (10) days of absence may be used by the
16 unit member in cases of personal emergency. Personal emergency is defined
17 as resulting from factors that affect the unit member or their immediate family
18 and involve circumstances the member cannot reasonably be expected to
19 disregard and require their attention during the unit member's assigned hours
20 of service. Acceptable personal emergencies are as follows, and use of the
21 personal emergency leave shall be limited to the following circumstances:

22 (1) Situations involving a member of the unit member's immediate family
23 who is in the military service and require the presence of the
24 employee.

25 (2) Funeral of a very close friend or family member not covered by article
26 13.4.

27 (3) Court appearance of a member of the immediate family.

28 (4) Marriage of members of the immediate family

29 (5) Graduation of members of the immediate family.

30 (6) Additional services may constitute Personal Emergency, Subject to the
31 approval of the Deputy Superintendent, Human Resources.

32 (7) All ten (10) of these personal necessity days may be used by the unit
33 member for undisclosed personal emergency provided no more than
34 two (2) consecutive personal necessity days shall be used for this
35 purpose before returning to work.

36 The unit member shall be required to sign on a form provided by the District, a
37 statement that such absence was due to personal emergency.

ARTICLE 13. LEAVES

1 (i) Two (2) days will also be granted for the following reasons, with the unit
2 member being paid the difference between their salary and the salary paid the
3 substitute if a substitute is required:

4 (1) Comprehensive college exams.

5 (2) Court appearance as a plaintiff in a legal action.

6 Payment for such absence shall be made only upon certification by the unit
7 member's supervisor that the absence was due to a situation designated as a
8 personal emergency within the meaning of this section. Should a leave be
9 declared non-pay, the Human Resources Division will be notified by the
10 Supervisor.

11 **13.9 Industrial Accident or Illness Leave**

12 Certified unit members shall be provided leave of absence for industrial accident or
13 illness under the following rules and regulations:

14 (a) The accident or illness must have arisen out of and in the course of
15 employment of the unit members and must be accepted as a bona fide injury
16 or illness arising out of and in the course of employment by the worker's
17 Compensation Appeals Board.

18 b) Allowable leave for each industrial accident or illness shall be for the number
19 of days of temporary disability and shall not exceed sixty (60) days.

20 c) Allowable leave shall not be accumulated from year to year.

21 d) The leave under these rules and regulations shall commence on the first day
22 of absence.

23 e) When a unit member is absent from the unit member's duties on account of
24 industrial accident or illness, the unit member shall be paid such portion of the
25 salary due him/her for any month in which the accident occurs, as when
26 added to the unit member's temporary disability under Division 4 or Division
27 4.5 of the Labor Code, will result in a payment to the unit member of not more
28 than their full salary.

29 f) Industrial accident or illness shall be reduced by one day for each day of
30 authorized absence regardless of temporary disability indemnity award.

31 g) When an industrial accident or illness leave overlaps into the next fiscal year,
32 the unit member shall be entitled to only the amount of unused leave due the
33 unit member for the same illness or injury.

34 h) The benefits provided by these rules and regulations shall be applicable to all
35 unit members immediately upon becoming a unit member of the District.

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- 1 i) Any unit member receiving benefits as a result of these rules and regulations
2 shall, during the period of injury or illness, remain within the State of California
3 unless the Governing Board authorizes travel outside the state.
- 4 j) Upon termination of the industrial accident or illness leave, the unit member
5 shall be entitled to the benefits provided for sick leave and the unit member's
6 absence for such purposes shall be deemed to have commenced on the date
7 of termination of the industrial accident or illness leave, provided that if the unit
8 member continues to receive temporary disability indemnity, they may elect to
9 take as much of their accumulated sick leave which when added to the unit
10 member's temporary disability indemnity, will result in payment to the unit
11 member of not more than their full salary.
- 12 k) Unit members utilizing industrial leave provisions must comply with
13 procedures established by the District and use District authorized physicians
14 unless an accepted form to use their personal physician is on file in the
15 Business Services Office prior to the injury if a unit member fails to use a
16 District authorized physician for an industrial injury, he/she may be liable for
17 any expense incurred as well as having the claim rejected.
- 18 l) Only absences specifically authorized by a physician's statement will be
19 accepted as industrial leave.
- 20 m) When released by a physician to return to work after an industrial leave, the
21 unit member must obtain a physician's statement to that effect. Such release
22 will be submitted to the Human Resources Division.

23 13.10 Jury Duty

- 24 (a) Leaves of absence will be granted to certified unit members regularly called
25 for jury duty or subpoenaed as a witness in the manner provided by law.
26 When such leave is granted, the unit member is entitled to their regular salary
27 less any fees received.
- 28 (b) Proof of service shall be presented to the Superintendent, if so requested,
29 upon return to duty.

30 13.11 Unpaid Leave of Absence

31 Unpaid Leave of Absence for personal reasons or extended leave of absence without
32 pay for personal reasons shall be granted by the Board of Education to a unit
33 member upon approval of the Deputy Superintendent, Human Resources. Reasons
34 for which leave may be granted include, but are not limited to, the following:
35

- 36 (a) Illness in the immediate family
37 (b) Peace Corps and Vista
38 (c) Accepting a new child into the family by birth or legal adoption
39 (d) Other circumstances which require the unit member's absence from work.

ARTICLE 13. LEAVES

1 13.12 Educational leaves

2 The District may authorize unpaid education leaves under the following conditions:

- 3
- 4 (a) Leaves shall be granted either for one semester (one-half year) or for one (1)
 - 5 full work year.
 - 6 (b) Any unit member on such leave shall be enrolled in a full-time day program at
 - 7 an accredited college or university.
 - 8 (c) Such leaves may also be granted for educational travel provided the
 - 9 employee receives district approval of the itinerary and the district verifies
 - 10 that the travel is directly related to the employee's assignment.
 - 11 (d) The program in which the unit member is enrolled shall be directly related to
 - 12 the unit member's teaching assignment.
 - 13 (e) Any unit member granted such leave shall guarantee that such unit member
 - 14 shall work for the district a minimum of two (2) years following completion of
 - 15 such leave.

16 The determination of specific unit members granted such leave shall be completely

17 within the discretion of the District.

18 13.13 Miscellaneous

- 19 (a) Unless otherwise provided in this Article, a unit member on a paid leave of
- 20 absence shall be entitled to return to the same position which the unit member
- 21 held immediately before commencement of the leave. If such position has
- 22 been eliminated or if such position has been filled by another regular unit
- 23 member whose position has been eliminated, a unit member returning from
- 24 leave shall be reinstated in the same job classification as defined in Article 2
- 25 and the district shall make every good faith attempt to place the unit member
- 26 in the same grade level as defined in Article 14.1.
- 27 (b) Unless otherwise provided in this Article, a unit member on a paid leave of
- 28 absence shall be entitled to receive credit for annual salary increments
- 29 provided during said leave; and receive during said leave all other unit
- 30 member fringe benefits, to the extent not expressly prohibited by law.
- 31 (c) The fringe benefit program of a unit member on an unpaid leave of absence
- 32 shall be maintained at the unit member's option and expense.

33 13.14 Misuse of Leave

34 A unit member may take a leave of absence only under the provisions specified in

35 this section. Should a unit member be absent for reasons other than those specified,

36 without permission of the unit member's immediate supervisor, such unit member

37 shall not be paid for the period of absence. Leaves of absence shall not be used for

38 strikes, walkouts, or other conditions related to employment dissatisfaction.

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1 13.15 Disability Leave

2 A member of the unit who has applied for disability allowance under STRS shall be
3 granted an unpaid leave of absence of up to twelve (12) months. If the application
4 has not been acted upon, and following proof of processing, if necessary, the
5 additional twelve (12) month of unpaid leave of absence may be granted. Any unit
6 member who has been granted disability leave shall be carried as a District employee
7 for a period up to thirty-nine (39) months.

8 13.16 Catastrophic Leave Bank

9 (a) Definition

10 Bargaining unit members who suffer a catastrophic injury/illness that is
11 expected to incapacitate the unit member for an extended period of time (in
12 excess of thirty (30) days).

13 (b) Eligibility

- 14 (1) All permanent unit members on active duty with the district are eligible
15 to contribute to the Catastrophic Leave Bank.
- 16 (2) **Participation is voluntary**, but requires contribution to the bank. Only
17 contributors will be permitted to withdraw from the Bank.
- 18 (3) The contribution, on the appropriate form, will be authorized by the unit
19 member and continued from year-to-year until canceled by the unit
20 member.
- 21 (4) Cancellation of membership in the Bank occurs automatically
22 whenever a unit member with more than ten (10) days of remaining
23 sick leave fails to make his/her assessment contribution as per the
24 above paragraph. The unit member shall not be eligible to draw from
25 the Bank as of the effective date of cancellation. Sick leave previously
26 authorized for contribution to the Bank shall not be returned if the unit
27 member effects cancellation.
- 28 (5) Leave from the Bank may not be used for illness or disability which
29 qualifies the unit member for Workers' Compensation leave, and
30 his/her own paid leave.
- 31 (6) When the unit member may reasonably be presumed to be eligible for
32 disability retirement under STRS or if applicable, Social Security,
33 he/she may be requested to apply for such retirement. Failure of the
34 unit member to submit a complete application, including medical
35 information provided by the applicant's own physician, within twenty
36 (20) workdays will disqualify the unit member from further Sick Leave
37 Bank payments.

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1 (7) Unit members joining the Sick Leave Bank during open enrollment
2 shall become members of the Bank on the first day of their paid
3 service the following school year. Two of their initial ten (10) days of
4 personal sick leave shall be donated to the Sick Leave Bank on the
5 first day of their membership.

6 (8) The District will transfer the balance of days from the administrator
7 bank to the CNTA bank for those who served as an administrator and
8 subsequently became a member of the CNTA.

9 (c) **Establishment of the Bank**

10 (1) Any eligible unit member may donate to the Catastrophic Leave Bank
11 from their first two (2) days of yearly accruable personal sick leave.
12 Membership begins July 1.

13 (2) The donation of sick leave by the unit member shall be irrevocable.
14 The unit member shall file a "Certified Sick Leave Bank Deposit Form"
15 with the payroll office. A donation to the sick leave bank shall be a
16 general donation from prior years' accumulations, and shall not be
17 considered a donation to a specific unit member for his/her exclusive u
18 use.

19 (3) The use of this Catastrophic Sick Leave Bank shall only be available to
20 those eligible bargaining unit members who have made a donation of
21 one sick leave day to join the Bank and one day as an annual
22 contribution to the Bank prior to their request and have continued
23 participation under 13.16(b).

24 (4) An additional day of contribution will be required of all participants if
25 the number of days in the Bank falls below 25% of the number of
26 bargaining unit members. Catastrophic Leave Bank unit member
27 participants who are drawing from the Bank at the time of the
28 assessment will not be required to contribute to remain eligible to draw
29 from the bank. If a Catastrophic Leave Bank unit member participant
30 has ten (10) or fewer days sick leave at the time of the assessment,
31 he/she need not contribute the additional day at this time to remain a
32 participant in the Catastrophic Leave Bank, however, the unit member
33 will be assessed the additional day at the commencement of the next
34 work year.

35 (5) Following initial enrollment, bargaining unit members may join the Sick
36 Leave Bank during the annual open enrollment periods (May –
37 June)only. All eligible unit members may join the Catastrophic Leave
38 Bank during the annual open enrollment period of May 1 through June
39 30 by contributing the first two (2) days of their accruable annual
40 personal sick leave from the next school year.

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1 (d) **Designated Contributions**

2 (1) Members of the Catastrophic Leave Bank may contribute as many of
3 their accrued personal sick leave days, beyond a base of ten (10)
4 personal sick days, as they wish in increments of ten (10) days, or
5 less, to designated individuals.

6 a. Donations are voluntary;

7 b. Donating unit members shall be able to do so after the
8 receiving unit member has exhausted his/her own
9 personal sick days; and,

10 c. Any other mutually agreed upon condition.

11 The Association and District mutually agree to further discussions related to
12 paragraph 13.16 (d) upon request by either party.

13 (e) **Withdrawal from the Bank**

14 (1) A unit member wishing to use this sick leave bank shall submit a
15 “Certified Sick Leave Bank Request For Withdrawal Form.” this form
16 shall be submitted to the Corona-Norco Teachers Association office.
17 The request shall clearly state the details of the catastrophe and the
18 amount of sick leave requested. Appropriate written verification of the
19 catastrophic illness or injury must be included with the request. The
20 unit member should be prepared to provide additional documentation
21 on the nature and severity of the illness or injury, if requested. A Sick
22 Leave Bank Committee shall consider the request of the unit member.

23 (2) The unit member to receive donated sick leave must have exhausted
24 all fully paid leave and be in a true catastrophic condition.

25 (3) A unit member who has exhausted sick leave but still has differential
26 leave available is eligible for withdrawal from the bank. Use of the
27 Sick Leave Bank benefit is allowable only as a supplement to such
28 differential leave. The District shall pay the unit member full pay and
29 the bank shall be charged on a pro-rata basis.

30 (4) The maximum number of duty days allowed to be utilized by one unit
31 member for a single catastrophic injury/illness shall not exceed eighty
32 (80) work days. A unit member may request a specific number of days
33 on a “Certified Sick Leave Bank Request For Withdrawal Form”
34 obtainable at the Corona-Norco Teachers Association office.
35 Catastrophic Leave Bank Members may request up to eighty (80) days
36 total undesignated withdrawal from the bank in increments of twenty
37 (20) days or less. Recipients will pay back one day per year until
38 allotted days are repaid.

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- 1 (5) Any days approved that are unused by the unit member shall be
2 returned to the Catastrophic Sick Leave Bank.
- 3 (6) If a unit member uses a day from the Sick Leave Bank, pay for that
4 day shall be the same rate the unit member would have received had
5 the unit member worked that day. No distinction shall be made as to
6 the differing pay rates of the donors or recipients.
- 7 (7) If the Catastrophic Leave Bank does not have sufficient days to fund a
8 withdrawal request, the Committee is under no obligation to provide
9 days and the District is under no obligation to pay the participant any
10 funds whatsoever. If the Committee denies a request for withdrawal,
11 or an extension of withdrawal, because of insufficient days to fund the
12 request, they shall notify the participant, in writing, of the reason for the
13 denial.

14 (f) **Administration of the Bank**

- 15 (1) The Catastrophic Leave Bank Committee shall have the responsibility
16 of maintaining the informal records of the Catastrophic Leave Bank,
17 receiving withdrawal requests, verifying the validity of requests,
18 approving or denying the request, and communicating its decisions, in
19 writing, to the participants and to the District. Formal records are
20 maintained by the District's Business Office. Such formal records
21 include the deduction of sick days and pay to eligible parties. During
22 November of each year, the payroll office shall provide the
23 Association a statement outlining the number of days available in the
24 bank as of November 1 of that year and the number of days used in
25 the previous fiscal year.
- 26 (2) The Committee's authority shall be limited to the administration of the
27 bank. The Committee shall approve all properly submitted requests
28 complying with the terms of this article. Withdrawals may not be
29 denied on the basis of type of illness or disability.
- 30 (3) Catastrophic Leave Bank shall be administered by a four (4) member
31 Catastrophic Leave Bank Committee, two (2) members appointed by
32 the President of the Association and two (2) members appointed by
33 the Deputy Superintendent, Human Resources.
- 34 (4) The Committee may grant, reject, or partially grant a request. Any
35 rejection of a request may be appealed to the President of the
36 Association, or designee, and the District Superintendent, or designee,
37 for final action and decision. The timelines for filing an appeal shall be
38 twenty (20) workdays following receipt of the decision of the
39 committee.
- 40 (5) Applications shall be reviewed and decisions of the Committee
41 reported to the applicant, in writing, within ten (10) workdays of the
42 receipt of the application.

ARTICLE 13. LEAVES

1 (6) The Committee shall keep all records confidential and shall not
2 disclose the nature of the illness, except as necessary to process the
3 request for withdrawal, and defend against any appeals of denials.

4 (g) **Appeal**

5 Catastrophic Leave Bank participants who are denied a withdrawal or whose
6 withdrawal is not renewed or terminated may, within twenty (20) workdays of
7 denial, appeal, in writing, to the President of the Association, or his/her
8 designee, and the District Superintendent, or his/her designee. These parties
9 shall hold a hearing within twenty (20) workdays of the hearing. The parties
10 shall issue a confidential written decision within ten (10) workdays following
11 the hearing. If the participant's incapacitation does not allow participation in
12 this appeal process, the participant's agent or member of the family may
13 process the appeal.

14 (h) **Hold Harmless**

15 (1) The Association agrees that it will not file, on its own behalf or on the
16 behalf of any unit member, any grievance, claim, or lawsuit of any kind
17 related to any attempt by a unit member to retrieve donated sick leave
18 used by another unit member pursuant to this provision. The
19 association also agrees that it will not file, on its own behalf or on
20 behalf of any unit member, any grievance, claim, or lawsuit of any kind
21 which attempts to challenge in any way the legal enforcement of this
22 provision.

23 (2) The Association agrees to defend, indemnify and hold harmless the
24 District from any loss or damages arising from the implementation of
25 this provision.

26 (i) **Review Process and Termination of Bank**

27 (1) At the end of two years, the parties will meet to review the experience
28 history of the Catastrophic Leave Bank and determine the feasibility of
29 the continuing the program. If it is determined to discontinue the
30 program, all remaining sick leave days in the Bank will be distributed
31 equitably to the then current members of the Bank.

32 (2) If the Sick Leave Bank is terminated for any reason, the days
33 remaining in the Bank shall be equitably distributed to the then current
34 members of the Bank.

35 **13.8 Family Care and Medical Leave Act**

36 The District shall comply with the requirements of both the Family Care and Medical
37 Leave Act (FCML) and the state law. The interpretation and implementation of the
38 FCML shall not diminish any contract benefits contained herein. The FCML shall
39 supplement contract benefits.

ARTICLE 14. TRANSFER POLICY

1 14.1 Definitions

2 (a) Assignment: Assignment refers to a site, grade level (elementary only), and
3 department (secondary only). Unit members working at one site are
4 considered assigned to that site. Unit members working at more than one site
5 (excluding those with work stations at the District Office) shall designate one
6 site as their assigned site.

7 (b) Site: Sites are either individual schools or the District Office.

8 (c) Transfer: Transfer is the change of a unit member from one site to another or
9 from one job classification to another. Transfers may be voluntary (unit
10 member initiated), involuntary (District initiated), or by displacement.

11 (d) Displacement: Displacements are District initiated reassignments and
12 transfers necessitated by shifting enrollment within the District or school sites,
13 or loss of state, federal or grant funding, resulting in the loss or gain of one or
14 more positions at a site or within a grade level. Displacements may be
15 voluntary [as defined in 14.1(c)] or involuntary [as defined in 14.1(d)]. District
16 displacement decisions are made prior to transfers. Site displacement
17 decisions are made prior to reassignments.

18 (e) Vacancy: A vacancy is an assignment at a given District site, which is not
19 filled by a reassignment at that site, by a returnee from a paid leave of
20 absence, or by a District initiated transfer. The determination of whether or
21 not a vacancy exists is within the sole discretion of the District.

22 (f) Seniority: For purposes of this Article, seniority dates from the first paid day of
23 service with a contract of 75% or more of a school year.

24 14.2 Voluntary Reassignment Procedures

25 (a) Reassignment opportunities shall be posted on a specially designated bulletin
26 board at each site (or designated website) as they occur. Postings shall
27 include the grade, track, beginning date, required credential(s) and other legal
28 requirements, teaching experience in specific subject/grade levels for the
29 vacancy, and application process.

30 (b) Reassignments shall not be arbitrary or capricious.

31 (c) At the unit member's request, prior to the reassignment being made, a
32 conference shall be held between the District and the unit member outlining
33 the specific reasons for the reassignment. A unit member may have a
34 representative at the conference. A written rationale shall be provided to the
35 unit member upon their request.

36 (d) At the unit member's request, prior to the reassignment being made, a
37 conference shall be held between the District and the unit member outlining
38 the specific reasons for the reassignment. A unit member may have a

ARTICLE 14. TRANSFER POLICY

1 representative at the conference. A written rationale shall be provided to the
2 unit member upon their request.

3 **14.3 Voluntary Transfer Procedures**

4 (a) Notices of all vacancies which occur in any of the job classifications listed in
5 Article 2 shall be posted on a specially designated bulletin board at each site
6 (or designated website) as they occur. Postings shall include the grade, track,
7 beginning date, required credential(s) and other legal requirements, teaching
8 experience in specific subject/grade levels for the vacancy, and application
9 process.

10 (b) Transfers shall not be arbitrary or capricious.

11 (c) At the unit member's request, prior to the transfer being made, a conference
12 shall be held between the District and the unit member outlining the specific
13 reasons for the transfer. A unit member may have a representative at the
14 conference. A written rationale shall be provided to the unit member upon
15 request.

16 **14.4 Displacement Procedures**

17 (a) In the event that displacement reassignments are required, the district will
18 follow these steps:

19 (1) Volunteers shall be sought first among unit members in the grade
20 levels losing positions and then among unit members across the site.

21 (2) Volunteers for displacement shall be displaced first.

22 (3) If no unit members volunteer for site grade level displacement, the
23 District will assign grade levels based on District seniority, the
24 educational needs of the District, and in a manner that is minimally
25 disruptive to the site. In the event seniority is not the determining
26 factor a meeting will be held between the site administrator, a Human
27 Resources designee, a CNTA representative, and the affected unit
28 member.

29 (4) Displaced unit members will have the first priority to volunteer to return
30 to a similar assignment on site.

31 (5) If possible, no unit member will be reassigned through displacement
32 for two consecutive years.

33 (b) In the event that displacement transfers are required, the District will follow
34 these steps:

35 (1) Volunteers shall be sought at the site. If more unit members volunteer
36 than are needed, the most senior shall be selected.

ARTICLE 14. TRANSFER POLICY

1 (2) If no unit member volunteers, the unit member at the site or
2 department with the least District seniority date shall be displaced first.

3 (3) If more than one displacement is necessary the most senior (then the
4 next most senior, and so on) displaced unit member shall select the
5 displacement transfer assignment first.

6 (4) Transfer displacements may create reassignment opportunities which
7 shall be dealt with in accordance with Article 14.2 of the CBA.

8 (c) Displaced unit members transferred or reassigned shall be granted two days
9 of bankable release time to relocate. In the event that an involuntary
10 displacement results in a grade change at the elementary level, the unit
11 member will be provided up to \$1000 approved by the District for grade and
12 site plan appropriate supplies. Approval of these supplies shall not be
13 arbitrary or capricious.

14 (d) When possible, unit members shall be notified no less than five (5) student
15 days prior to implementation of a displacement.

16 (e) Involuntarily displaced unit members shall have the right to return to their
17 original sites should vacancies for which they are legally qualified occur during
18 the subsequent school year following their original transfer displacement.

19 **14.5 Involuntary Transfer and Reassignment Procedures**

20 (a) Involuntary transfers and reassignments, as used in this section, shall not be
21 subject to the provisions of article 14.2, 14.3, or 14.4.

22 (b) Involuntary reassignments or transfers shall not be made arbitrarily or
23 capriciously and shall only be made for specific educational needs.

24 (c) The identified unit member must be given an opportunity of no less than forty-
25 five (45) student days to address and correct the listed educational needs of
26 the district with the site administrator. If requested by the identified unit
27 member, a coach, approved by the district and the association, shall be
28 provided. The coach shall not give reports to anyone other than the identified
29 unit member unless requested in writing by the identified unit member (except
30 as required by law).

31 (d) In the event that the educational needs are not addressed to the satisfaction
32 of the district, the district may reassign or transfer the identified unit member.
33 The district may create an appropriate vacancy at a site through displacement.

34 (e) Involuntarily transferred/reassigned unit members shall be granted two (2)
35 days of bankable release time to relocate. In the event that the transfer
36 requires a grade change at the elementary level, the unit member will be
37 provided up to \$1000 approved by the district for grade and site plan
38 appropriate supplies funded by the site. Approval of these supplies shall not
39 be arbitrary or capricious

ARTICLE 14. TRANSFER POLICY

1 (f) Once it is determined by the District that an involuntary transfer or
2 reassignment must be made, the district shall place the identified unit member
3 in the designated assignment without posting it as a vacancy.

4 (g) Involuntary reassignments and transfers shall not be for disciplinary reasons,
5 except as provided in article 14.9(b).

6 14.6 Timelines

7 (a) Reassignment opportunities shall be posted for no fewer than five (5) student
8 days. Site unit members must apply within the posting period. If no site unit
9 members apply for a reassignment opportunity, the District shall determine if it
10 is a vacancy.

11 (b) Transfer vacancies shall be posted at all sites as they are determined by the
12 District for no fewer than five (5) student days. Unit members must apply
13 within the posting period. If no unit members apply for the vacancy, the
14 position may be filled at the District's discretion.

15 (c) Displacements may take place at any time according to the needs of the
16 district, in accordance with Article 14.4. Displacements take precedence over
17 transfers and reassignments.

18 (d) Within two (2) weeks of the beginning of each school year, the District may fill
19 vacancies with temporary staff as permitted by law.

20 (e) Beginning each school year, the unit members may request individual
21 notification via the unit member's District email address or transfer vacancies
22 at a specific site or sites. Requests are to be made year to year and expire at
23 the end of each school year.

24 (f) Each elementary unit member shall receive a tentative notification from their
25 principal of possible displacement from the school site for the subsequent
26 school year no later than April 15.

27 14.7 Year-Round Schools

28 (a) Grade and track assignments at Year-Round schools are separate
29 assignments and are each subject to Paragraphs 14.2 and 14.4a of the CBA.

30 (b) Unit members who have children attending schools in the District will have
31 priority to enroll their children at the same site and/or on the same track as the
32 unit member, subject to available space.

33 (c) Unit members who are married or registered domestic partners shall have the
34 option of being placed on the same track, subject to available space.

35 (d) For the purposes of this section only, tracks A and B shall be deemed
36 equivalent to a traditional schedule.

ARTICLE 14. TRANSFER POLICY

1 14.8 New School Openings

2 When staffing new school openings, the District shall fill vacancies with voluntary and
3 involuntary displacements in accordance with Article 14.4, as well as voluntary and
4 involuntary transfers in accordance with Article 14.3 and Article 14.5. It is understood
5 that Human Resources will monitor the staffing of new schools to avoid excessively
6 impacting the staff at other District schools, when possible.

7 14.9 General Provisions

- 8 (a) Should a unit member be denied a transfer or reassignment, they may submit,
9 within ten (10) student days of the denial, a written request for the reasons of
10 the denial to Human Resources. The District shall respond in writing within
11 ten (10) student days.
- 12 (b) The District reserves the right to make involuntary transfers for reasons of
13 legal liability or action, in which case Article 14.5 shall not apply.
- 14 (c) The District reserves the right to make involuntary transfers for reasons of
15 legal liability or action, in which case Article 14.5 shall not apply.
- 16 (d) Site administrators may elect to notify unit members of reassignment
17 opportunities personally, by telephone or by electronic means.
- 18 (e) The creation or dissolution of a shared contract may require a reassignment or
19 transfer of a unit member, at the sole discretion of the District. In such cases,
20 the provisions of Article 14.2 through 14.7 shall not apply. Refer to Article 30
21 of the CBA.

ARTICLE 15. CERTIFICATED UNIT MEMBER EVALUATION PROCEDURES

Definition of Terms

Exceeds Standards: This unit Member exhibits **MOST** of the behaviors associated with MEET STANDARD, and includes **other elements that go above and beyond**. (Examples are specified under each sub-standard).

Meets Standards: This Unit Member exhibits **MOST** of the behaviors that are specified within each sub-standard)

Partially Meets Standards: This Unit Member exhibits **SOME** of the behaviors associated with MEET STANDARDS.

Does Not Meet Standards: This Unit Member exhibits **FEW/NONE** of the behaviors associated with MEET STANDARDS.

15.1 The District shall use his evaluation procedure for the primary purpose of helping unit members to improve their performance.

15.2 Every probationary unit member shall be evaluated by the District in writing at least once each school year, no later than March 1.

15.3 (a) Permanent unit members with the overall performance rating of **Meets** or **Exceeds Standards** on the evaluation the preceding year, and who have been employed in the District at least (3) consecutive preceding years, shall be evaluated every other school year except per Education Code 44938.

(b) Permanent unit members with at least ten (10) years of District service who are highly qualified (pursuant to ESEA/NCLB) and whose previous overall performance rating on the evaluation **Meets** or **Exceeds Standards**, may mutually agree in writing with their evaluator to be evaluated at least every five (5) years. The unit member or the evaluator may rescind this agreement at any time, but not during the school year the evaluation is taking place except per Education Code 44938.

(c) If a unit member transfers or changes assignments during the five (5) year period, a new agreement shall be signed, if mutual agreement continues.

(d) Evaluations of permanent unit members shall be in writing no later than April 30 in those years that they take place.

(e) During the pre-evaluation meeting between the unit member and the evaluator, permanent unit members may request alternative forms of evaluations. The form, substance, and content for any alternative evaluation must be agree upon by both the member and their evaluator each time alternative procedures are used.

ARTICLE 15. CERTIFICATED UNIT MEMBER EVALUATION PROCEDURES

1 15.4 No later than the end of each unit member's thirty-fifth (35th) workday of the work
2 year of the unit member in which evaluation is to take place, the evaluator and the
3 unit member shall meet in order to agree mutually upon the elements of the
4 evaluation. Conditions such as class size, intellectual abilities of the learners,
5 availability of support personnel, and the learning environment provided, shall be
6 considered in determining whether the unit member has met the unit member's
7 objectives. In the event that the evaluator and the unit member fail to agree on one
8 or more of the elements of the evaluation, the unit member may attach a written
9 statement of the unit member's objections and request that the designee of the
10 Superintendent meet with the evaluator and the unit member.

11 15.5 During the course of the evaluation period, mitigating circumstances may arise which
12 require modification of the elements of evaluation. The necessity for review of the
13 evaluation elements shall be determined by the unit member being evaluated or the
14 unit member's immediate supervisor, and the determination of the new evaluation
15 elements shall be arrived at in accordance with subsection 15.4 of this Agreement
16 with the waiver of time limitations

17 15.6 Each evaluation of a tenured member shall be based upon at least one observation
18 lasting a minimum of thirty (30) minutes. Each evaluation of a probationary member
19 shall be based upon at least one observation lasting a minimum of thirty (30) minutes
20 and two (2) additional observations lasting a minimum of fifteen (15) minutes. These
21 observations may be scheduled or unscheduled. Upon request of the unit member, a
22 follow-up conference between the unit member and the evaluator shall be held. Any
23 unit member who receives an overall performance rating that does not **Meet**
24 **Standards** evaluation shall, upon written request, be entitled to a subsequent

ARTICLE 15. CERTIFICATED UNIT MEMBER EVALUATION PROCEDURES

1 observation and written evaluation by an evaluator of the unit member's choosing
2 from a list of four (4) administrators provided by the Superintendent's designee.

3 15.7 The unit member's evaluator shall take affirmative action to assist and encourage the
4 correction of any cited deficiencies. Such action shall include specific
5 recommendations, and may include release time for the unit member to visit and
6 observe similar classes in other schools. Upon request of the unit member, a
7 representative of the District shall demonstrate in the actual work environment the
8 corrective techniques that are proposed. A unit member shall not be held
9 accountable for any cited deficiencies which the unit member has no authority to
10 correct.

11 15.8 The performance of each unit member shall be evaluated in writing by an
12 administrator pursuant to those Education Code sections dealing with the evaluation
13 of certificated personnel.

14 15.9 The evaluator and the unit member shall sign the evaluation and signify the dates that
15 the evaluation was drafted. The signature shall not be construed to mean that the
16 unit member agrees with the evaluation.

17 15.10 The District shall maintain the unit member's personnel file at the District Human
18 Resources Division.

19 (a) No evaluations, correspondence, or other material making reference to a unit
20 member's competence, character, or manner, shall be kept or placed on file in
21 any location without the unit member's knowledge and opportunity to attach
22 comments. A unit member shall be notified at the time material is added to
23 their file and given a copy. All such material shall be dated and signed by its
24 originator.

ARTICLE 15. CERTIFICATED UNIT MEMBER EVALUATION PROCEDURES

1 (b) Before derogatory material can be utilized in a unit member's evaluation, the
2 unit member shall have been provided a copy and shall have been given an
3 opportunity to attach a rebuttal.

4 (c) Derogatory material relating to unit member actions or omissions which have
5 not been repeated within the prior three (3) year period may not be used by
6 the District in any evaluation and shall not be the basis for denying a transfer
7 and shall not be included in a reference for employment outside the District.
8 The unit member may request in writing that such material be removed from
9 the file. The Deputy Superintendent of Human Resources or designee shall
10 decide whether the questioned material is to be removed.

11 15.11 The content of all written material obtained in the evaluation process shall be kept in
12 the strictest confidence. Except as provided below, access to evaluations shall be
13 limited to the members of the District Administration and the Board of Education. This
14 shall not preclude the use of the evaluation in any administrative and/or legal hearing
15 process. Upon written authorization by the unit member, a representative of the
16 Association shall be permitted to examine and/or obtain copies of the evaluation in
17 such unit member's personnel file. The District shall keep a log indicating the name
18 of persons who have requested to examine the evaluation, as well as the dates such
19 requests were made. Such log shall be available for examination by the unit member
20 or the Association if so authorized by the unit member.

21 15.12 The unit member may request that complimentary materials relating to such unit
22 member's professional activities be placed in said unit member's personnel file.

23 15.13 A unit member shall have the right to designate a witness at a conference dealing
24 with a negative evaluation.

25 15.14 Those unit members identified in Article 2.1 as RS, APE, AH, CH, H&H, LH, OMS,
26 PH, SH, and VH who receive an overall performance rating on the evaluation that
27 does not **Meet Standards** may, upon the unit member's request, receive an
28 additional evaluation subject to availability of the District program supervisor.

ARTICLE 15. CERTIFICATED UNIT MEMBER EVALUATION PROCEDURES

1 15.15 The evaluator shall not solicit student evaluation of unit member performance during
2 classroom observations

3 15.16 The content of the evaluations are not subject to the grievance procedure.

4 15.17 The evaluation documents shall be reviewed annually by a committee comprised of
5 no more than four (4) CNTA appointees and no more than four (4) District
6 appointees.

7 **Memorandum of Understanding (MOU) between the Corona-Norco Unified School**
8 **District (CNUSD) and the Corona-Norco Teachers Association (CNTA)**

9 **April 18, 2014**

10 **Evaluation Pilot Program**

11 This MOU is entered into by and between the Corona-Norco Unified School District and the
12 Corona-Norco Teachers Association concerning Article 15 Certificated Unit Member
13 Evaluation Procedures. A common interest for both CNUSD and CNTA is to study and
14 develop a pilot program for the purpose of: 1) improving instruction, 2) student achievement,
15 3) professional practice across the District via the use of multiple measures in the evaluation
16 of teachers, and 4) a stipend for highly qualified teachers (i.e. National Board Certified,
17 RCOE Teacher Leader Program, or other participating teacher from the District). This pilot
18 program is strictly voluntary.

19 Additionally, the selection and involvement of National Board certified teachers, or teachers
20 with similar equivalency training (to be determined by committee), is one of the major goals
21 of the program. The intent of the voluntary pilot program is strictly to improve practice and it
22 is expected that the program will commence when the committee establishes a framework.

23 The goals of both CNUSD and CNTA includes the development of a Pilot Evaluation
24 Committee comprised of an even number of Management and CNTA personnel. The
25 objectives of the committee include:

- 26 (a) Selection of a pilot school(s).
- 27 (b) Providing a stipend at the end of the school year for those teachers in the
28 program whose student's assessment scores indicate significant growth (TBD
29 by Pilot Committee); thereby, teachers meeting professional goals.
- 30 (c) 50% of evaluation Standards will include the California Standards for the
31 Teaching Profession (CSTPs) and/or a mutually agreed upon criteria.

ARTICLE 15. CERTIFICATED UNIT MEMBER EVALUATION PROCEDURES

- 1 (d) 25% comprised of teacher generated professional goals which are specific,
2 measurable, achievable, relevant, and time bound (SMART goals); this
3 includes utilizing the 35 day conference guidelines;

- 4 (e) The remaining 25% of the measures used in the pilot evaluation process will
5 be developed by the committee; and

- 6 (f) Participating teachers in Pilot program will receive a stipend (decided by Pilot
7 Committee).

ARTICLE 16. SALARIES

1 16.1 The per diem rate of pay for each unit member shall be the unit member's annual
2 salary as defined and tabulated in the "Basic Work Year Salary Schedule" in effect at
3 the time, divided by one hundred eighty-five (185). "The Hourly Rate of Pay" for each
4 unit member shall be the per diem rate of pay divided by seven and one-half (7.5).

5 16.2 A unit member who serves more or less than a basic work year shall receive a salary
6 equal to the number of days worked multiplied by the unit member's per diem rate of
7 pay.

8 16.3 Upon request by the affected unit member, salary payments for services in addition to
9 the unit member's regular assignment shall be made by separate check as soon as
10 practicable after the service has been performed.

11 16.4 A unit member shall be credited one step of advancement on the basic work year
12 salary schedule in effect at the time for each year of certificated experience prior to
13 employment by the District to the maximum of ten (10) years.

14 16.5 Continued step advancement on the salary schedule shall be at the rate of one step
15 for each year of employment in the District. A unit member who is employed for at
16 least 75% of the work year shall be given credit for that years' experience for step
17 advancement. Unit members working less than 75% of the work year shall have
18 advancement on the salary schedule prorated appropriately. Accumulation of service
19 credit is eliminated by a break in contracted service.

20 16.6 A unit member shall be placed in the appropriate class of the Basic Work Year Salary
21 Schedule upon verification of the specific class. In order to be accepted for class
22 advancement, course work must be completed after the date which the degree is
23 granted.

24 16.7 Official grade cards, official transcripts, or a letter signed by the registrar of an
25 accredited college or university on letterhead with the official stamp or seal showing

ARTICLE 16. SALARIES

1 evidence of sufficient course credit, shall be submitted to Human Resources and
2 acted upon by the Board of Education at its next regular meeting. Accredited college
3 or university means those accredited by associations which are members of the
4 American Council on Education and/or the California Commission on Teacher
5 Credentialing. Reassignment to a higher classification shall become effective at the
6 beginning of the next pay period following approval by the Board. All units taken for
7 course credit shall be upper division or graduate credits, unless approval has been
8 granted prior to enrollment by the Deputy Superintendent, Human Resources. In
9 order for course credits to be acceptable for class advancement, they must be from
10 an approved institution and must meet one of the following requirements:

- 11 (a) Be related to the teaching field;
- 12 (b) Apply toward an advanced degree or credential in the field of education;
- 13 (c) Apply toward a planned expansion of the education field.

14 16.8 For the purpose of class placement, quarter units shall be converted to semester
15 units by multiplying the quarter units by two-thirds ($2/3$).

16 16.9 Notwithstanding the provisions of Article 16.8 above, continuing education hours
17 required of a school nurse for renewal of a license by the California Board of
18 Registered Nurses shall be accepted for salary advancement course credit at the rate
19 of one semester unit per fifteen (15) hours.

20 16.10 The District shall provide each unit member with an annual statement of the number
21 of units that the District has on file for such unit member.

22 16.11 The hourly rate of pay for Home Teaching and Adult Education shall be specified in
23 the Adult Education and Home Teaching Hourly Rate Schedule in the Appendix.

24 16.12 The hourly rate of pay for curriculum preparation and in-service planning shall be as
25 specified in the Appendix.

ARTICLE 16. SALARIES

1 16.13 A secondary teacher who is assigned one or more teaching periods in addition to
2 those scheduled in the standard seven and one-half (7-1/2) hour workday shall be
3 paid under separate contract at a daily rate of one-seventh (1/7) of the unit member's
4 per diem placement on the Basic Work Year Salary Schedule in effect at the time for
5 each such extra period.

6 16.14 Pro-rated per diem compensation, as specified in section 16.2, shall be provided all
7 unit members who work other than the standard seven and one-half (7-1/2) hour
8 workday, except as otherwise provided in this agreement.

9 16.15 The annual compensation for Secondary Department Heads and Team Leaders shall
10 be as specified in the Secondary Department Head and Team Leader Pay Schedule
11 in the Appendix.

12 16.16 The extra pay amounts for extracurricular assignments shall be as specified in the
13 Extracurricular Pay Schedule in the Appendix.

14 16.17 The supplemental daily pay rate for support personnel shall be as tabulated in the
15 Supplemental Daily Pay Rate Schedule in the Appendix. The supplement shall be
16 paid in addition to the basic salary for each workday.

17 16.18 Notwithstanding the provisions of Article 2.2, if a new unit member job classification
18 which is not designated as management, confidential, or supervisory is established,
19 the District shall negotiate with the Association over the appropriate salary for that
20 classification, which shall be retroactive to the first day the position was filled.

21 16.19 Any dispute on compensation shall be limited to one (1) year back from the date of
22 any grievance.

23 16.20 Beginning July 1, 2016 the Certificated Basic Work Year Salary Schedule as well as
24 all compensation derived from it (stipends, extra-curricular pay, supplemental daily

ARTICLE 16. SALARIES

1 pay rates, and any other hourly pay rates), shall be increased by .91% plus 0.289%
2 for a total of 1.2%

3 16.21 Both the Association and the District understand that economic conditions can be
4 unpredictable and recognize the need to be flexible in dealing with the uncertainties
5 inherent in long-term financial planning. The District must maintain a three (3) year
6 balanced budget, and the Association seeks to give assurance to its members that
7 their jobs are secure.

8 16.22 **Contingencies**

9 Any net, ongoing, funded/underfunded adjustments to the local control funding
10 formula (LCFF) base will trigger a mutual agreement reopener. For 2015-16 adopted
11 projections were based on a 32.19% gap funding. As of March 2016, current 2015-
12 2016 projections are based on a 51.97% gap funding. For 2016-2017, projections are
13 based on a 49.08% gap funding. (Gap funding is the difference between the amount
14 the district is entitled to versus what the state is providing.)

15 16.23 **Ongoing negotiations**

16 Absent a mutually agreed alternative, beginning in 2015-16, unit members' salaries
17 shall be increased by the continuing net funding actually received for the LCFF base,
18 inclusive of K-3 CSR and 9-12 CTE; and exclusive of supplemental funding, except
19 that the first one percent (1%) shall be allocated toward providing steps and columns
20 to the salary schedules and shall, therefore, not apply to any increase. Any
21 adjustments to fringe benefits shall be at the option of the association and shall be
22 deducted from funds available under this formula. Supplemental funding will be
23 discussed as a separate item. For additional clarification refer to side letter regarding
24 Article 16.21, 16.22, and 16.23 of the 2014-15 Collective Bargaining Agreement
25 (CBA).

ARTICLE 16. SALARIES

**Side Letter between the Corona-Norco Unified School District
and the**

Corona Norco Teachers Association (CNTA)

**Regarding Article 16.21, 16.22, and 16.23 of the 2015-18
Collective Bargaining Agreement (CBA)**

The parties agree to the following:

1. Due to unpredictable state funding, negotiations shall take place regarding all forms of compensation for unit members at the request of either party.
2. Previously negotiated agreements between the parties must be met, and state required financial disbursements must be made before any continuing net funding, as described in Paragraph 16.23 is disbursed.
3. Employer paid contributions, per unit member, to state pension programs shall be made first from any available LCFF base funds (Paragraph 16.23 and LCFF base funding).
4. Step and Column increases shall be made second.
 - i. Step and Column increases generally amount to the equivalent of 1% of the average general salary schedule.
 - ii. It shall be the actual cost of Step and Column or 1%, whichever is lower.
 - iii. Actual cost shall be determined by comparing the average unit member's salary according to the Basic Salary Schedule from June 30 of one year with June 30 of the following year minus any annual raise for the second comparison year. The difference shall be converted to a percentage. Finally, this calculation for the previous two fiscal years will be averaged giving a three-year running average which will be understood to be the actual cost of Step and Column.
5. Increases to compensation (salaries, stipends, benefits) shall be made third.
6. The 1% provided for Step and Column is determined in the following manner:

Example: if Paragraph 16.23 funds (excluding supplemental and concentration fund monies if applicable) increase by 5%, the required employer contributions to STRS

ARTICLE 16. SALARIES

1 will be made first, then the next 1% will be used for step and column. After that,
2 ongoing Paragraph 16.23 and LCFF base funding will be used for ongoing salary
3 increases or mutually agreed upon compensation increases.

4 7. This Side Letter is based on mutual understandings concerning existing CBA
5 language.

6 8. This Side Letter will be discussed annually during scheduled negotiations. Should
7 the state make changes to the mandated schedule of STRS district contributions
8 other than those in effect at the time of the signing of this Side Letter, the parties will
9 return to the negotiations process regarding the effects of those changes.

10 9. Both parties agree that the Salary and Benefits Articles of the CBA (Articles 16 and
11 17) are automatically reopened annually. Furthermore, all existing CBA language will
12 remain in effect until modifications have been mutually agreed upon by both parties.

13 **Side Letter Between**

14 **The Corona-Norco Unified School District (CNUSD)**

15 **And the Corona-Norco Teachers Association (CNTA)**

16 **August 12, 2015**

17 In June 2015, the state enacted budget provided additional funding in the amount of
18 0.41% to the ongoing monies received by CNUSD during the 2014-2015 school year.
19 The parties mentioned above agree this additional 0.41% will be paid out on a one
20 time basis as a separate check no later than October 31, 2015 to returning CNTA unit
21 members. The 0.41% will be calculated on the base salary only.

22 The distribution of the ongoing 0.41% for 2015-2016 will be negotiated during the
23 regularly scheduled CNUSD-CNTA bargaining session.

24 For 2015-2016, both parties agree the 0.41% (\$1,006,489) will be paid off the salary
25 schedule on a one time basis no later than June 30, 2016.

26 Beginning 2016-2017, both parties agree the 0.41% (\$1,006,489) will be distributed
27 as follows:

ARTICLE 16. SALARIES

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- An increase to the retiree health and welfare benefit cap in the amount of \$2,350.00 to a single plan maximum of \$6,150.00
- An increase on the salary schedule of 0.289%

ARTICLE 17. UNIT MEMBER BENEFITS

1 17.1 The District shall provide each unit member who is employed no less than one
2 hundred thirty-eight (138) workdays in a school year with the choice of either an
3 annual allowance of Option 1 or Option 2 to be selected by each unit member from a
4 list of approved fringe benefit programs. The District shall provide each unit member
5 who is employed less than one hundred thirty-eight (138) workdays in a school year
6 with $1/138 \times$ number of days worked \times the total cost of the fringe benefit plan for
7 which they qualify.

8 17.2 The fringe benefits program shall be approved by the Association, and shall include,
9 but shall not be limited to, health insurance, dental insurance, life insurance, income
10 protection insurance, and tax sheltered annuities.

11 17.3 Each unit member shall be covered by a health insurance plan comparable to the
12 plans offered through the District. Unit members hired before July 1, 1991 may
13 choose Option 1 or Option 2. Employees hired after July 1, 1991 must choose
14 Option 1.

15 Option 1: District will provide a fringe benefit amount to be used exclusively for the
16 purchase of medical, dental, and vision insurance for the family. For the 2015-16
17 school year, the maximum contribution provided shall be:

- 18 (a) Single party - \$6,150
- 19 (b) Two party or employ plus child/children - \$6,900
- 20 (c) Family - \$8,070

21 Option 2: District will provide \$3,200 per unit member to be used for medical
22 coverage, dental coverage, vision coverage, life insurance, income protection
23 insurance, or cash payments.

24 Unit members choosing Option 2 at any future date have the opportunity to choose
25 Option 1. Unit members choosing Option 1 may not at any future date choose
26 Option 2.

27 17.4 (a) In the event that a unit member on Option 1 chooses a plan, the aggregate
28 cost of which exceeds the amounts referenced above, such excesses shall be
29 paid through payroll deduction installments.

30 (b) The parties are committed to exploration of a possible restructure of the
31 present fringe benefit package. The goal of this restructure will be to provide

ARTICLE 17. UNIT MEMBER BENEFITS

1 a level of service equal or superior to the present level at a lower cost to the
2 bargaining unit member and/or District.

3 17.5 In addition, all bargaining unit members will be covered by a \$45,000 life insurance
4 policy to be paid by the District at a cost not to exceed \$60 per year. Any cost in
5 excess of \$60 per year shall be paid by the employee.

6 17.6 A unit member who is absent on account of accident or illness and who has
7 exhausted the accumulated paid leaves shall continue to receive the annual fringe
8 benefit allowance for that period of absence due to accident or illness not to exceed
9 twelve (12) months from the date of initial illness.

10 17.7 A unit member on a Board-approved unpaid leave of absence shall be entitled to
11 receive approved fringe benefit programs for the period of the leave at the unit
12 member's expense.

13 17.8 The District shall continue to allow retired unit members to participate in the fringe
14 benefit program to the extent allowed by the contracting providers, at their own cost.
15 The District will contribute \$6,150 toward one (1) or two (2)-party medical and dental
16 insurance coverage for unit members who retire after September 30, 1990. One
17 hundred dollars (\$100) of this \$6,150 may be used for the purchase of a District
18 offered life insurance policy. Retirees must meet the following criteria:

- 19 (a) Must have a minimum of ten (10) years of service as a certificated employee
20 in the Corona-Norco Unified School District at the time of retirement.
- 21 (b) Must be at least fifty (50) years of age at the time of retirement. Employees
22 hired after July 1, 2007 must be at least fifty-five (55) years of age at the time
23 of retirement.

24 This language will not eliminate from participation those employees who retired and
25 qualified for participation in the program between September 30, 1983, and
26 September 30, 1995. Retired unit members electing to participate in this program will
27 retain eligibility until completion of the insurance year during which the unit member

ARTICLE 17. UNIT MEMBER BENEFITS

1 reaches age sixty-five (65). In the event the retired unit member is located in an area
2 which the district-approved insurance companies do not serve, the district shall
3 provide this compensation toward one-party medical and dental insurance coverage.

4 When the unit member/retiree completes the year in which the retiree reaches age
5 six-five (65), and the district contribution toward medical and dental insurance coverage
6 ends, the district shall continue to allow retired unit members to participate in group
7 retiree medical and dental plans under E.C. 7000-7008.

8 (a) The retiree and their spouses will have thirty (30) days after losing active
9 employee coverage to enroll in the health or dental care plans during this
10 initial enrollment period. If retired members or their spouses lose other
11 coverage and can provide documentation of that loss, they will be allowed to
12 enroll in the health or dental plan if they do so within 31 days of losing their
13 coverage.

14 (b) Retirees or spouses electing to participate in this coverage will be required to
15 pay all premiums, dues, and other charges, including any increases in the rate
16 of premiums or dues for these persons, and all costs incurred by the District in
17 administering this coverage

18 (c) Enrollment in Medicare A shall not be a prerequisite for enrollment in any
19 District health plan pursuant to this article. However, the purchase of
20 Medicare B may be required for enrollment if the participant qualifies to
21 purchase it. In addition, a District health plan may be restructured to pay
22 benefits as if each participant is enrolled in Medicare B as soon as the
23 participant qualifies to purchase Medicare B. A health plan may condition
24 eligibility for enrollment on the effective assignment of any Medicare benefits
25 for which the enrollee would be eligible.

26 (d) A retiree or spouse who has been previously covered under this article and
27 who has voluntarily terminated that coverage thereafter will be excluded from
28 obtaining coverage under this article. This subdivision does not apply to a
29 person who is changing plans within a District open enrollment period.

30 17.9 A unit member who is employed pursuant to Article 19 of this Agreement shall
31 receive the annual fringe benefit allowance until retirement

32 17.10 All medical examinations and tests required for continuing employment or change of
33 position shall be paid for by the district. In the absence of prior positive reaction,
34 tuberculosis tests may be either intradermal or x-ray, at the unit member's option.

ARTICLE 17. UNIT MEMBER BENEFITS

1 17.11 All bargaining unit members are eligible to participate in the district's section 125 plan
2 effective June 1, 1992.

3 17.12 Bargaining unit members new to the district, assigned to year-round school tracks
4 and beginning service no later than August 8, who do not have medical coverage for
5 the months of August and September from spouse or previous employer, shall be
6 provided medical insurance for the initial August and September, at no cost to the
7 bargaining unit member.

ARTICLE 18. UNIT MEMBER TRAVEL

1 18.1 Unit members who are assigned to more than one work location per day and who are
2 required by the District to use their personal transportation shall be reimbursed for all
3 such travel at the IRS rate between work locations.

4 18.2 Unit members who are required by the District to use their personal transportation for
5 business outside of the District shall receive the benefits provided in paragraph 18.1
6 above.

7 18.3 No unit member shall be required to transport students in any personal vehicle.

ARTICLE 19. PART TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

1 19.1 Certificated unit members shall be provided with the opportunity to participate in a
2 District program Of Part Time Employment with Full Retirement Credit, subject to the
3 following regulations:

- 4 (a) The unit member must have reached the age of fifty-five (55) prior to reduction
5 in workload. The member's last year of eligibility is the year of their seventieth
6 (70th) birthday
- 7 (b) The unit member must have been employed full time in a position requiring
8 certification for at least ten (10) years of which the immediately preceding five
9 (5) years were full-time employment. Sabbaticals and other approved leaves
10 do not constitute a break in service. Such leave, however, is not used to
11 compute the five years full-time service requirement prior to entering the
12 program.
- 13 (c) The option of part-time employment must be exercised at the request of the
14 unit member no later than April 1, of the prior year and can be revoked only
15 with the mutual consent of the District and the unit member. Should the unit
16 member desire to terminate from the program, the unit member shall provide
17 sixty (60) calendar days' notice of their intention. The unit member shall be
18 returned to full-time employment by the District subject to the availability of a
19 position for which the unit member qualifies by credential, education and prior
20 work experience.
- 21 (d) The unit member shall be paid a salary which is the pro-rata share of the
22 salary which would have been earned had the unit member not elected to
23 exercise the option of part-time employment but shall retain all other rights
24 and benefits for which the unit member makes the payment that would be
25 required if remaining in full-time employment. Notwithstanding the limitations
26 of Article 17.1, the unit member shall receive the full fringe benefit allowance
27 in the same manner as a full-time unit member.
- 28 (e) The minimum part-time employment shall be the equivalent of one-half of the
29 number of days of service required by the unit member's contract of
30 employment during the final year of service in a full-time position. This
31 minimum may be fulfilled by an eligible unit member working a half-day
32 assignment for the entire work year, or by working a full day assignment for
33 one-half of the work year.
- 34 (f) This option is limited in pre-kindergarten through grade 12 to certificated unit
35 members who do not hold positions with salaries above that of a school
36 principal.
- 37 (g) A unit member participating in this program shall receive the credit under
38 STRS that would be received if the unit member were employed on a full-time
39 basis and have the retirement allowance, as well as any other benefits the unit
40 member is entitled to under Chapter 2 of Division 10 of the Education Code of
41 the State of California, based upon the salary that would have been received if

ARTICLE 19. PART TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

1 employed on a full-time basis, and both said unit member and the District shall
2 contribute to State Teachers' Retirement System the amount that would have
3 been contributed if said unit member was employed on a full-time basis.

4 (h) A unit member in the Part-Time Employment with Full Retirement Credit
5 Program cannot participate in the plan for more than ten (10) years or beyond
6 the year in which the seventieth (70th) birthday falls, whichever comes first.

7 (i) The District shall determine the number of unit members who may enter the
8 program in any year. Should applications exceed positions available, seniority
9 in the District service shall be the determining factor.

10 (j) Any modification in the level of part-time service of a unit member who has
11 entered into this program or any return to full-time service, shall be permitted
12 only with the mutual consent of the District and the unit member. It is the
13 intent of this program to provide options for unit members for part-time
14 employment to phase in their retirement program.

15 (k) The District shall develop applications, other forms, and administrative
16 procedures necessary to implement and operate this program. Assignment to
17 schools shall also be determined by the District.

18 (l) The workday of a "classroom teacher" (as defined in Article 10.1) who works
19 less than a full day in accordance with this Article 19, shall include a
20 proportionate conference/preparation period per Article 10.2

ARTICLE 20. GRIEVANCE PROCEDURES

1 20.1 Definitions

- 2 (a) A “grievance” is a claim by the association or by one or more unit members
3 that there has been a violation, misinterpretation or misapplication of a
4 provision of this agreement with the exception of the relationship compact.
- 5 (b) A “grievant” may be any certificated unit member, group of unit members, or
6 the association filing a grievance, pursuant to 20.1(a).
- 7 (c) A “party in interest” is any person who might be required to take action or
8 against whom action might be taken in order to resolve the claim.
- 9 (d) A “day” is a “workday” as defined in article 3.3

10 20.2 Procedure

- 11 (a) **Level One:** The grievant may, within forty (40) days following knowledge of
12 the act or condition when the affected employee, in the exercise of due
13 diligence, knows or should have known of the act or omission which is the
14 basis of the grievance, meet with the immediate supervisor, either directly or
15 through the Association’s representative, to discuss and informally resolve the
16 grievance. If the grievant is not satisfied with the informal disposition of the
17 grievance, the grievant may file the grievance in writing simultaneously with
18 the immediate supervisor and the Association. The immediate Supervisor
19 shall, within ten (10) days after receipt of the written grievance, meet with the
20 grievant and/or the Association representative and shall deliver a written
21 decision.
- 22 (b) **Level Two:** If the grievant is not satisfied with the disposition of the grievance
23 at Level One, the grievance may, within ten (10) days, be appealed to the
24 Superintendent. The Superintendent, or designee, shall meet with the
25 grievant and an Association representative within ten (10) days in an effort to
26 resolve the grievance. The Superintendent, or designee, shall deliver the
27 written decision to the grievant and the Association within ten (10) days after
28 such meeting.
- 29 (c) **Level Three:** In the event the grievant is not satisfied with the disposition of
30 the grievance at Level Two, the grievant may, within ten (10) days following,
31 submit a written request to the Association that the Association submit the
32 grievance to advisory arbitration. The Association, by written notice to the
33 Superintendent within ten (10) days after receipt of the grievant's request, may
34 submit the grievance to the advisory arbitration. The parties shall submit to
35 the California State Conciliation Service a written request for immediate
36 services of a mediator. The function of the mediator shall be to assist the
37 parties to achieve a mutually satisfactory resolution of the grievance by means
38 of the mediation process by providing a written response. The fees and
39 expenses, if any, of the mediator shall be equally shared by the District and
40 the Association. All other expenses, except for reasonable release time of
41 the grievant and their representative, shall be borne by the party incurring

ARTICLE 20. GRIEVANCE PROCEDURES

1 them and neither party shall be responsible for the expense of the witnesses
2 called by the other, except for release time as provided by the law.

3 (1) At the outset of this process the mediator shall schedule and hold a
4 conference at which time the parties to the grievance shall submit to
5 the mediator copies of all documents completed in conformance with
6 the requirements at each previous grievance step. In addition, the
7 grievant shall submit to the mediator and the District a clear, concise
8 written statement of the reasons for their appeal to the mediation
9 process and the remedies sought

10 (2) If a satisfactory resolution of the grievance is achieved by means of
11 this mediation process, both parties of the grievance shall sign a
12 written statement to that effect and thus waive the right of either party
13 to any further appeal of the grievance

14 (3) The District and the Association have agreed that this step (Mediation)
15 may be waived by mutual written agreement of the District and the
16 grievant. If no satisfactory settlement is reached within ten (10)
17 teacher workdays following the receipt of the written response with the
18 mediator, either party may appeal the grievance to the next step
19 (Arbitration).

20 (4) The written opinions and conclusions of the mediator are to be given
21 serious consideration as an acceptable resolution to the dispute, but
22 they may be rejected by either party by writing to the other stating the
23 reasons for the rejection. In the event of rejection by either party, the
24 parties agree the mediator's suggested resolution may not be offered
25 as evidence in any subsequent arbitration.

26 (d) **Level Four (Arbitration)**

27 (1) If a grievance is not resolved at Level Three, the grievant may request
28 within ten (10) teacher workdays of the mediation response that the
29 Association submit the grievance to arbitration. The Association shall
30 notify the Superintendent, or designee, in writing within ten (10)
31 teacher workdays after the receipt of the request from the grievant that
32 the grievance has been submitted for arbitration. The Association has
33 the discretion to reject any grievance from being submitted for
34 arbitration. The arbitrator shall be mutually selected by the two parties
35 within five (5) teacher workdays after such notice is given. If the two
36 parties fail to reach agreement on the choice of an arbitrator within five
37 (5) teacher workdays, the American Arbitration Association shall be
38 requested to supply a list of five (5) names of people who are
39 experienced in public school arbitration. Within five (5) teacher
40 workdays after receipt of the list of names, each party will alternately
41 strike from the list until only one name remains. The order of striking
42 shall be determined by a flip of a coin. By mutual agreement between
43 the parties expedited arbitration procedures may be used.

ARTICLE 20. GRIEVANCE PROCEDURES

1 (2) After a hearing and after both parties have had an opportunity to make
2 written arguments, the arbitrator shall submit, in writing, to all parties
3 their findings which shall be final and binding on the parties

4 (3) The fees and expenses of the Arbitrator shall be equally shared by the
5 District and the Association. All other expenses, except for reasonable
6 release time for the grievant and/or their representative, shall be borne
7 by the party incurring them and neither party shall be responsible for
8 the expense of the witnesses called by the other, except for release
9 time as provided by law.

- 10 (4) Powers of the Arbitrator are subject to the following limitations:
- 11 a) The Arbitrator shall have no power to add to, subtract from,
12 disregard, alter, or modify any of the terms of this Agreement.
 - 13 b) The Arbitrator shall have no power to establish the structure of
14 the salary schedule.
 - 15 c) The Arbitrator shall have no power to change any practice,
16 policy, or rule of the Board nor substitute their judgment for that
17 of the Board as to the reasonableness of any such practice,
18 policy, rule, or action taken by the Board unless such practice,
19 rule, or action directly relates to a provision of this Agreement.
 - 20 d) The Arbitrator shall have no power to interpret State or Federal
21 law unless such law is part of this Agreement.
 - 22 e) The Arbitrator shall not hear any grievance previously barred
23 from the scope of the grievance procedure.
 - 24 f) The Arbitrator shall have no power to expand the scope of
25 negotiations.

26 **20.3 Governing Regulations**

27 (a) The Arbitrator may hear and determine only one grievance at a time filed by a
28 teacher, group of teachers, or the Association, filing a common grievance
29 unless the District agrees otherwise. However, both parties will in good faith
30 endeavor to handle in an expeditious and convenient manner cases which
31 involve the same or similar facts and issues.

32 (b) The grievant, if desired, may be represented by an Association representative
33 at all meetings and hearings above the informal level of the grievance
34 procedure and at the informal level after the grievant has had at least one
35 informal conference with the grievant's immediate supervisor. Nothing
36 precludes the District from hearing representation at this level and beyond.

ARTICLE 20. GRIEVANCE PROCEDURES

1 (c) Failure at any step of this procedure to communicate the decision on a
2 grievance within the specific time limits shall permit the grievant to proceed to
3 the next step.

4 The time limits specified on any step of this procedure may be extended, in a
5 specific instance, by mutual agreement. Failure by the grievant to process the
6 grievance within the time lines shall cause the grievance proceedings to cease
7 with the solution being the last Administrative decision.

8 (d) Nothing contained herein will be construed as limiting the right of any teacher
9 alleging a grievance to discuss the matter informally with any appropriate
10 member of the administration and to have the grievance adjusted without
11 intervention of the Association provided the adjustment is not inconsistent with
12 the terms of the Agreement and that the Association has been given an
13 opportunity to be present at such adjustment and to share its views.

14 (e) Time limits shall consist of teacher workdays except that when a grievance is
15 filed subsequently to April 9 and prior to the end of the school year, the time
16 limits shall be regarded as calendar days. Any time limits affected by Winter
17 or Spring breaks will be extended by ten (10) teacher workdays.

18 (f) Time limits are defined as the day following the filing of the grievance, the
19 reply to the grievance, the holding of a conference, the receipt of a reply to a
20 conference, etc.

21 (g) If the grievance arises from action or inaction on the part of the member of the
22 administration at a level above the principal or immediate supervisor, the
23 grievant may submit such grievance in writing to the Superintendent and the
24 Association directly and the processing of such grievance will be commenced
25 at Level Two.

26 (h) If in the judgment of the Association, a grievance affects a group or class of
27 certificated unit members, the Association, on behalf of the affected unit
28 members may initiate a grievance at Level Two.

29 (i) Whenever it is necessary to attend a grievance meeting or hearing during the
30 workday, the grievant or the Association representative, upon notice to the
31 immediate supervisor, shall be granted release time to permit participation in
32 the foregoing activities. Any unit member who appears in such meetings, or
33 hearings, as a witness will be accorded the same right. The grievant or the
34 Association representative, upon notice to the immediate supervisor, shall be
35 granted one (1) day of release time for the preparation and investigation of the
36 grievance. Such release time will be subject to substitute availability and,
37 whenever possible, scheduled within five (5) days of the request. Upon the
38 submission of the grievance to Level Three the grievant and the Association
39 representative shall be granted two (2) days of release time for the
40 preparation and investigation of the grievance.

ARTICLE 20. GRIEVANCE PROCEDURES

1 (j) All documents, communications, and records dealing with the processing of a
2 grievance will be filed in a separate grievance file and will not be kept in the
3 personnel file of any of the participants.

4 (k) Forms for filing grievances, serving notices, taking appeals, making reports
5 and recommendations, and other necessary documents will be prepared by
6 the District and given appropriate distribution so as to facilitate operation of
7 the grievance procedure. The costs of preparing such forms shall be borne by
8 the District.

9 (l) No reprisals of any kind will be taken by the Superintendent or by any member
10 or representative of the administration or the District against any grievant, any
11 party in interest, any representative of the Association or any other participant
12 in the grievance procedure by reason of such participation.

13 (m) Representation of the grievant at Levels One and Two of the grievance
14 procedure shall be, at the grievant's option, either personal or by a
15 representative selected by the Association. If a unit member is not
16 represented by the Association or its representative, the Association shall be
17 provided with a copy of the grievance and the proposed resolution and shall
18 be given the opportunity to file a response. The Association, upon written
19 request of the grievant and the approval of the Association's Executive Board,
20 shall process the grievance at Level Three.

ARTICLE 21. SUMMER SCHOOL

1 21.1 Staff Selection

2 (a) No later than May 1, the District shall circulate to each unit member a notice of
3 anticipated Summer School/extended year openings and invite applications on
4 a District-supplied form.

5 (b) Any current unit member shall be considered a qualified applicant for a
6 Summer School position and shall be given priority over all other applicants.
7 Assignments shall be limited to those applicants with appropriate grade
8 level/subject area credentials and experience within three (3) years. Priority
9 shall be given to an applicant who has not held a Summer School or extended
10 year position the previous year and has not had an unsatisfactory evaluation
11 or been placed on an improvement plan during the past two (2) school years.

12 (c) Each qualified applicant shall be interviewed by those persons responsible for
13 applicant screening and selection.

14 (d) All applicants shall be notified of their selection or non-selection by June 7 for
15 all positions known at that time. Additional hiring may be required subject to
16 additional enrollment. A list of all selected applicants shall be posted at the
17 Human Resources Division and transmitted to the Corona-Norco Teachers
18 Association, prior to the commencement of summer school.

19 21.2 Compensation

20 Unit members assigned to Summer School/extended year positions shall receive one-
21 seventh (1/7) of the unit member's per diem placement on the Basic Work Year
22 Salary Schedule in effect at the time for each hour of assignment. Refer to MOU
23 regarding Summer School compensation.

24 21.3 Sick Leave

25 Each Summer School and extended year unit member shall be entitled to one day of
26 absence with full pay for Summer School/extended year workdays. This day may be
27 used in cases of personal illness or injury, or serious illness/injury/death of a member
28 of the unit member's immediate family, as defined in Article 13.4. Sick leave which is
29 accrued during the regular school year is not applicable to the Summer
30 School/extended year assignment.

ARTICLE 21. SUMMER SCHOOL

21.4 Hours Of Employment

The hours and days of employment for Summer School/extended year assignments shall be as mutually agreed between the unit member and the District. Should an emergency IEP/504 meeting need to be conducted, the unit member shall be compensated at curriculum rate.

21.5 Exclusions

The provisions of Articles 10, 12, 13 (exclusive of Section 13.10), 14, 17, and 19 of this agreement shall not apply to Summer School/extended year employment.

21.6 In the absence of previously approved Summer School curriculum materials, with written agreement between Human Resources and the unit member, a unit member will be compensated for developing such curriculum material at the curriculum preparation and in-service planning rate.

21.7 Online Courses

It is a common interest of Corona-Norco Teachers Association (CNTA) and Corona-Norco Unified School District (CNUSD) to provide innovative student programs that will engage students in, and extend, the learning process. In light of this common interest, the parties agree to the following:

1. Participation in Summer School is strictly voluntary. The Collective Bargaining Agreement, Article 21 (Summer School) and all related agreements shall be followed.
2. This is a hybrid online course with each student physically attending classes two (2) days each week (Mondays/Wednesdays or Tuesdays/Thursdays) for 90 minutes each session. Teachers are required to hold online office hours on Fridays to respond to student questions. Online office hours may be held off site.
3. Participants as an online teacher will receive:
 - Sixty-five (65) hours of total Summer School pay
 - Four (4) cohorts of students for each teacher
 - Each cohort will meet two (2) times per week (90 minutes for each meeting)
 - No more than 20 students in each cohort

ARTICLE 21. SUMMER SCHOOL

- 1 • Hourly compensation (at the current Summer School pay rate) for professional
2 development for online instruction and using the online software, prior to the start of
3 Summer School.

Memorandum of Understanding

5 The Corona-Norco Unified School District and the Corona Norco Teachers Association agree
6 to suspend Article 21.2 of the Collective Bargaining Agreement (Summer School
7 Compensation) and establish a \$43.26 rate of pay per each hour of assignment. This will
8 apply to Summer School, intersession, and extended school year.

9 Compensation will be increased by six and seventy-two hundredths percent (6.72%) to
10 \$46.17 on July 1, 2015.

ARTICLE 22. PROFESSIONAL GROWTH

1 22.1 State Board of Education regulations governing Professional Growth requirements
2 shall be followed by the District.

3 22.2 The District shall pay the fee required by the State of California Commission on
4 Teacher Credentialing for emergency credentialing when required for unit members
5 to teach outside their credential subject area at the secondary level.

ARTICLE 23. YEAR-ROUND SCHOOL

1 23.1 If a unit member is displaced by Year-Round school, the District shall assign that unit
2 member to a school, at the same level, that retains traditional scheduling if positions
3 are available. The District shall follow transfer procedures as outlined in Article 14.

4 23.2 Unit members shall not be required to work more than the current contractual work
5 year outlined in Article 10.

6 23.3 Additional days in the unit member's regular assignment beyond the contractual work
7 year outlined in Article 10 shall be compensated at the unit member's per diem rate.
8 These days shall apply toward the ratio in Article 13.2 pertaining to sick leave.

9 23.4 The District shall give reasonable assistance to unit members in the transportation of
10 materials, equipment, supplies, furniture or textbooks. Such assistance shall be upon
11 mutual agreement between the unit member and the principal.

12 23.5 Year-Round school unit members shall be provided storage space for materials. This
13 storage space shall be convenient and secure.

14 23.6 With the approval of the Human Resources Division, unit members at the same site
15 and within the same school year may request an exchange of teaching assignment
16 days with unit members on other tracks. A request for this exchange must be
17 submitted to Human Resources six (6) days prior to the dates requested.

18 23.7 The District shall notify unit members in writing of the termination of the Year-Round
19 school program at their site.

20 23.8 All Year-Round school sites shall have air conditioning in all classrooms. The District
21 shall make every effort to maintain air conditioners in Year-Round schools in working
22 order, and will attempt to repair malfunctioning units as soon as possible.

23 23.9 Unit members who are working in Year-Round schools during the conference or
24 training sessions and are selected as delegates to the NEA Rep. Assembly or to the
25 CNTA/CTA/NEA summer workshops/training sessions shall be granted paid release

ARTICLE 23. YEAR-ROUND SCHOOL

1 time. The total combined amount of release time for all representatives shall be
2 limited to twelve (12) days per year.

3 23.10 Subject to the timing of the CNTA Year-Round calendar proposal, negotiations on the
4 Year-Round school calendar shall begin within ten (10) working days of the CNTA
5 proposal. Every effort shall be made to provide unit members with as much notice as
6 possible of the Year-Round school calendar.

7 23.11 Teachers shall have access to their classrooms, workrooms, and restrooms during
8 the normal teacher workday hours on both weekend days prior to the opening of an
9 instructional session. A custodian will be available on both weekend days during
10 normal school hours. Schools will be open the weekend before the Fourth of July
11 instead of on the July Fourth weekend.

12 23.12 Except as otherwise provided for emergency transfers, written notice of tentative
13 involuntary transfers for the coming Year-Round school year, shall be given to the
14 unit member no later than May 1st.

15 23.13 The District shall attempt to distribute students with special needs across more than
16 one track.

17 23.14 If there is no additional cost to the District, all Year-Round school sites shall be on an
18 early schedule.

19 23.15 At a Year-Round school, report cards shall be issued to all students three (3) times a
20 year.

21 23.16 Bargaining unit members with children at a school with a Year-Round schedule will
22 have priority in placing their children on the same track as their teaching assignment.

23 23.17 The bargaining unit member and teacher spouse of the bargaining unit member
24 serving at schools with Year-Round schedules shall be provided the opportunity,
25 whenever possible, of having the same track assignment.

ARTICLE 23. YEAR-ROUND SCHOOL

1 23.18 There will be one (1) day of paid time for any teacher who changes to a track that
2 allows less than one week of prep time between tracks and/or grade level changes.

3 23.19 Year Round track teachers who work on non-calendar days during the fourth track
4 change over, and have prior approval of the principal, will be paid the Curriculum
5 Rate for up to four hours.

ARTICLE 24. INTERMEDIATE SCHOOLS

- 1 24.1 Each intermediate school bargaining unit member shall be guaranteed the
2 conference/preparation time specified in Article 10.2.
- 3 24.2 Instructional minutes at the intermediate school level (grades 7 and 8) shall be
4 reduced by fifteen (15) minutes per day from the 1988-89 level.
- 5 24.3 Whenever possible, duties before and after the student day shall be assigned in such
6 a manner that entire families are available for family team meetings on some days
7 during that time.
- 8 24.4 Principals shall encourage teams to schedule team meetings at the mutual
9 convenience of all team members. The planning time available before or after the
10 start of the school day shall be used whenever possible.
- 11 24.5 Team member input shall be solicited and considered by the principal prior to the
12 selection of the team leader.

ARTICLE 25. MEDICARE

1 25.1 As per Medicare requirements, any bargaining unit member who did not elect to enter
2 the Medicare program during September 1991, cannot participate in the program.

ARTICLE 26. SPECIAL EDUCATION

1 26.1 The term "full inclusion student" refers to a severely handicapped student whose
2 IEP identifies that the student will be placed in regular education programs for the
3 entire school day. The District shall provide in-service training to regular
4 classroom teachers prior to receiving a full inclusion student presenting special
5 needs unfamiliar to the teacher. This training shall occur prior to the student being
6 placed into the classroom to the extent practicable. Upon the request of either the
7 regular classroom teacher or the site administrator additional assistance and/or
8 training shall be provided to the extent appropriate and practicable.

9 26.2 The District shall notify the receiving school of a full inclusion student as far in
10 advance as possible.

11 26.3 The District and the Association shall jointly monitor caseloads to insure
12 reasonable equity.

13 26.4 Every effort shall be made to ensure reasonable equity of case load among unit
14 members with comparable assignments.

15 26.5 The District will make every effort to take advantage of, and maximize Federal and
16 State funding for, Special Education programs within the structural constraints of
17 the program.

18 26.6 For the purposes of the voluntary and involuntary reassignment of Special
19 Education teachers to another Special Education position, Article 26.7 shall apply
20 in lieu of Article 14.

21 (a) Voluntary reassignments

22 (1) Special Education teachers may request a voluntary change of work
23 location and/or assignment for an upcoming school year by submitting
24 such a request, in writing, to the Human Resources Division prior to
25 March 1 of any school year. Special Education teachers may include
26 written information in support of their qualifications for their requested
27 reassignment. Such requests for a voluntary reassignment shall

ARTICLE 26. SPECIAL EDUCATION

1 remain in effect until the first day of school at the bargaining unit
2 member's current school site

3 (2) The Special Education Department will post, on its website, a twice
4 monthly updated listing of all positions currently available for
5 reassignment, beginning March 15 of each school year and continuing
6 through the first day of school for the position(s) listed.

7 (3) Should a Special Education teacher's request for reassignment not be
8 granted, a meeting may be requested with the Special Education
9 Department administrative designee.

10 (4) The final decision regarding assignment and reassignment shall be
11 made by the Special Education Department administrative designee.

12 (b) Involuntary Reassignments

13 Involuntary reassignments shall be based upon the educationally-related
14 needs of the District, utilizing the following procedures:

15 (1) The Special Education teacher to be involuntarily reassigned shall be
16 offered a meeting with the Special Education Department
17 administrative designee. At this meeting, the reasons for the
18 reassignment and the new assignment shall be identified.

19 (2) If the Special Education teacher declines to meet, the new assignment
20 shall be communicated in writing, with a written offer to meet and
21 review the reasons for the reassignment.

22 (3) Prior to beginning the new assignment, the Special Education teacher
23 may request a voluntary reassignment in accordance with Article
24 26.7(a) (1).

25 (4) The final decision regarding assignment and reassignment shall be
26 made by the Special Education Department administrative designee.

27 26.7 For the purpose of calculating case load maximum for Resource Specialists
28 pursuant to Education Code 56362 C, two hundred five (205) day work year
29 Year-Round Multi-Track Resource Specialists shall be considered a 1.111 full-
30 time equivalent and the caseload maximum shall be multiplied by this factor
31 (1.111)

32 26.8 (a) When mainstreaming Special Day Class students in Grades K-6, students will
33 be assigned equitably amongst all classes, across tracks, at the appropriate
34 grade level.

ARTICLE 26. SPECIAL EDUCATION

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(b) Regular Education teachers shall be invited to the IEP Team meeting when mainstreaming into their class will be considered. Where existing IEPs identifying mainstreaming are to be implemented, pre-planning and consultation between the teachers and/or administrative staff will occur.

(c) When mainstreaming Special Day Class students, options to mitigate the impact on class size will include, but not be limited to:

(1) Providing mainstreaming when other students are pulled out of the class for other services or other activities;

(2) Sharing Instructional Aides;

(3) Providing mainstreaming when at-risk students are being served by other staff;

(4) Other mutually agreed options developed at the site that do not violate the Collective Bargaining Agreement.

(d) Placement of mainstreamed students will not exceed the stated contractual class size maximums.

26.9 Resource Specialist Program (RSP) teachers and Special Day Class (SDC) teachers may submit time cards for up to ten hours (10) annually, in thirty (30) minute increments, for after school IEP meetings only (at late start schools meetings may be before school). Time begins thirty (30) minutes after the completion or before the start of the professional day.

ARTICLE 26. SPECIAL EDUCATION

THE MEMORANDUM OF UNDERSTANDING (MOU)

between the

Corona-Norco Unified School District (CNUSD

and the

Corona-Norco Teachers Association (CNTA)

The parties agree that a joint District-Association Special Education Task Force will meet no less than four (4) times annually for the life of the contract. The purpose of the task force is:

- (a) to identify Special Education unit members' concerns regarding working conditions,
- (b) to discuss District identified areas of concerns,
- (c) to recommend whether to continue secondary Special Education PCT release for one meeting per month,
- (d) to make recommendations to both parties of possible solutions to identified problems and concerns,
- (e) and to provide progress updates quarterly to the E-Board and Cabinet.

The Task Force will be composed of equal numbers of District and Association appointees.

The goal of the Task Force will be to find long-term approaches to common concerns. Both parties are committed to maintaining an excellent District Special Education program for the students of the CNUSD.

**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING RESOLVING GRIEVANCE
REGARDING SPEECH LANGUAGE PATHOLOGY ASSIGNMENTS DATED JULY 2, 2008**

The July 2, 2008 SLP Memorandum of Understanding (MOU) shall remain in full force with the exception of the following added language:

The Special Education Division shall rotate the opportunities for additional work equally among the existing SLPs within the District through the use of a rotating list based on seniority (as defined by EC 44845). This rotational offer of additional work shall be used during the following occasions:

ARTICLE 26. SPECIAL EDUCATION

- 1) As a result of a vacancy or approved leave of absence, prior to any SLP services rendered by a non-district contracted employee, the district shall offer available days and/or hours to existing staff to the degree necessary to bring caseload average into compliance during the first 30 days.
- 2) After the review and calculation of district caseload on October 1st and April 1st of each year as described in the July 2, 2008 MOU.

When any SLP works additional days and/or hours or elects to decline the offered work, he or she shall be placed at the bottom of the rotation list.

The work schedule, number of hours and/or days, and the work location shall be determined by the district.

Prior to outsourcing SLP work, the district shall notify CNTA whenever a position is being outsourced and provide the name of the outside contracting agency. Additionally, the district will provide CNTA the information on the additional work rotation process as needed.

Date: February 11, 2010

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE CORONA-NORCO UNIFIED SCHOOL DISTRICT
AND THE CORONA NORCO TEACHERS ASSOCIATION
RESOLVING GREIVANCE REGARDING
SPEECH AND LANGUAGE PATHOLOGY ASSIGNMENTS**

July 2, 2008

WHEREAS, the District and the Association wish to resolve the issues that have arisen around the caseload, assignments, and recruitment of speech and language pathologists;

WHEREAS, the District and the Association have already implemented for the 2007-2008 school year certain steps designed to attract and retain speech pathologists in the current environment of scarcity;

WHEREAS, the District and the Association wish to comply with the collective bargaining agreement and applicable legal requirements concerning the assignment and compensation of speech and language pathologists;

NOW, THEREFORE, the parties agree as follows:

- 1) Effective July 1, 2008, the District will begin implementation of this Agreement whereby preschool Special Education students receiving services from Speech and Language Pathologists (SLPs) shall not be mixed in caseloads with Special Education students in grades K-12 who are receiving Speech and

ARTICLE 26. SPECIAL EDUCATION

1 Language Services. The District will comply with applicable legal requirements
2 pertaining to SLP caseloads where the Speech and Language Pathologists
3 serves exclusively preschool students.

4 2) SLPs assigned to serve preschool students exclusively will have a 196-day
5 work year unless they are offered and agree to an additional temporary
6 assignment offered by the District on a trimester or semester basis, as may be
7 needed. Speech and Language Pathologists accepting additional temporary
8 assignments up to 16 additional days per school year pursuant to this
9 Agreement will be compensated in accordance with the provisions of the
10 Collective Bargaining Agreement for such additional temporary services.

11 3) SLPs who serve a caseload that does not include preschool students will be
12 assigned a caseload consistent with state law and SELPA requirements,
13 currently a District-wide average of 55 to 1. For purposes of computing
14 caseloads, 55 to 1 shall constitute one full-time equivalent SLP at 196
15 workdays per school year. Up to 16 additional days per school year or the
16 equivalent thereof may be added on a temporary trimester or semester basis
17 by mutual agreement where the need arises. These additional assignments
18 shall be computed toward additional FTEs for purposes of computing the
19 District-wide average. This information will be provided to the Association.

20 4) For services to K-12 Speech and Language students, FTEs required for the
21 current state requirement of an average of 55 students per SLP shall be
22 computed by the following formula:

23 Required FTEs =
$$\frac{\text{No. of students K-12 district wide receiving SLP services}}{55}$$

24
25 If this number cannot be served by full-time employee SLPs (with 196-day work year),
26 the remaining FTEs, after all K-12 SLPs have been afforded a 196-day assignment,
27 shall be offered as temporary assignments pursuant to paragraph 3 of this
28 Agreement, and if declined or prevented by logistical considerations, such work shall
29 be contracted to an outside vendor. This information will be provided to the
30 Association.

31 5) The current grievance shall be withdrawn with prejudice.

32 6) Entering into the Agreement does not constitute an admission of wrongdoing
33 or violation of law or the collective bargaining agreement by either party.

34 7) The District and the Association will continue their collaborative efforts to
35 recruit and retain additional credentialed Speech and Language Pathologists.

36
37 8) Pursuant to Section 26.3 of the Collective Bargaining Agreement, the District
38 and the Association will monitor caseloads and assignments.

39 9) The parties hereby expressly acknowledge their understanding that
40 implementation of this Agreement will, of necessity, result in the transfer or
41 reassignment of existing caseloads and site assignments of currently-

ARTICLE 26. SPECIAL EDUCATION

1 assigned SLPs. The Special Education department will communicate transfers
2 and reassignments pursuant to this Agreement to the Association. Any SLP
3 may request a meeting with the SELPA Director/Administrative Director
4 Special Ed. to discuss their reassignment. If unresolved, a meeting may be
5 requested with the Deputy Superintendent or designee.

- 6 10) It is understood and agreed that if this Agreement is not approved by the
7 Corona-Norco Teachers Association, the parties will continue their
8 collaborative efforts to recruit; however, the District intends to maintain its
9 current assignment methods and ratios in accordance with the District's
10 interpretation of applicable state law and the SELPA Agreement. Nothing in
11 this Agreement shall constitute or be argued by either party to be evidence
12 that the Association agrees or acknowledges that the District's current
13 assignment methods or ratios comply with the Collective Bargaining
14 Agreement, the applicable state law and/or the SELPA Agreement.
- 15 11) The Agreement will continue in existence unless either party notifies the other
16 in writing by April 15 of any school year of its desire to modify the provisions of
17 this Agreement.
- 18 12) For the purposes of determining the total number of students receiving SLP
19 services, student data maintained in the WEB-based IEP writer database will
20 be used. All appropriate steps will be taken to safeguard the confidentiality of
21 student information. The Assistant Superintendent or his designee shall
22 review, on October 1st and April 1st of each year, caseload calculations based
23 upon the methodology listed above with the CNTA President/Designee. If,
24 upon either of these dates, District caseload averages exceed legal limits and
25 additional SLPs are unavailable to be hired, additional days and/or hours will
26 be offered to existing staff to the degree necessary to bring caseload
27 averages into compliance. If additional days and/or hours are not accepted
28 by current Speech and Language Pathologists, it is understood and agreed
29 that as a last resort, the District will contract for such services. However, both
30 the District and the Association agree that contracting out for such services is
31 not desirable and not in the best interests of either party to this Agreement or
32 the students of the District. Therefore, the District agrees to utilize its best
33 efforts to recruit, hire, and retain Speech and Language Pathologists and will
34 only utilize contracting out of such services when no other option is
35 reasonably available to the District. In the event that the District contracts out
36 Speech and Language Pathologist services, the District agrees it will notify the
37 Association of the contracting out of the services and immediately enter into
38 discussions with the Association on how to improve and enhance the District's
39 ability to recruit, hire and retain Speech and Language Pathologists.
- 40 13) As this agreement is not effective until July 1, 2008, the following paragraphs
41 apply to the 07/08 school year only and are agreed to in the interest of
42 resolving the SLP grievance and addressing all claims occurring prior to July
43 1, 2008.

44 For the 07/08 school year, caseload averages have been determined to be:

ARTICLE 26. SPECIAL EDUCATION

1 (a.) For the first semester of the 2007/08 school year, based upon registers
2 submitted by SLPs, the total number of students served was 2,387.
3 The total FTE equivalent for SLPs during that semester was 41.7.
4 Utilizing a caseload average of 55, the total FTE's required was 43.4,
5 yielding a deficit of 1.7 FTEs for the first semester. It would be
6 necessary to increase each SLP semester FTE by .047 for the first
7 semester of the 2007/08 school year to increase the FTE total by 1.7.
8 The District agrees to compensate each District employed SLP,
9 employed during this period by the amount of .047 times their base
10 salary for the semester within 60 days of the ratification of this
11 agreement.

12 (b.) For the second semester of the 2007/08 school year, based upon
13 registers submitted by SLPs, the total number of students served was
14 2,444. The total FTE equivalent for SLPs during that semester was
15 42.75. Utilizing a caseload average of 55, the total FTEs required was
16 44.44, yielding a deficit of 1.69 FTEs for the second semester. It
17 would be necessary to increase each SLP semester FTE by .047 for
18 the second semester of the 2007/08 school year to increase the FTE
19 total by 1.7. The District agrees to compensate each District employed
20 SLP, employed during this period, the amount of .047 times their base
21 salary for the semester within 60 days of the ratification of this
22 agreement

23 (c.) For the period of time between the filing of the grievance (April 23,
24 2007) and the first semester of 2007/08 school year, the district agrees
25 to compensate District employed SLPs in a manner comparable to the
26 first semester of the 2007/08 school year; as the period from 2/23/07 to
27 6/29/07 is 45% of the entire semester, each District employed SLP
28 (employed during that time) will be compensated the equivalent of .02
29 (.047 FTE x 45% times their base salary for the semester within 60
30 days of the ratification of this agreement.

31 14) Upon execution of this agreement by both parties, the grievance shall be
32 dismissed with prejudice.

33 15) In entering into this agreement, neither the District nor the Corona Norco
34 Teachers Association admits any liability for wrongdoing or violation of the
35 existing Collective Bargaining Agreement or state law. Rather, the parties
36 enter into this agreement in recognition of their desire to resolve their
37 differences concerning this issue.

38 Date: 9.20-08

ARTICLE 27. EDUCATIONAL INNOVATIONS

1 27.1 Any proposal for innovations by the District or a site which impacts the Collective
2 Bargaining Agreement must be presented in writing to the Association and District by
3 February 15. By March 1, the Association and the District will determine whether or
4 not this meets the criteria of innovation. In the event the Association and the District
5 mutually agree that the proposal is not an innovation, the implementation of the
6 proposal will not be subject to the grievance process. The innovation proposal will be
7 processed in such a manner so as to enable the ratification process to be completed
8 by March 30.

9 27.2 The scope of proposals for innovations which impact the Collective Bargaining
10 Agreement are limited to Articles 9, 10, 12, 18, 22, 23, 24, 26, Appendix B, and the
11 calendar.

12 27.3 The written proposal must include:

- 13 (a) A description of the proposed innovation
- 14 (b) The parties impacted by the proposed innovation
- 15 (c) The educational justification
- 16 (d) Supporting research, if available
- 17 (e) Timelines for implementation
- 18 (f) Any staff development needs
- 19 (g) A preliminary budget
- 20 (h) Evaluation and review process

21 27.4 Any innovation requested by a specific site must have staff approval consisting of a
22 70% positive vote by secret ballot by the bargaining unit members at that site before
23 simultaneous presentation to the Association and the District. CNTA will prepare the
24 ballots and conduct the election.

ARTICLE 27. EDUCATIONAL INNOVATIONS

1 27.5 The District and the Association shall meet to determine whether the proposal
2 complies with the Collective Bargaining Agreement, Board Policy, the Education
3 Code, and/or past practice. When appropriate, the District and the Association will
4 enter into a Memorandum of Understanding and Agreement.

5 27.6 Either party may, at any point, notify the other of its intent to withdraw from this
6 Agreement. Said party will provide written notification to the other of its intent,
7 allowing a sixty (60) day waiting period. During this waiting period, the District and
8 the Association representatives will come together to attempt to identify and resolve
9 differences. By mutual agreement, the waiting period may be waived.

10 27.7 Approval of final language shall require a 70% vote by secret ballot of affected
11 bargaining unit members voting in the election provided that a majority of the
12 bargaining unit members at the affected site(s) participate in the election. The
13 election will be open for up to 5 school days. CNTA will prepare the ballots and
14 conduct the election.

15 27.8 Any Agreement must be ratified by the Association and approved by the Board of
16 Education.

ARTICLE 27. EDUCATIONAL INNOVATIONS

MEMORANDUM OF UNDERSTANDING

SITE CONTRACT WAIVER

July 17, 2008

As the teacher workday is subject to the collective bargaining process it may not be unilaterally changed.

Non-instructional time may be allocated to required duties (such as yard duty, bus duty, staff meetings, etc.). The shifting of recess and lunch minutes without affecting the overall number of non-instructional minutes shall not be subject to this agreement. Nothing in this agreement shall limit a site administrator's ability to modify the teacher workday on minimum days, during special school events, or for temporary situations (i.e., inclement weather, emergency situations, etc.), within the parameters of Article 10.

However, to ensure that school site staff are able to implement educational reform practices, the following procedures shall be utilized to modify the teachers' workday:

1. Site Specific Contract Waivers may only be sought on provisions of the CBA contained in Article 10: Hours of Employment, with the exceptions noted in this article.
2. A Site Specific Contract Waiver shall not increase the length of the workday for classroom teachers or support personnel as defined in Article 10.
3. No later than February 15, which is included as an attachment to the Joint CNUSD/CNTA Site Waiver Committee, comprised of 3 CNTA members and 3 District administrative staff.
 - 3.1 Sites identified by the State as Program Improvement (PI) sites may submit Site Specific Contract Waiver Proposals upon receipt of notification.
4. No later than March 1, the Site Specific Contract Waiver Proposal must be approved by a unanimous vote of the CNUSD/CNTA Site Waiver Committee. If approved, secret ballot elections must be completed with results reported to the affected site Unit Members, District and CNTA by March 30 in order to implement the Site Contract Waiver for the following year. If the timelines are not followed, the Site Contract Waiver shall not be implemented and it will be necessary to initiate the process the following year.
5. CNTA will conduct and oversee the election in partnership with the site administration. The election will be open for up to 5 school days.
6. Waivers are site approved with at least 70% of the affected Unit Members voting "Yes." Affected Unit Members are those assigned to the site at the time of the vote.
7. If a site wishes to continue an existing waiver with or without modifications, the proposal must be resubmitted annually to the Joint Committee by February 15 followed by at least a 70% positive vote of the affected Unit Members by March 30.

ARTICLE 27. EDUCATIONAL INNOVATIONS

1 After a successful initial vote by the Unit Members, completed by March 30 of each
2 year, two consecutive renewal votes must occur, and the waiver will then be
3 considered the default way of operating at the site.

4 7.1 Affected "Unit Members" means those unit members who are assigned
5 to a position for the upcoming school year that will be directly impacted
6 by the Site Contract Waiver. If assignments for the upcoming school
7 year have not been made at the time of the vote, unit members
8 currently assigned to the positions that will be directly impacted by the
9 Site Contract Waiver shall be considered affected Unit Members.

10 8. No unit member shall be asked to leave the site or be retaliated against or harassed
11 in any manner by administration as a result of their support or opposition to a waiver
12 or waiver proposal.

13 9. Unit members adversely affected by a waiver proposal will be given transfer priority
14 by meeting with CNTA and the Assistant Superintendent of Human Resources to
15 attempt to facilitate a transfer to an existing vacancy for which they are qualified.

16 9.1 Priority status means that no non-priority status transfers shall take
17 place until all priority status transfers have been properly processed.

18 This process will be reviewed and revised by mutual agreement no later than 6/30/2017.

19 10. All Site contract Waivers must complete one school or calendar year of
20 implementation.

21 Revised April 8, 2015

ARTICLE 27. EDUCATIONAL INNOVATIONS

SITE CONTRACT WAIVER PROPOSAL FORM

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School Site:

Site Administrator in Charge:

Contract paragraphs to be waived:

Purpose of Waiver: (attach additional pages if necessary)

Additional Instructional Minutes:

- Per Day:
- Per Week:
- Per Month:

Additional Called Meetings:

- Per Week:
- Per Month:
- Per Year:

Called Meetings:

- Day(s)
- Time(s)
- Length

Duration of Waiver: (not to exceed one year)

- Commencement of Waiver:
- Conclusion of Waiver:

Comments: (Rationale, Special Circumstances, Considerations)

Bell Schedule: (Please attach current bell schedules and proposed bell schedules)

Timelines:

February 15	Submit Site Waiver Form to Human Resources, Business, and Association
March 1	Approval of Site Waiver Committee for vote
March 31	Site Waiver Vote results due to Human Resources

Signature _____ Date _____

Submit copy to: Human Resources, Business, and Association

Approved for Site Vote:

Yes _____ No _____

HUMAN RESOURCES

CNTA

BUSINESS

Prep Periods

Child Nutrition Services

Transportation

Instructional Minutes

Results of Vote: Yes _____ No _____

ARTICLE 28. STAFF BUY-BACK DAY LANGUAGE

1 28.1 The District will offer as many staff buy-back days as authorized for payment by the
2 State. The District will provide appropriate in-service opportunities at a variety of off-
3 track times. All staff buy-back days may be available for staff development at each
4 site. Such activity(ies) shall be determined by each site. The hours and plans shall
5 be in compliance with state regulations ("staff development instructional methods,
6 including teaching strategies, classroom management and other training designed to
7 improve pupil performance, and academic content in the core curriculum areas").
8 The rate of pay shall be the total dollars earned by the District less required payroll
9 costs. Unit members may participate in a single staff development activity over
10 several days but must be present for the equivalent of a full-time instructional work
11 day. Participation in the staff development buy-back days by unit members is
12 voluntary.

13 28.2 District staff development buy-back day opportunities shall be published as available.

14 28.3 Unit members shall be invited to submit proposals for staff development buy-back day
15 activities which meet the above referenced state regulations. Such proposals shall
16 be submitted for consideration to the District each year.

17 28.4 All unit members who are presenters for staff development buy-back days will be
18 compensated utilizing the same formula. Payment for both participants and
19 presenters shall be made per state regulations.

20 28.5 Association sponsored staff development buy-back days

21 (a) Subject to District approval, staff development buy-back day in-service
22 activity(ies) may be offered by the Association if the activity meets the state
23 regulations referenced above. Rationale for rejection of any Association
24 proposal shall be provided in writing within ten (10) working days of receipt.

25 (b) If a unit member is a presenter at such in-service activities, they shall be
26 compensated at a rate equivalent to that of other unit members who are
27 presenters for the staff development buy-back day activities offered by the
28 district. If the presenter is an employee of CTA, the Association or

ARTICLE 28. STAFF BUY-BACK DAY LANGUAGE

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participating unit members shall assume the costs of the presenter's fee, if any.

ARTICLE 29. PEER ASSISTANCE AND REVIEW

1 29.1 Purpose

- 2 (a) The Peer Assistance and Review Program (“PAR”) allows exemplary teachers
3 to provide non-administrative assistance to permanent teachers in the areas
4 of subject matter knowledge, teaching strategies, and teaching methods.
- 5 (b) The extent of the program’s assistance and review depends upon whether the
6 participating teacher is a referred permanent teacher or a voluntary permanent
7 teacher. A permanent teacher, who has been on an improvement plan for at
8 least ninety (90) calendar days, or sixty (60) work days, whichever is greater,
9 and still received a final unsatisfactory evaluation in any of the areas of
10 subject matter knowledge, teaching strategies, or teaching methods and
11 instruction, shall be referred for participation in PAR. Assistance shall be
12 provided through consulting teachers as described in Article 30.4(b). It shall
13 not involve the participation of the consulting teacher in the evaluation of the
14 unit member required by the Education Code and Article 15 of this agreement,
15 except that the results of unit member participation in the PAR program shall
16 be made available to the evaluator in the case of referred teachers.

17 29.2 Definitions used in this article

- 18 (a) “Classroom teacher” or “teacher” is any member of the bargaining unit
19 covered by certificated evaluation requirements in Article 15 of the Collective
20 Bargaining Agreement.
- 21 (b) “Participating teacher” is a permanent classroom teacher member of the unit
22 who either volunteers or is required by this article to participate in the
23 program.
- 24 (c) “Consulting teacher” is an exemplary teacher meeting the requirements of
25 Article 30.4(b)(1) selected by the Joint Panel to provide program assistance to
26 a participating teacher.
- 27 (d) “Referred teacher” is a permanent teacher who has been on an improvement
28 plan for at least ninety (90) calendar days, or sixty (60) work days, whichever
29 is greater, and still received a final unsatisfactory evaluation in any of the
30 areas of subject matter knowledge, teaching strategies, or teaching methods
31 and instruction pursuant to Education Code 44660-44665.
- 32 (e) “Volunteer teacher” is a permanent unit member whose most recent
33 evaluations have been satisfactory and who is not required to participate in
34 this program due to the receipt of an unsatisfactory evaluation in the areas of
35 subject matter knowledge, teaching strategies, or teaching methods and
36 instruction. Such participation is voluntary, subject to available resources, and
37 is for the purpose of professional growth utilizing the assistance of a
38 consulting teacher.
- 39 (f) “Principal” or “evaluating principal” is the certificated administrator appointed
40 by the District to evaluate a teacher.

ARTICLE 29. PEER ASSISTANCE AND REVIEW

1 (g) "Unsatisfactory evaluation" is an evaluation of a permanent teacher who has
2 been on an improvement plan, for at least ninety (90) calendar days, or sixty
3 (60) work days, whichever is greater, and has still received a final
4 unsatisfactory evaluation in one or more of the areas of subject matter
5 knowledge, teaching strategies or teaching methods and instruction.

6 29.3 Program outline

7 (a) For referred teachers, the outline of the program shall be as follows:

8 (1) The referred teacher is identified by the principal following participation
9 in an improvement plan of at least ninety (90) calendar days, or sixty
10 (60) work days, whichever is greater, and a final unsatisfactory
11 evaluation. In the final evaluation conference, the principal will review
12 the PAR recommendations and referral with the referred teacher. In
13 the recommendation to PAR, the principal will identify specific
14 recommendations regarding the areas of improvement needed.

15 (2) Upon review by the Deputy Superintendent of Human Resources or
16 their designee, a teacher may be referred by the principal to PAR on
17 an emergency basis without participating in an improvement plan. The
18 teacher must have received an unsatisfactory regular evaluation.
19 Acceptance into the program shall be the decision of the Joint Panel.

20 (3) The principal, consulting teacher, and participating teacher will meet to
21 discuss the outlined areas of improvement and types of assistance to
22 be provided.

23 (4) The consulting teacher reviews the recommended areas of
24 improvement, provides assistance to the referred teacher in any of the
25 areas of subject matter knowledge, teaching strategies or teaching
26 methods and instruction needed. The consultant teacher does multiple
27 observations of the referred teacher and makes available the summary
28 report of the referred teacher's participation for placement in the
29 personnel file. The assistance provided shall address the areas for
30 improvement noted by the principal and shall take into consideration
31 state and local standards. The referred teacher will be provided with
32 the California Standards for the Teaching Profession.

33 (5) The consulting teacher, participating teacher, and the principal are
34 expected to develop and maintain an ongoing, cooperative working
35 relationship.

36 (6) The Joint Panel will review the reports made by the consulting teacher.
37 It will make available the reports of referred teacher's participation in
38 the program to the principal as part of the evaluation's process. The
39 Joint Panel shall make recommendations to the Governing Board
40 regarding referred teachers, including forwarding of names of
41 individuals who are unable to demonstrate satisfactory performance.

ARTICLE 29. PEER ASSISTANCE AND REVIEW

- 1 (7) The Governing Board retains final authority over all personnel
2 decisions: evaluations, the decision to commence with disciplinary
3 proceedings for a permanent teacher, the decision to release a
4 probationary teacher or dismissal.
- 5 (8) The principal shall be solely responsible for evaluating and making the
6 initial recommendations for improvement pursuant to the evaluation.
7 The consulting teacher shall assist the referred teacher in improving in
8 the areas identified by the principal through the regular evaluation and
9 performance improvement process.
- 10 (9) Before April 1 annually, the consulting teacher shall prepare a written
11 report summarizing the referred teacher's participation in the program.
12 It shall consist solely of (1) a description of the assistance
13 offered/provided to the referred teacher and (2) a description of the
14 results of the assistance in the targeted areas. This report shall be
15 submitted to the referred teacher, the principal, and the Joint Panel.
16 The participating teacher may also submit a report to the Joint Panel
17 referencing the above items.
- 18 (10) The results of the teacher's participation in the program shall be made
19 available as a part of the referred teacher's annual evaluation. The
20 evaluating principal shall have the discretion as to whether and how to
21 utilize such results in the annual evaluation. The principal's evaluation
22 shall not be based solely on the report from the consulting teacher.
- 23 (11) The assistance provided by the consulting teacher to the referred
24 teacher shall consist of at least twenty (20) hours of in-classroom
25 support over the course of the school year, in addition to other forms of
26 assistance provided.
- 27 (12) If the referred teacher receives an additional unsatisfactory evaluation
28 in any of the applicable areas from the principal despite the assistance
29 of the consulting teacher, the teacher shall be referred for continued
30 participation in PAR as long as the teacher has an unsatisfactory
31 evaluation in one or more of the applicable areas. The Governing
32 Board shall have the sole authority to determine whether the
33 participating teacher has been unable to demonstrate satisfactory
34 improvement.
- 35 (13) The consulting teacher's summary report on the referred teacher's
36 participation in the program shall be made available to the evaluating
37 principal for possible placement in the participating teacher's personnel
38 file. If so desired, the participating teacher may request placement of
39 this report in their personnel file.
- 40 (14) No later than June 30, the Joint Panel will make an annual report to
41 the Governing Board and the Association regarding the program's
42 impact, improvements to be made and recommendations regarding
43 program participants.

ARTICLE 29. PEER ASSISTANCE AND REVIEW

1 (15) The evaluating principal will forward to the Governing Board names of
2 referred teachers who, after sustained assistance, are unable to
3 demonstrate satisfactory improvements.

4 (16) The participating teacher may at any time respond to the consulting
5 teacher's report submitted to the Joint Panel.

6 (b) For volunteer teachers, the outline of the program shall be as follows:

7 (1) The volunteer teacher may apply to the panel to be assigned to work
8 with a consulting teacher to improve current skills in a particular
9 curricular area or to improve and/or develop teaching methodologies
10 and instructional strategies. The volunteer teacher will be assigned to
11 a specific consulting teacher by the Joint Panel, subject to available
12 resources.

13 (2) Upon assignment, the consulting teacher shall meet with the Volunteer
14 teacher to develop a plan for voluntary assistance. The plan will be
15 submitted to the principal and the Joint Panel for purposes of
16 coordination and planning

17 (3) A statement regarding the results of the individual's participation will be
18 forwarded to the Governing Board and the volunteer teacher only.

19 (4) Participation as a volunteer teacher shall not be in lieu of the regular
20 evaluation of the teacher pursuant to Article 15 of this agreement.

21 (5) Budgeted resources of the program shall first be allocated for the
22 benefit of referred teachers under Article 30.3(a), and then as available
23 and budgeted to voluntary participants under Article 30.3(b).

24 **29.4 Governance and program structure**

25 (a) Joint Panel

26 (1) The Peer Assistance and Review Program shall be administered by a
27 panel consisting of five (5) members including three (3) permanent
28 certificated classroom teachers appointed by the Association and two
29 (2) administrators appointed by the District. Qualifications for teacher
30 representatives shall be the same as those for consulting teachers as
31 set forth in Article 30.4(b)(1). A panel member's term shall be three (3)
32 years, except the first term of the teacher members will be two (2),
33 three -year terms and one (1), four-year term. The appointments will
34 be made by May 1. The first terms of the administrator members will
35 be one (1), three-year and one (1), four-year term. Administrators
36 must have at least five (5) years of administrative experience at the
37 site level and at least two (2) years of Administrative experience in the
38 Corona-Norco Unified School District.

ARTICLE 29. PEER ASSISTANCE AND REVIEW

- 1 (2) The Joint Panel shall make all decisions through consensus in the
2 area of appointments, recommendations to the Governing Board,
3 program plan and recommended budget. In the absence of
4 consensus, decisions will be made by a majority vote. Four (4) of the
5 five (5) panel members shall constitute a quorum for purposes of
6 meeting and conducting business.

- 7 (3) The Joint Panel's primary responsibilities include the selection and
8 oversight of the consulting teachers and review of the reports made
9 pursuant to Article 30.3(a)(9).

- 10 (4) The selection of consulting teachers for Peer Assistance and Review
11 and for other acceptable programs, as funded through AB 1X, shall be
12 the sole responsibility of the Joint Panel.

- 13 (5) For the purposes of program consistency and in order to maintain
14 equality in regards to participating teacher selection, assignment, and
15 review, all PAR teachers and all Beginning Teacher Support and
16 Assessment BTSA teachers, regardless of funding source, will be
17 subject to the provisions of this article and the oversight of the Joint
18 Panel.

19 In addition, the panel shall have the following responsibilities:

- 20 1. By June 1 of each fiscal year, submit a recommended budget
21 to the Governing Board within the proportion of the estimated
22 State revenues generated by the PAR program that the
23 Governing Board has determined will be used for peer
24 assistance and review or other programs acceptable through
25 AB 1X. The budget shall detail the estimated expenditures
26 including the projected number of participating teachers, the
27 number of consulting teachers to serve the projected needs,
28 the amount of release time for the panel, and the projected cost
29 for in-service training for panel members, consulting teachers,
30 referred and voluntary participants, administrative overhead
31 and other necessary services

- 32 2. Assign consulting teachers within thirty (30) calendar days after
33 unit member has been accepted into PAR.

- 34 3. Review consulting teacher reports on referred teachers by
35 May 1.

- 36 4. Evaluate the effectiveness of the consulting teachers by May 1.

- 37 5. Provide training for all members of the Joint Panel and
38 coordinate with the District to provide training for consulting
39 teachers and participating teachers as determined by the Joint
40 Panel.

ARTICLE 29. PEER ASSISTANCE AND REVIEW

- 1 6. Forward to Human Resources by June 15 all records of the
2 program to be filed separately from individual personnel
3 records, except as provided in this article.
- 4 7. Establish internal operations procedures and regulations
5 necessary to carry out requirements of the Education Code and
6 this article.
- 7 8. Develop the consulting teacher application form, initial
8 evaluation forms, observation forms, and final report format for
9 use by the consulting teacher.
- 10 9. Remove consulting teachers who, due to illness, extended
11 absence, or other reasons, are unable to complete their
12 assignment. Replacement consulting teachers may be hired at
13 any time.

14 (b) Consulting Teachers:

15 (1) At a minimum, the consulting teacher must:

- 16 1. Be a credentialed teacher with permanent status in the Corona-
17 Norco Unified School District with at least five (5) years of
18 recent classroom teaching experience who, during those five
19 (5) years, has had overall evaluations of satisfactory or better in
20 all areas evaluated
- 21 2. Have demonstrated exemplary teaching ability as indicated by
22 effective communication skills, subject matter knowledge,
23 knowledge and commitment to District curricular goals and
24 state standards and mastery of a range of teaching strategies
25 necessary to meet student needs in different contexts.
- 26 3. Have demonstrated an ability to work cooperatively and
27 effectively with other teachers and administrators,
28 demonstrated effective leadership skills and experience in
29 working on school and District committees.

30 (2) Applicants for consulting teacher positions will submit a completed
31 application including no fewer than three (3) but no more than five (5)
32 references from individuals with direct knowledge of the applicant's
33 abilities for the position. At least two (2) references shall be from
34 bargaining unit members; a reference from their current principal is
35 also required. Applications and references will be treated with
36 confidentiality. The Joint Panel will make the selection of all consulting
37 teachers funded by AB 1X. The Joint Panel will also select teachers
38 for other programs allowable and funded through AB 1X. The
39 selection will be forwarded to the Superintendent. The panel's
40 procedures for selecting consulting teachers shall include provisions

ARTICLE 29. PEER ASSISTANCE AND REVIEW

1 for classroom observations of consulting teacher candidates and
2 reference checks.

3 (3) Full-time consulting teachers may provide assistance for up to
4 eighteen (18) certificated bargaining unit members per school year.
5 The Joint Panel will assign each consulting teacher to assist no more
6 than three (3) PAR participating teachers in a school year. The
7 remaining assignments may be used to provide non-evaluative
8 assistance through BTSA. Each consulting teacher who is assigned
9 one (1) PAR participating teacher will be assigned no more than fifteen
10 (15) BTSA teachers. Each consulting teacher who is assigned two (2)
11 PAR participating teachers will be assigned no more than twelve (12)
12 BTSA teachers. Each consulting teacher who is assigned three (3)
13 PAR participating teachers will be assigned no more than nine (9)
14 BTSA teachers. BTSA assignments will be made by Curriculum and
15 Instruction. All conditions of the BTSA grant will be monitored and
16 supervised by Curriculum and Instruction. No documents will be
17 placed in the personnel file by the consulting teacher in regards to the
18 BTSA assignments. A report on each consulting teacher's
19 involvement/participation in the BTSA program will be submitted by
20 Curriculum and Instruction to the Joint Panel for their review by April 1
21 on an annual basis. The report form will be developed by the PAR
22 panel. PAR assignments will have priority over all other assignments.

23 (4) Consulting teachers with full-time teaching assignments may provide
24 assistance for up to two (2) second-year BTSA participants. This extra
25 duty assignment will be funded at four (4) days per diem per BTSA
26 participant.

27 (5) Consulting teachers with full time teaching assignments will provide
28 assistance for no more than one (1) referred participating PAR
29 teacher. Extra duty positions will be funded at twelve (12) days per
30 diem.

31 (6) Within the first six weeks of assignment, the consulting teacher or the
32 participating teacher may request an assignment change from the
33 Joint Panel for good cause. The decision of the Joint Panel shall be
34 final. A consulting teacher's term will be a minimum of two (2) and a
35 maximum of three (3) consecutive years of service as a consulting
36 teacher, provided that their annual service as a consulting teacher has
37 been satisfactory to the Joint Panel.

38 (c) Consulting teachers shall provide assistance to participating teachers in the
39 areas of subject matter knowledge, teaching strategies, and teaching methods
40 including, but not limited to, the following activities:

41 (1) Providing consultative assistance to improve in the specific areas
42 targeted by the evaluating principal.

ARTICLE 29. PEER ASSISTANCE AND REVIEW

- 1 (2) Meeting and consulting with the principal regarding the nature of
2 assistance being provided.

- 3 (3) Conducting multiple observations of the participating teacher during
4 periods of classroom instruction (with at least twenty (20) hours of in-
5 classroom support).

- 6 (4) Recommending specific training in specified teaching techniques or in
7 designated subject matter as approved by the Joint Panel. When
8 appropriate, both the consulting teacher and the participating teacher
9 will attend the specific training session.

- 10 (5) Demonstrating good practice to the participating teacher.

- 11 (6) Recommending specific activities targeted to improve their teaching
12 strategies where improvement is desired.

- 13 (7) Maintaining appropriate records of each participating teacher’s
14 activities and progress on forms designed by the Joint Panel.

- 15 (8) Providing monthly written updates on forms designed by the Joint
16 Panel to the referred teacher, the principal, and the Joint Panel
17 concerning the progress of the referred teacher in the areas targeted
18 for improvement by the principal. The written updates may be kept in
19 the principal’s evaluation file until the final evaluation is completed for
20 the year. The Joint Panel will have access to the consulting teacher
21 reports in the secured separate personnel files maintained in Human
22 Resources.

23 (d) Consulting teachers shall be returned to their regular assignment upon
24 completion of their term as a consulting teacher. Elementary teachers will be
25 returned to the same school, track, and approximate grade level. Secondary
26 teachers will be returned to the same school and subject areas. Consulting
27 teachers are eligible to apply for transfer at any time during their term as a
28 consulting teacher. Consulting teachers opting to return to the classroom prior
29 to continuing service into a possible second, third, or fourth year must notify
30 the Joint Panel prior to March 1. The fourth year will sunset on June 30, 2007
31 unless renewed through negotiations.

32 **29.5 Status and Liability Protection of Unit Members**

- 33 (a) Functions performed by unit members under this article shall not constitute
34 either management or supervisory functions as defined in the Educational
35 Employment Relations Act.

- 36 (b) Unit members who perform functions as Consulting Teachers or members of
37 the Joint Panel shall have the same protection from liability and access to
38 appropriate defense as afforded to other public school employees under the
39 provisions of the California Government Code.

ARTICLE 29. PEER ASSISTANCE AND REVIEW

1 (c) This Article shall not be subject to the grievance procedure; however, all other
2 Articles of the Collective Bargaining Agreement are still applicable.

3 **29.6 Records**

4 (a) All documents and information relating to individual participation in this
5 program shall be considered personnel matters subject to the personnel
6 record exemption of the California Public Records Act. The annual evaluation
7 of the program's impact, excluding information on identifiable individuals, is
8 subject to disclosure under the Public Records Act.

9 (b) All documents for the PAR will be filed by Human Resources separately from
10 individual personnel records, except as specified herein.

ARTICLE 30. SHARED CONTRACTS

1 30.1 Thirty (30) shared-contract positions will be available. The positions will be of a two
2 (2)-year duration. At the end of two (2) years, participants must reapply. The number
3 of shared-contract positions available will be determined by the number of positions
4 previously unfilled and those positions subject to reapplication.

5 30.2 There shall be no more than (1) shared contracts per school site, when the number of
6 teachers at the site is between 1-30. At sites that have 30+ teachers, the number of
7 shared contracts will be limited to two (2). Shared-contract positions will not be
8 available for two (2) consecutive grade levels on the same track at the same site.

9 30.3 There will be five (5) shared-contract positions available for non-classroom support
10 personnel. The unit members sharing the contract must have the same job
11 description. Unit members must agree to share the contract for two (2) years or until
12 an opening in that job description occurs.

13 30.4 Should more applicants for the thirty (30) shared-contract positions at either the
14 elementary or secondary level be eligible or the five (5) shared contract positions for
15 non-classroom support personnel be eligible , the teams at each level will be selected
16 by lottery.

17 30.5 The District will announce the availability of the shared contract positions on an
18 annual basis. Teachers interested in a shared-contract must complete the
19 application/contract available from the Human Resources office by the deadline
20 announced in the flyer. The application must include the team's plans for: work
21 schedules, parent conferences, back-to-school night, open house, adjunct/extra
22 duties, in-service, issuing of grades, and the signature of the principal/administrator
23 who accepts the shared contract. If a principal/administrator declines to sign the
24 application, the applicants for the shared contract position can appeal to the Deputy
25 Superintendent, Human Resources or designee.

ARTICLE 30. SHARED CONTRACTS

1 30.6 Participation in the program requires:

- 2 (a) That all teacher participants be tenured at the time of application.
- 3 (b) That all teacher participants (except for maternity leave) be in a regular paid
4 teaching position for one (1) year prior to application.
- 5 (c) That teachers on a performance improvement plan are not eligible.
- 6 (d) That all teacher participants share the contract on a 50/50 basis.

7 30.7 Unit members participating in shared-contract positions will receive:

- 8 (a) Fifty percent (50%) of their salary
- 9 (b) Fifty percent (50%) of their sick/personal necessity leave
- 10 (c) Fifty percent (50%) of their health and welfare benefits
- 11 (d) One-half (1/2) year of credit for advancement on the salary schedule for each
12 year on the shared contract.

13 30.8 Should either or both partners in the shared-contract decide, at any time, to terminate
14 this agreement, the teacher participant that originally held the position will maintain it.

15 If the position is new to each teacher participant, the teacher with the least District
16 seniority shall be placed in an available, appropriate teaching position at the
17 discretion of the District.

18 30.9 Should one (1) member of the team leave the position for any reason, the remaining
19 member will assume the full- time position immediately. Under no circumstances will
20 a new partner be added to an existing shared-contract.

21 30.10 At the time of acceptance into the shared-contract position the unit members will meet
22 with a designee from Human Resources to sign a contract acknowledging and
23 agreeing to the criteria set forth in this article.

24 30.11 If at the end of the two-year shared-contract, the teacher participants do not reapply
25 or are not accepted for an additional two-year participation, the unit members will be

ARTICLE 30. SHARED CONTRACTS

1 placed in available positions at their site for which they are qualified in accordance
2 with the procedures outlined in the Collective Bargaining Agreement.

3 30.12 Should District cancel the program, the unit members will be placed in available
4 positions at their site for which they are qualified in accordance with the procedures
5 outlined in the Collective Bargaining Agreement.

SCHOOL SITE EXTRA DUTY FUND

Upon restoration, as defined in Article 16.21, each school site shall receive \$6.51 per student enrollment. At elementary schools, the monies from this fund shall be used to eliminate playground duties, including recess duties, before and after school duties, bus duties, parking duties and all other duties not directly related to their classroom responsibilities. At intermediate and high schools, the funds may be used for direct student service extra duty assignments which are currently not on the Extra Curricular Pay Schedule. As determined by a school committee composed of unit members democratically elected by secret ballot and the school site principal. The size of the committee at each school shall be determined by that school site. At the end of each meeting an accounting of all disbursements, the amount paid and to whom paid, shall be published. The members of this committee shall not be entitled to compensation for this duty. The decisions of the school committee are not subject to the grievance process, but may be appealed to the Deputy Superintendent of Human Resources. The School Site Extra Duty Fund shall be increased at the same percentage as yearly certificated unit member salary increases.

1
2 Side Letter between the Corona-Norco Unified
3 School District (CNUSD)
4 and the
5 Corona Norco Teachers Association (CNTA)

6 The following constitutes the mutual agreement between the CNTA and CNUSD regarding
7 Appendix A of the CBA:

- 8 1. Elementary school unit members shall not do duty before, during, or after school.
9 a. Duty is defined as the general supervision of students other than those to
10 which the unit member is assigned as teacher of record (as in first grade
11 class, kindergarten class, sixth grade class, etc.) or who are part of their
12 caseload (as in LAS, Special Education, library or lab, band, etc.).
13 b. Duty assignments do not include the supervision of a unit member's own case
14 load or class list on outings, special projects, or personal dismissals.
15 c. It is a unit member's responsibility to see their class to an appropriate
16 dismissal area.
17 2. Stipends will be \$100 per month regardless of the number of days per month for each
18 daily before school or after school duty.
19 a. Administration will be responsible for noon/playground (n/p) duty assignments.
20 b. The school safety committee will be responsible for scheduling all stipend
21 producing duty assignments after the first month of school in the 2013-14
22 school year.
23 c. Stipend qualifying duties will be distributed on a rotating basis as equally as
24 practical.
25 d. Disputes will be resolved by designees from Human Resources and CNTA.
26 3. On inclement weather days, teacher will supervise their own students during normally
27 scheduled recess times.
28 a. An inclement weather day schedule will be developed for each site that
29 designates how n/p supervisors will be utilized.
30 b. The inclement weather day schedule will provide for personal breaks for each
31 unit member.
32 4. Administratively called emergencies may require Unit members to supervise their own
33 students during normally scheduled recess times.
34 a. Absence of n/p supervisors does not constitute an emergency.
35 b. Emergencies may be called when there is a clear or perceived threat to
36 students, staff, or visitors to the school campus.
37 i. Examples of possible emergencies: Earthquakes, unsupervised dogs
38 or animals, potentially threatening individuals or groups on or near
39 campus, and hazardous conditions.
40 5. Stipends will be offered first to teaching staff, then to existing site classified staff as
41 extra duty, and then to n/p supervisors.
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6. In the event a before or after school duty cannot be staffed through the directives of Appendix A, a lottery will be held by the Safety Committee to randomly assign a teacher from the staff to the unfilled duty position. This lottery will be held approximately four to six weeks in advance of the duty needing to be assigned. Any teacher who has not already signed up for duty will be entered into the lottery. In the event that all teachers at the site have already signed up for a duty, then all teachers will be entered into the lottery. If more than 1 position is unfilled additional lotteries will be held, until all duties are covered. Each duty filled in this manner will still receive a stipend.

**CORONA-NORCO UNIFIED SCHOOL DISTRICT
RETIREMENT BONUS**

Unit Members are eligible to participate in the Retirement Bonus Program under the following circumstances:

- 1) Must be on the salary schedule at one of the following locations: Class B, Step 9; Class B, Step 10; Class C, Step 10; Class D, Step 10; Class D, Step 11; Class D, Step 16; Class D, Step 20; Class D, Step 25 or Class D, Step 30.
- 2) Must have a minimum of ten consecutive years of service as a certificated employee in the Corona-Norco Unified School District.
- 3) Must be at least 52 years of age and no more than 59 years of age.
- 4) Must be eligible for service retirement under STRS rules on the effective date of retirement.
- 5) On or before January 15 of the final school year of employment with the District, the unit member must submit an irrevocable letter of resignation from all employment with the District effective no later than June 30 of that year or July 1 of the following school year. No unit member may participate in the "Retirement Bonus" program beyond the school year in which the member reaches age 60.
- 6) The District shall make a one-time bonus payment to the employee once the irrevocable letter of resignation is accepted by the Board of Education. Such payment may, at the election of the employee, be paid in March or June of the final year of employment or in July following the date of retirement. It is understood that the present STRS regulations will apply.
- 7) Any unit member who participates in and meets the requirements of the "Retirement Bonus" program shall be paid \$12,500 by the District.
- 8) Should any unit member return to employment with the District following receipt of the "Retirement Bonus" that unit member will be required to return to the District the full amount of any such bonus. Any such returning employee will not be eligible to receive the "Retirement Bonus" a second time.

Side Letter between the Corona-Norco Unified
School District (CNUSD)
and the
Corona Norco Teachers Association (CNTA)

The following constitutes the mutual agreement between the CNTA and the CNUSD regarding Article 10.2 of the CBA:

The intent of this language is to make sure that, regardless of schedule changes, all unit member receive as equitable as possible prep time that is in accordance with the length of the regular class period. The ten (10) day example provided in Article 10, Section 2 utilizing a minimum of four hundred fifty (450) minutes was to create an equitable schedule with regards to teacher preparation time across the school site when there are "Exceptional Situations".

The norm for prep time will continue where every member at a site receives the equivalent of one regular class period of prep per day.

On occasions such as days where there is WASC schedule, or a minimum day, or a holiday which impacts the district's ability to have the same length of class periods as a regular day, members will all receive the equivalent amount of prep time as their colleagues at their site within a ten day period.

Should a schedule not reflect equal prep times, CNTA and CNUSD management will problem solve to resolve the differences.

"Exceptional Situations" may not be arbitrary or capricious.

June 1, 2016

Side Letter between the Corona-Norco Unified
School District (CNUSD)
and the
Corona Norco Teachers Association (CNTA)

The following constitutes the mutual agreement between the CNTA and CNUSD regarding Article 30.11 of the CBA:

At the termination of the shared contract, the position will revert to the original unit member that held the position. Should the position be new to both unit members, the unit member with the greatest seniority will be offered the position first. If neither unit member wants the position it will be opened for regular transfer according to article 14.

June 1, 2016

CORONA-NORCO UNIFIED SCHOOL DISTRICT

2016-17 CERTIFICATED BASIC WORK YEAR SALARY SCHEDULE

185 Work Days

Year	CLASS A		CLASS B		CLASS C		CLASS D	
1	61,750	333.78	61,752	333.79	63,663	344.12	67,138	362.91
2	62,170	336.05	63,813	344.94	66,736	360.74	70,374	380.40
3	62,650	338.65	66,043	356.99	69,819	377.40	73,607	397.88
4	64,598	349.18	68,983	372.88	72,912	394.12	76,836	415.33
5	67,240	363.46	71,915	388.73	75,993	410.77	80,075	432.84
6	70,001	378.38	74,844	404.56	79,651	430.55	83,872	453.36
7	72,758	393.29	77,779	420.43	82,734	447.21	87,098	470.80
8	75,517	408.20	80,709	436.26	85,818	463.88	90,338	488.31
9			83,643	452.12	88,895	480.51	93,572	505.79
10					93,809	507.08	96,809	523.29
11							102,024	551.48
16							104,051	562.44
20							105,644	571.05
25							112,083	605.85
30							115,444	624.02

- CLASS A Bachelor's Degree plus up to 45 semester units.
- CLASS B Bachelor's Degree plus 45 semester units after the date of Bachelors; or Master's Degree
- CLASS C Bachelor's Degree plus 60 semester units after the date of Bachelor's with Master's Degree; or Master's Degree plus 15 semester units after the date of Master's; or Master's Equivalency
- CLASS D Master's Degree plus 75 semester units after the date of Bachelor's with Master's Degree; or Master's Degree plus 30 semester units after the date of Master's or Master's Equivalency**

*Advancement may be made from Class B to Class C without a Master's Degree in accordance with the following criteria:
(Teaching experience is that credited on CNUSD salary schedule.)

- 1) Must be on Class B-9
- 2) Must have any combination listed below:
 - a. 15 years teaching experience and 75 semester units beyond Bachelor's Degree
 - b. 16 years teaching experience and 72 semester units beyond Bachelor's Degree
 - c. 17 years teaching experience and 69 semester units beyond Bachelor's Degree
 - d. 18 years teaching experience and 66 semester units beyond Bachelor's Degree
 - e. 19 years teaching experience and 63 semester units beyond Bachelor's Degree
 - f. 20 years teaching experience and 60 semester units beyond Bachelor's Degree

**Advancement may be made from Class C to Class D without a Master's Degree in accordance with the following criteria:
(Teaching experience is that credited on CNUSD salary schedule.)

- 1) Must be on Class C-10 with a minimum of 20 years teaching experience
- 2) Must have at least 75 semester units beyond Bachelor's Degree

CORONA-NORCO UNIFIED SCHOOL DISTRICT

2016-17 SUPPLEMENTAL DAILY PAY RATE SCHEDULE

SUPPORT PERSONNEL CLASSIFICATION	DAILY SUPPLEMENT	WORK DAYS
Program Specialist	\$34.75	212
Psychologist	\$34.75	201
High School Director of Student Activities	\$23.91	201
Child Welfare and Attendance Counselor	\$17.32	196
Counselor	\$17.32	196
Language, Speech Pathologist	\$17.32	196
Orientation and Mobility Specialist	\$17.32	196
Student Advisor	\$17.32	196
Teacher of Adaptive Physical Education	\$17.32	196
Teacher of Aurally Handicapped	\$17.32	196
Teacher of Visually Handicapped	\$17.32	196
Librarian	\$17.32	191
Nurse	\$17.32	191

CORONA-NORCO UNIFIED SCHOOL DISTRICT

2016-17 LEAD PAY SCHEDULE

PERIODS TAUGHT BY DEPARTMENT MEMBERS		SALARY
INTERMEDIATE TEAM LEADERS/DEPT. HEADS*	HIGH SCHOOL DEPT. HEADS	
1 - 6	1 - 5	\$245.00
7 - 11	6 - 9	\$484.00
12 - 17	10 - 14	\$845.00
18 - 23	15 - 19	\$1,209.00
24 - 30	20 - 29	\$1,570.00
31 or more	30 - 39	\$1,920.00
	40 - 55	\$2,275.00
	56 - 70	\$2,615.00
	71 - 100	\$2,953.00
	101 or more	\$3,292.00

*Maximum of 11 total positions per school;
 1 additional position for sixth grade team;
 4 additional positions for year-round schools

INTERMEDIATE DEPARTMENTS:

Language Arts, Math, Science, Social Studies,
 Special Education, Physical Education, Electives

HIGH SCHOOL HEAD COUNSELORS \$1,209.00

HIGH SCHOOL TEAM LEADERS \$540.00

Maximum 20 per comprehensive high school, 10 for all others.

ELEMENTARY TEAM LEADERS \$453.00

Maximum 8 per school. Includes 1 Special Education

Student Study Team Facilitator(s) \$1.00 per student, per elementary site

1. Principals shall encourage teams to schedule team meetings at the mutual convenience of all team members. The planning time available before or after the start of the school day shall be used whenever possible.
2. Team member input shall be solicited and considered by the principal prior to the selection of the team leader.

BOARD APPROVED 6/14/16

CORONA-NORCO UNIFIED SCHOOL DISTRICT

2016-17 EXTRA CURRICULAR PAY SCHEDULE

HIGH SCHOOL ATHLETICS	SALARY	HIGH SCHOOL ACTIVITIES	*SALARY
FOOTBALL		BAND	\$4,172
Head Varsity	\$4,928	BAND - Second position	\$2,502
Assistants/Others	\$3,455	CHORUS	\$4,172
BASEBALL		CHORUS - Second position	\$1,393
Head Varsity	\$3,711	YEARBOOK	\$4,172
Assistants/Others	\$2,785	DRAMA	\$4,785
BASKETBALL		FLAG/DRILL TEAM	\$2,785
Head Varsity (Boys/Girls)	\$3,711	JOURNALISM	\$2,785
Assistants/Others	\$2,785	TV PRODUCTION	\$2,785
CROSS COUNTRY		**ACADEMIC DECATHLON OR	
Head Varsity	\$3,711	ODYSSEY OF THE MIND	\$1,393
Assistants/Others	\$2,785	**MOCK TRIAL	\$1,393
GOLF (Boys/Girls)	\$2,785	**LANGUAGE ARTS (SPEECH/REFLECTIONS	
LACROSSE		COORDINATOR	\$1,393
Head Varsity	\$3,711	**HISTORY DAY COORDINATOR	\$1,393
Assistants/Others	\$2,785	**SCIENCE FAIR COORDINATOR	\$1,393
PEP SQUAD		**TWO ADDITIONAL ADVISORS	\$1,393
Head Varsity	\$3,711	**ONE ADDITIONAL ADVISOR	\$708
Assistants/Others	\$2,785	DIVERSITY CAMP LEADER (Per Camp)	\$491
SOCCER		INTERMEDIATE/MIDDLE SCHOOL ACTIVITIES	
Head Varsity (Boys/Girls)	\$3,711	BAND	\$2,785
Assistants/Others	\$2,785	INTRAMURAL ACTIVITIES	\$2,785
SOFTBALL		YEARBOOK	\$2,785
Head Varsity	\$3,711	CHORUS	\$1,855
Assistants/Others	\$2,785	DRAMA	\$1,855
SWIMMING		LEADERSHIP	\$1,855
Head Varsity	\$3,711	**HISTORY DAY COORDINATOR	\$1,393
Assistants/Others	\$2,785	**MATH FIELD DAY COORDINATOR	\$1,393
TENNIS		** SCIENCE FAIR COORDINATOR	\$1,393
Head Varsity (Boys/Girls)	\$3,711	**LANGUAGE ARTS (SPEECH/REFLECTIONS	
Assistants/Others	\$2,785	COORDINATOR	\$1,393
TRACK AND FIELD		**SPELLING BEE COORDINATOR	\$461
Head Varsity	\$3,711	**ONE ADDITIONAL ADVISOR	\$708
Assistants/Others	\$2,785		
VOLLEYBALL		ELEMENTARY SCHOOL ACTIVITIES	
Head Varsity (Boys/Girls)	\$3,711	**SCIENCE FAIR COORDINATOR	\$1,393
Assistants/Others	\$2,785	GATE COORDINATOR	\$1,393
WATER POLO		**HISTORY DAY COORDINATOR	\$957
Head Varsity (Boys/Girls)	\$3,711	**MATH FIELD DAY COORDINATOR	\$957
Assistants/Others	\$2,785	**TRACK MEET COORDINATOR	\$886
WRESTLING		**SPELLING BEE COORDINATOR	\$461
Head Varsity	\$3,711	**ONE ADDITIONAL ADVISOR	\$708
Assistants/Others	\$2,785	**10% of compensation for each advancement to	
		County, State or National competition.	
HIGH SCHOOL C.I.F. PLAY-OFFS		EXPERIENCE INCREMENTS	
Team competition - 10% of individual		...	
sport compensation per week.		3 - 5 years.....\$270 additional	
Individual competitions - 10% of individual		6 - 8 years.....\$546 additional	
sport compensation per week/principal to		9 years or more.....\$821 additional	
designate number of coaches			

CORONA-NORCO UNIFIED SCHOOL DISTRICT

**2016-17 ADULT EDUCATION AND HOME TEACHER
HOURLY RATE SCHEDULE**

<u>STEP</u>	<u>SALARY</u>
1	\$43.27
2	\$44.75
3	\$46.24
4	\$47.79

REQUIREMENTS FOR STEP ADVANCEMENT:

- STEP 1 Teachers in their first four semesters of Adult Education or Home Teaching
- STEP 2 Teachers in their fifth through eighth semesters of Adult Education or Home Teaching
- STEP 3 Teachers in their ninth through twelfth semesters of Adult Education or Home Teaching
- STEP 4 Teachers who have more than twelve semesters of Education or Home Teaching

HOURLY SUBSTITUTE TEACHERS

The rate of pay for adult education and home teaching hourly substitute services shall be \$22.02 per hour.

BOARD APPROVED 6/14/16

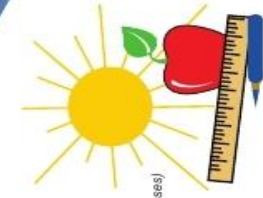
CORONA-NORCO UNIFIED SCHOOL DISTRICT

2016-17 MISCELLANEOUS EXTRA DUTY ASSIGNMENT SALARY SCHEDULE

- Curriculum Preparation and Inservice Planning - \$43.27/hour
- Bargaining unit members who voluntarily attend District sponsored Inservice Training, while off track, or while in non-paid status, will be paid the same as that being paid for bargaining unit members substitute teaching during off track time.
- CNUSD Bargaining unit members who provide instruction for CLAD and BCLAD training will be paid at the same rate as the rate currently paid by the County of Riverside for the same training.
- Bargaining unit members participating in specialized committees (i.e. Special Education Task Force, Electronic Gradebook, Pilot Evaluation, etc.) which have been mutually agreed upon by Association and District will receive curriculum hourly rate while in a non-paid status/beyond contract hours.

BOARD APPROVED 6/14/16

CORONA-NORCO UNIFIED SCHOOL DISTRICT
2016-2017 SECONDARY SCHOOL TRACK CALENDAR
CALENDARIO 2016-2017 PARA LOS CICLOS ACADÉMICOS DE ESCUELAS SECUNDARIAS Y PREPARATORIAS



TRACK T - CICLO T
 AUBURNDALE INT., CHAVEZ ACADEMY, CITRUS HILLS INT., CORONA FUNDAMENTAL INT.,
 EL CERRITO MIDDLE, HOME GARDENS ACADEMY, NORCO INT., RAMIREZ INT., RANNEY INT.,
 RIVER HEIGHTS INT. & TODD ACADEMY

TRACK HS - CICLO HS
 CENTENNIAL, CORONA, NORCO, ORANGE GROVE, POLLARD, ROOSEVELT & SANTIAGO

TRACK JFK - CICLO JFK
 KENNEDY MIDDLE COLLEGE HIGH SCHOOL

E = Early Dismissal - Las clases terminan más temprano
X = Student Minimum Day - Día de horario mínimo
SIP = Staff Meeting/Teacher Prep Day (Non-Student Day)
 Reunión del Personal Docente/preparación para maestros (No hay clases)
N = New Teacher Day - Nuevo día del profesor
S = Inservice Day (Non-Student Day) Día de capacitación profesional (No hay clases)
P = Teacher Prep Day (Non-Student Day) Día de preparación para maestros (No hay clases)

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BOARD OF EDUCATION**

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Bill Newberry, Vice-President
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Mary Ybarra, Member
John Zickefoose, Member

**CORONA-NORCO
TEACHERS ASSOCIATION (CNTA)**

Officers

Harold Stryker, President
Julie Cooley, Vice-President
Vivian Ringen, Secretary
Omar Mayen, Treasurer

CNTA Negotiations Team

Jerry Goar, Intermediate School
Angela Thomas, Elementary School / Support Services
Kristi Johnson, Negotiations Chair / Vice-President
Tonya Spencer, Elementary Rep
Michelle Morris, High School / Support Services
Phil Palermo High School Rep
Julie Cooley, High School / President
Elisa Gusdal, CTA

ADMINISTRATION

Superintendent

Michael H. Lin, Ed. D.

Superintendent

Business Services

Mary Perea

Assistant Superintendent

Curriculum and Instruction

Dr. Lisa Simon

Assistant Superintendent

Facilities

Ted E. Rozzi

Assistant Superintendent

Human Resources

Sam Buenrostro, Ed.D.

Associate Superintendent

Instructional Support

Michael Cobarrubias