

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, 2012 to June 30, 2015

Year 3: 7/1/14 - 6/30/15

Ratified by CNTA on May 5, 2014

Yes: 95% No: 5%

**Approved by CNUSD Board of Trustees on
May 20, 2015**

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 2012, by and between the
2 Corona-Norco Unified School District (hereinafter referred to as ~~%District+~~) and the
3 Corona-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 1.2 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, 2012 through June 30, 2015.

13 1.3 The parties reserve the right to reopen negotiations on any article in this contract by
14 mutual agreement

ARTICLE 2. RECOGNITION

1 2.1 The District recognizes the Association as the exclusive representative for those certified
2 unit members employed in the following classifications:

3 Child Welfare & Attendance counselor	Resource specialist (RS)
4 Classroom Teacher/Counselor	Student Advisor
5 Director of Student Activities	Teacher of Adaptive Physical Education
6	(APE)
7 Director of Student Athletics	Teacher of Aurally Handicapped (AH)
8	
9	
10	
11	
12 Gifted/Talented Program Specialist	Teacher of communication Handicapped
13	(CH)
14	
15 Gifted/Talented Teacher	Teacher of Home/Hospital Instruction (H&H)
16	
17 Intern Teacher	Teacher on Special Assignment
18	
19 Lang/Spch/Hearing Specialist (LSH)	Teacher of Learning Handicapped (LH)
20	
21 Librarian	Teacher of Mild/Moderate Disabilities
22	
23 Nurse	Teacher of Moderate/Severe Disabilities
24	
25 Program Specialist	Teacher of Physically Handicapped (PH)
26	
27 Psychologist	Teacher of Severely Handicapped (SH)
28	
29 Language Arts/Reading Specialist	Teacher of Visually Handicapped (VH)
30	
31 Orientation and Mobility Specialist	Temporary Teacher
32 (OMS)	
33	
34 Regular Probationary or Permanent	Traveling Teacher
35 Adult Ed Teachers	
36	

37 2.2 After the effective date of this Agreement, should the District create classifications of
38 certified unit members in addition to those listed above, such classifications shall be
39 included in the certified unit members bargaining unit unless such classifications are
40 management, confidential, or supervisory, as defined by the statute.

41 2.3 Beginning with the 2005-06 school year, the bargaining unit positions of Athletic
42 Directors and Activities Directors at the comprehensive high schools shall be phased out

ARTICLE 2. RECOGNITION

1 of the unit and converted to administrative positions. In doing so, the following
2 procedures shall be followed:

- 3 (a) Except as provided in (b) below, each conversion shall be on a position-by-position
4 basis and shall be converted through attrition.
- 5
6 (b) A bargaining unit member currently holding the position of Athletic Director or
7 Activities Director shall be given the choice to remain a member of the bargaining
8 unit or go to the new administrative position if she/he meets the qualifications
9 established by the District.
- 10
11 (c) Those remaining in the bargaining unit shall not be removed from the position for
12 the express purpose of converting the position to an administrative position.

ARTICLE 3. DEFINITIONS

- 1 3.1 ~~%~~Unit Member+refers to any employee who is included in the appropriate unit as defined
2 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 the
6 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 Association.
- 13 3.8 ~~%~~Association+means the Corona-Norco Teachers Association/California Teachers
14 Association/National Education Association.
- 15 3.9 ~~%~~Board+means the Board of Education of the Corona-Norco Unified School District.
- 16 3.10 ~~%~~District+means the Corona-Norco Unified School District.
- 17 3.11 ~~%~~S-day+means a workday without students for the purpose of District/site based in-
18 service for T-track only, a teacher preparation day.
- 19 3.12 ~~%~~R day+means a workday without students for the purpose of classroom/lesson
20 preparation planning.
- 21 3.13 ~~%~~M Day+the district shall maintain six (6) minimum days. The minimum days are for
22 grade-level, cross-grade level, cross track, departmental, or intradepartmental planning
23 and team collaboration. Site staff meetings shall not be scheduled on these minimum
24 days. Unit members are expected to work in appropriate educational settings with
25 colleagues.
- 26 3.14 ~~%~~Regular Substitute+is a day-to-day substitute for a unit member for 30 or less
27 consecutive working days.
- 28 3.15 ~~%~~Long-term substitute+is a substitute for a unit member for 31 or more consecutive
29 working days.
- 30 3.16 ~~%~~S/P+means a workday without students . one-half day for the purpose of district/site
31 based in-service; one-half day for the purpose of the classroom/lesson preparation.
- 32 3.17 ~~%~~Accredited College or University+means those accredited by associations which are
33 members of the American Council on Education and/or the California Commission on
34 Teacher Credentialing.

ARTICLE 4. MAINTANANCE 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. Nor 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 be
6 reopened for purposes of negotiations by the mutual consent of the District and the
7 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 retains
2 and reserves unto itself all powers, rights, authorities, duties, and responsibilities
3 conferred upon and vested in it by the Laws and Constitution of the United States and
4 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 diminish
11 the rights of the Association or the unit members as provided by the terms and
12 conditions of this Agreement.

ARTICLE 6. NEGOTIATION PROCEDURES

6.1 Interest-Based Negotiations

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

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

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

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

6.4 Upon written request, the District shall furnish the Association with non-confidential information pertaining to employer-unit member relations, budget, wage, and salary data, monthly lists of newly hired certified unit members, and other information directly related to the negotiation process. No later than October 15, the District shall furnish the Association with the placement of all unit members on the salary schedules as of October 1.

ARTICLE 7. ASSOCIATION RIGHTS

1 7.1 The Association and its authorized representative shall have access to reasonable use
2 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 established
6 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 the
16 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 made
19 by a building administrator or designees.

20 (d) The President of the Association shall be 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 no
24 later than November 15 of each academic year. An update of the above mentioned
25 information will also be provided no later than March 30. Such information shall not be
26 provided against the wishes of the unit member or if the current information is
27 unavailable to the District.
28

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 board
3 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, the
8 District shall provide the Association with fifty (50) copies of the contract and associated
9 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 and
13 subject to approval by the Board of Education. The President and Vice President or
14 President-Elect shall each be granted a full time teaching partner. The teaching partner
15 assigned shall be the teacher of record. The officer, when not on official Association
16 business, shall be available to assist other teachers as mutually determined by the
17 officer, the Principal, and the teachers at that site. The assistance shall be within the
18 normal scope of the unit members' responsibilities. Upon completion of their term(s) of
19 office, the officer will be returned to the same grade-level, school, subject and track
20 assignment as occupied before becoming an officer if such assignment does not conflict
21 with contractual transfer policy. Authorized Association representatives shall receive
22 release time with no loss of pay or other benefits to perform official Association or
23 representational business which cannot be scheduled at another time. The total
24 combined amount of release time for all representatives shall be limited to twenty (20)
25 days per year with no more than five (5) of these days to be used by any one bargaining
26 unit member. An additional twenty (20) total combined days per year for all

ARTICLE 7. ASSOCIATION RIGHTS

representatives may be used providing the association pays substitute salary. No more than five (5) of these days shall be used by one bargaining unit member. These days shall not be used for strikes, work stoppages, work slowdowns, or other concerted activities. The Association shall notify the unit members, immediate supervisor and Human Resources prior to the use of paid release time. Except in case of emergency, such notice shall be given on the previous.

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

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

7.12 Association Committee Funding

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

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

ARTICLE 7. ASSOCIATION RIGHTS

1 (c) Any Association member shall have thirty (30) days between May 15 and June
2 15, on an annual basis, to notify the Association in writing to their objection to
3 supporting any of the funds referenced above. If such notification does not take
4 place, an automatic monthly deduction shall commence.

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

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

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

31 7.13 The Association shall be entitled to one hour of time at the beginning of the first day of
32 the new teacher in-service time to meet with new unit members. If a mid-year hiring
33 exceeds thirty-five (35) new unit members, the Association will be entitled to meet the
34 new unit members for one (1) hour if the district holds a district in-service day.

35 7.14 No Faculty meeting shall extend beyond the workday on days of a regular scheduled
36 Representative Council meeting. The Association shall provide the District a calendar
37 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, and
3 participate in lawful activities of employee organizations and the equal alternative
4 right of employees to refuse to form, join, and participate in employee organizations.
5 Neither party shall exert pressure upon nor discriminate against an employee in the
6 exercise of these alternative rights. Accordingly, membership in the Association shall
7 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 8.7
11 below.

12 **8.2 Payroll Deduction**

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

ARTICLE 8. PROFESSIONAL DUES AND FEES

1 the regular salary check each month. Deductions for unit members who sign such
2 authorization after commencement of the school year shall be appropriately prorated
3 to complete the payment by the end of the school year. With respect to all sums
4 deducted by the District pursuant to authorization of the unit member for unified
5 Association dues, initiation fees and general assessments, the District agrees
6 promptly to remit such monies to the Association along with an alphabetical list of
7 unit members for whom such deductions have been made and any changes that may
8 have occurred since the previous list.

9 **8.3 Maintenance of Membership**

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

17 **8.4 Agency Fee (Fair Share)**

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

ARTICLE 8. PROFESSIONAL DUES AND FEES

- 1 (a) A bargaining unit member who does not fall within the exempted category as set
2 forth in Section 8.7 below, and who has not voluntarily made application for
3 membership in the Association within thirty (30) days following the date upon
4 which said employee has been formally hired by the District as a bargaining unit
5 member, must as a condition of continued employment in the District as a
6 bargaining unit member, pay to the Association a representation fee in the
7 amount allowed by Government Code Section 3546, payable to the Association
8 in one lump sum cash payment in the same manner as required for payment of
9 membership dues, provided, however, that the unit member may authorize
10 payroll deduction for such fee in the same manner as required for the payment
11 of membership dues. There shall be no charge to the Association for such
12 mandatory agency fee deductions. Representation fees shall be for repre-
13 sentation services necessarily performed by the Association in conformance with
14 its legally imposed duty of fair representation on behalf of said unit member who
15 is not a member of the Association.

- 16
- 17 (b) In the event that a unit member does not become a member of the Association
18 or pay such fee directly to the Association, the District shall begin automatic
19 payroll deduction in the same manner as set forth in Section 2 of this Article and
20 pursuant to Education Code Section 45061.
- 21
- 22 (c) Prior to the beginning of such automatic payroll deduction, the Association will
23 certify to the District in writing that:
24
 - 25 (1) the employee whose pay is to be affected by the deduction has:
26 a. refused to join the Association;
27 b. refused to tender the amount of the service fee as defined herein;
28 and
29 c. not applied for an exemption under Section 8.7 herein; and
 - 30 (2) the Association is complying with current Public Employment Relations
31 Board Requirements.
- 32
- 33 (d) The written certification in (c) above shall be a condition precedent to any
34 collection of the service fee by the office.
- 35
- 36 (e) The District and Association agree to furnish any information needed by the
37 other to fulfill the provisions of this Article.
- 38
- 39

ARTICLE 8. PROFESSIONAL DUES AND FEES

8.5 Dispute Over Amount of Service Fee

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

8.6 Annual Verification of Service Fee by Association

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

8.7 Unit Members Exempted From Obligation to Pay Service Fee

- (a) Any unit member shall be exempt from the requirements of a service fee as a condition of employment if such unit member is a member of a bona fide religious body whose traditional tenets of teachings include objections to joining or financially supporting employee organizations as defined by Section 3540.1(d) of the Government Code.
- (b) Such exempt member shall, as an alternative to payment of a service fee to the Association, pay an amount equivalent to the representation fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
 - (1) Corona-Norco Teachers Association Scholarship Fund
 - (2) Two more funds to be proposed by the Association
- (c) As a condition of a continuous exemption from the provisions of this Article, the unit member shall provide proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body specified in 8.7(a) above on an annual basis to the District and Association. Proof of payment shall be in the form of receipt and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in kind services or benefits may be received by the unit member in exchange for this cash contribution. The Association shall have the right of inspection in order to review said proof of payment.
- (d) Any unit member making payments as set forth in this section (charity contribution), and who requests that the grievance or arbitration provisions of this Agreement be used in her/his behalf, shall be responsible for paying to the Association the reasonable cost of pursuing said grievance and arbitration procedures.

ARTICLE 8. PROFESSIONAL DUES AND FEES

8.8 District Obligations

The District's obligations under this Article are:

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

2) deduct from pay appropriate amounts pursuant to this Article.

Under no circumstances shall the District be required to dismiss or otherwise discipline any unit member for failure to fulfill their obligations to pay the fees established herein.

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

ARTICLE 8. PROFESSIONAL DUES AND FEES

1 brought against the District or Association because of such action shall or shall not be
2 compromised, resisted, defended, tried, or appealed. The Association's decision
3 thereon shall be final and binding upon all parties protected by this Article. This Article
4 shall not be construed as a waiver on the part of the District, Board, or any individual
5 protected by this Article of any claim against the Association for failing to act in good
6 faith in settling a claim or any failure to competently defend and hold them harmless.

7 Within ten (10) days of proper service of a claim, demand, suit, or other legal action
8 against any protected party, the District shall inform the Association and provide the
9 Association with copies of any documents received as a result of the legal action. Upon
10 request, the District shall provide the Association's legal counsel with documents and
11 information reasonably related to providing a defense.

ARTICLE 9. MISCELLANEOUS PROVISIONS

1 9.1 If any provisions of the Agreement or any application thereof to any unit member is held
2 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 all
4 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 impartial
10 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 members responsibilities of reporting child abuse and materials on how
14 to recognize child abuse.

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

21 9.8 At a disciplinary conference, a unit member will be given the opportunity for a
22 representative if the conference could result in materials that could be placed in the unit
23 members personnel file

ARTICLE 9. MISCELLANEOUS PROVISIONS

1 9.9 Before any non-evaluation derogatory material can be placed in the bargaining unit
2 member's personnel file, a meeting between the bargaining unit member and the
3 administrator shall take place to discuss the material to be placed in the file.

4 9.10 In the event the bargaining unit member and the administrator cannot agree on the
5 accuracy of the non-evaluation derogatory material, a management designee from the
6 Human Resources office at the District Office shall meet upon written request by the
7 bargaining unit member to make a final decision as to the placement of the material.
8 The Decision of the management designee, Human Resources, as to whether material
9 will be included in the file, is final.

10 9.11 (a) Any written citizen or parent complaint about a unit member or their instructional
11 program which may affect the unit member's evaluation or status within the District shall
12 be reported within five (5) working days of the complaint or charge.

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

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

15 (d) Anonymous complaints, and charges or complaints which are withdrawn or
16 shown to be false shall not affect the unit member's evaluation or status within
17 the District and all documentation of such charges or complaints shall be purged
18 from the unit member's file.

19 9.12 Unit Member Discipline shall be based on the principles of Due Process and Just Cause
20 and shall be progressive in nature.

21 9.13 Steps of Progressive Discipline Prior to Dismissal

22 1. Verbal warning and/or directive. The administrator will make note of this for their
23 records.

24 2. Conference with the unit member's immediate supervisor (or their management
25 level designee) including a Summary of Conference to be kept by the Principal in
26 a secure place at site. The Summary of Conference shall be kept by the Principal

ARTICLE 9. MISCELLANEOUS PROVISIONS

1 for no longer than two years from the date of the Summary of Conference, and
2 then it shall be destroyed.

3 3. Conference including a report/charge in the District Personnel File (as
4 determined by District management).

5 4. Further discipline may include additional written documents, paid and unpaid
6 leave, district provided remediation, other District interventions, and/or dismissal.

7 9.14 At the end of each certified payroll period, the District shall forward to the Association by
8 separate checks, unit members' designated contributions in up to ten (10) categories as
9 established by the Association. The Association will pay the District \$200 per year for
10 the performance of this service.

11 9.15 As a minimum, each unit member shall be provided with specifically designated storage
12 space. Traveling classroom teachers shall be provided with secure storage space in
13 each assignment classroom when such storage space is available. If the unit members'
14 classroom is to be used during summer school, adult education, or college classes, the
15 storage space shall be made reasonably secure.

16 9.16 Taking into consideration space utilization at each site, to the extent practicable itinerant
17 support staff will be provided an area at each work site, consistent with their work
18 requirements, to complete their duties.

19 9.17 The Parties seek to educate young people in the democratic tradition, to inspire
20 meaningful awareness of and respect for the Constitution and the Bill of Rights, to instill
21 appreciation of the value of individual personality and to foster recognition of the
22 individual freedom and social responsibility. It is recognized that these democratic
23 values can best be transmitted in an atmosphere which is conducive to inquiry and
24 learning and in which academic freedom for teacher and student is encouraged.

ARTICLE 9. MISCELLANEOUS PROVISIONS

1 In accordance with approved State and District curriculum guidelines, academic freedom
2 shall be guaranteed to teachers and they shall be encouraged to study, investigate,
3 present and interpret objectively facts and ideas concerning man, society, and physical
4 and biological work, and other branches of learning subject to established courses of
5 study.

- 6 9.18 (a) To the extent possible, all classroom visitations shall be scheduled in advance
7 through the site administrator.
- 8 (b) Classroom visitations shall be scheduled to minimize disruptions to the
9 classroom activities whenever possible, taking into account the needs of the
10 school, the teacher, the parent, and the students, per Board Policy No. 1210.
- 11 (c) Whenever a teacher reasonably believes that a classroom visitation has been
12 unduly disruptive, or in any other ways is in violation of Education Code Sections
13 44810 or 44811, the teacher shall report the disruption to the site administrator,
14 who shall investigate the matter and take appropriate action.

15 9.19 All unit members shall utilize the District adopted computer generated report cards and
16 are expected to utilize the District adopted electronic grade book. At the high school
17 level, report cards will be issued on a semester basis.

- 18 9.20 On a monthly basis, one substitute will be available at each site for class coverage so
19 that unit members can participate in IEPs or SSTs during student hours.
- 20 (a) Ten (10) substitute days per year will be provided for IEP meetings at each site.
- 21 (b) Five (5) substitute days per year will be provided for SST meetings at each
22 elementary site.
- 23 (c) Each elementary school site shall be provided the equivalent of five (5) one-half
24 day substitutes per year per SDC class required for IEP meetings.

ARTICLE 10. HOURS OF EMPLOYMENT

1 10.1 For the purposes of this section, the term %classroom teachers+shall mean the following
2 classification of unit members:

- 3 Classroom Teacher
- 4 Gifted and Talented 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 Teacher of Physically Handicapped
- 14 Teacher of Severely Handicapped
- 15 Teacher on Special Assignment
- 16 Temporary Teacher
- 17 Traveling Teacher

18
19 For the purpose of this section, the term %support personnel+shall mean all remaining
20 classifications of unit members in section 2.1, with the exception of Regular Probationary or
21 Permanent Adult Education Teachers.

22 10.2 Unit Member Professional Day . The normal workday for each unit member shall begin ten (10)
23 minutes before and ten (10) minutes after the instructional day unless required to be longer to
24 complete all duties required by this Collective Bargaining Agreement (CBA or %Contract+). Such
25 duties include, but are not limited to, duty before and after school, required parent teacher
26 conferences/SST/IEP meetings, and up to two (2) sixty (60) minute staff meetings per month,
27 which may be used for staff development. The workday shall include a continuous uninterrupted
28 duty-free lunch 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 or recess
30 duty to have the opportunity to go to the restroom. The classroom teacher workday for a
31 traditional daily intermediate and high school schedule shall include a conference/preparation
32 period of not less than forty-five (45) continuous minutes in duration. The Classroom teacher
33 workday for block schedules at intermediate and high schools shall include a
34 conference/preparation period of not less than ninety (90) continuous minutes over a two (2) day
35 period. Parent conferences will not be scheduled during conference/preparation periods without

ARTICLE 10. HOURS OF EMPLOYMENT

1 prior approval of the affected teacher, unless the teacher is given forty-eight (48) hours advance
2 notice.

3 (a) Elementary school sites do not have a conference/preparation period. All parent
4 conferences are to be scheduled by the unit members at site in accordance with District
5 policy.

6 (b) At intermediate and high school sites, all conference/preparation periods are to be spent
7 at a District site.

8 (c) Use of conference/preparation periods for in-service or staff training shall be by mutual
9 permission of both unit members and the District.

10 (d) At sites with later starting times, the administration and unit members may collaboratively
11 opt for some or all meetings to take place before the start of school.

12 (e) Each site may set aside one consistent day each week when no after-school meeting will
13 be scheduled. This allows unit members to make routine appointments without concern
14 that a called meeting will force its cancellation.

15 (f) No site staff meetings will be held on days when regularly scheduled CNTA
16 Representative Council meetings are held.

17 (g) The workday shall also include a period of time, up to ninety (90) minutes in length, once
18 per week on a shortened instructional day for collaborative planning.

19 (h) Itinerant staff and elementary Support Staff are not required to attend Professional
20 Collaborative Time (PCT) meetings, but shall remain on campus during that time.

21 (i) Special Education Teachers (SDC and RSP) are allowed to miss one (1) PCT meeting
22 per month for IEP preparation agreed upon with the site administrator. IEP meetings
23 shall not take place at this time. Unit members who must travel between school sites
24 during lunch hours shall be given sufficient time to ensure that they will also have a
25 continuous uninterrupted duty-free lunch period of thirty (30) minutes minimum duration.

26 (j) Using 2013-14 as the base year, individual schools may only increase their current
27 instructional minutes with permission from both the District and the Association.

ARTICLE 10. HOURS OF EMPLOYMENT

1 (k) It is the responsibility of unit members to be prepared for the instructional and/or other
2 classification specific responsibilities.

3 10.3 A unit members immediate supervisor shall have the authority to grant release time in cases of
4 individual emergencies with no reduction in unit members wages or other benefits. Differences
5 in application of this section shall not be subject to grievance procedure, except as to consistent
6 application by an individual supervisor. Release time shall be granted for a teacher to attend the
7 funeral of a student who was enrolled in the class of the teacher at the time of the students
8 death.

9 10.4 Unit members may be required to spend additional time at the work site for work-related tasks,
10 subject to the following instructions:

11 (a) Unit members may be required to attend a minimum of two (2) open house/back-to-
12 school nights per year. There shall be no staff meetings on open house/back-to-school
13 nights. Attendance at all other parent-teacher organization meetings is voluntary.
14 Attendance at the graduation ceremony is required.

15 (b) Unit members may be required to attend extra-curricular activities (studentsq
16 social/athletic events) only if after a reasonable attempt to solicit volunteers, sufficient
17 volunteers are not available. Any such assignments shall be made on an equitable basis.
18 For the purposes of this article, a volunteer is a unit member who requests to perform
19 services at a specific function, and whose performance has prior authorization of the unit
20 membersq supervisor.

21 (c) When IEP meetings extend more than sixty (60) minutes past the conclusion of the
22 teacher workday, classroom teachers may elect to be compensated at the curriculum
23 development rate for additional time spent, in thirty (30) minute increments. The total
24 expenditure under this section (and 26.10) shall not exceed \$100,000 District-wide.

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

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

29
30 10.5 The workday for Adult Education Teachers shall be as mutually agreed by the District and the unit
31 member. No unit members shall be required to teach adult education classes.

32 10.6 Unit membersqinput shall be solicited and considered prior to the establishment of the specific
33 daily schedule and the non-teaching duty plan and schedule, including number of duties, location
34 and duration at each school or work location. At elementary sites, consideration will be given to

ARTICLE 10. HOURS OF EMPLOYMENT

1 staff input regarding the number of duties for each staff member to pay. To the extent
2 practicable, duty schedules will be reasonable and equitable.

3 10.7 The work year for Librarians and Nurses shall be one hundred ninety-one (191) workdays, unless
4 otherwise agreed by the District and the unit member. The work year for Child Welfare and
5 Attendance Counselors; Language, Speech, and Hearing Specialists; Student Advisors;
6 Counselors; and Athletic Directors shall be one hundred ninety-six (196) workdays, unless
7 otherwise agreed by the District and the unit member. The work year for Teacher(s) of Adaptive
8 Physical Education (APE), Aurally Handicapped (AH), Visually Handicapped (VH), and
9 Orientation and Mobility Specialist shall be one hundred ninety-six (196) days. The work year for
10 Psychologists and Director of Student Activities shall be two hundred one (201) workdays, unless
11 otherwise agreed by the District and the unit member. The work year for Year-Round Multi-Track
12 Resource Specialist positions shall be two hundred five (205) days. The District will determine
13 the number of two hundred five (205) Resource Specialist positions available based on staffing
14 needs. Openings for Resource Specialists shall be posted and filled as either one hundred eight-
15 five (185) day work year positions or two hundred five (205) day work year positions.

16
17 The work year for the Special Education Program Specialist shall be two hundred twelve (212)
18 days unless otherwise agreed to by the District and the unit member. The work year for Regular
19 Probationary or Permanent Adult Education Teachers and Temporary Teachers shall be mutually
20 agreed by the District and the unit member. The work year of all other unit members shall be one
21 hundred eighty-five (185) days unless otherwise agreed by the District and unit member. The
22 work year for non-support personnel unit members who have not been employed by the District in
23 the past in other than a substitute position and who are place on Class A, Steps 1-3 and Class B,
24 Step 1 shall be one hundred ninety (190) days or an equivalent number of hours agreed by the
25 District and the unit member. All other new non-support personnel unit members shall work one
26 hundred eighty-six (186) days. The per diem rate for these members shall be based on one
27 hundred eighty-five (185) days of service. In assignment of the number of days in the work year

ARTICLE 10. HOURS OF EMPLOYMENT

1 for each unit member, the unit members' immediate supervisor shall give priority to the unit
2 members' preferences whenever possible.

3 10.8 Specific workdays shall be determined by the appropriate calendar and the unit members'
4 supervisor. In the assignment of the specific workdays for each unit member, the unit members'
5 immediate supervisor shall give priority to the unit members' preferences whenever possible.

6 The calendar of workdays for unit members shall be as specified in the appendix. All unit
7 members shall have at least ten (10) calendar days prior notice of returning to work after summer
8 vacation.

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

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

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

20 10.12 Any high school undergoing a full WASC accreditation will have the option of customizing their
21 student schedule to incorporate up to five (5) student minimum days. Any high school
22 undergoing a mid-term (three-year) WASC accreditation review following a full, six (6) year
23 accreditation may, upon request, customize their student schedule to incorporate up to three (3)
24 student minimum days. The instructional minutes of the remaining days will be increased to
25 make up any student time lost as a result of the aforementioned minimum days. The School Site
26 Council will work with the principal to determine the number of days and the schedule of minimum

ARTICLE 10. HOURS OF EMPLOYMENT

1 days. Such schedule will be submitted to the Deputy Superintendent no later than March 1st of
2 the year preceding the review.

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 immediate
2 hazard to life or limb or which is contrary to the requirements for safe working conditions as
3 established under the California Occupational Safety and Health Act of 1973 (CAL/OSHA).
4 Enforcement and rule-making authority is lodged with the Department of Industrial Relations. The
5 Division of Industrial Safety has jurisdiction over inspection and the enforcement of standards;
6 therefore, any disputes arising relating to safety conditions may be processed through the
7 Department of Industrial Relations and grievances may be appealed up to Level Two of the
8 grievance procedure. Copies of safety reports from this and any other government agency shall
9 be promptly forwarded to the Association.

10 11.2 The District shall take reasonable action to identify and eliminate unsafe working conditions and
11 activities.

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

20 (b) Whenever the District receives a report on a suspected condition which may be a threat
21 to the health and safety of any bargaining unit member, such complete report shall be
22 given to the affected employee and to the association within ten (10) working days of
23 receipt of the report.
24
25

26 11.3 Should a unit member feel that a student assigned to the unit member's classroom has a
27 contagious disease or infestation, the unit member shall immediately send the student to the site
28 level administrator. It shall be the site level administrator's responsibility to get the student to a
29 school nurse. Until the nurse has determined that the student does have a contagious disease or
30 infestation, the student shall not be allowed back in the classroom.

31 **11.4 Specialized Health Care Procedures**

32 Among bargaining unit members only qualified nurses shall be required to provide and conduct
33 necessary medical procedures (such as clean intermittent catheterization, injections, suction,
34 gavage feeding, and drainage). Unit members, other than qualified school nurses, shall not be
35 required to perform any medical procedure on a student. Unit members may be required to

ARTICLE 11. UNIT MEMBER SAFETY

1 attend training on said procedures in order to respond in an emergency situation. Such training
2 shall be during the unit member's duty day or the unit member shall receive compensation at the
3 curriculum preparation and in-service planning hourly rate for training taken during non-duty time.

4 11.5 Should a unit member be attacked, assaulted, or menaced by any person in the course of
5 employment, the unit member shall report the incident orally and in writing to the immediate
6 supervisor who shall report the incident to the police. The District shall comply with any
7 reasonable request from the unit member for information in its possession relating to the incident
8 or the persons involved when legally permissible.

9 11.6 A unit member may suspend, for good cause, as defined in statute, any pupil from the unit
10 member's class for the day of the suspension and the day following. The unit member shall
11 immediately report the suspension to the site administrator orally and in writing and send the pupil
12 to the site administrator for the appropriate action. As soon as possible, the unit member shall
13 ask the parent or guardian of the pupil to attend parent-teacher conference regarding the
14 suspension. A school administrator shall attend the conference if the unit member or the parent
15 or guardian so requests. The pupil shall not be returned to the class from which he/she was
16 suspended during the period of suspension without the concurrence of the unit member and the
17 site administrator.

18 11.7 A pupil suspended from a class shall not be placed in another regular class during the period of
19 suspension.

20 11.8 The District shall take the following action to provide a healthy work environment for all unit
21 members.

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

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

27
28 11.9 Each site will form a safe-school committee comprised of the principal or their designee and three
29 (3) Association staff members elected by the certified staff at their site. Each safe-school
30 committee shall be formed and meet no later than the thirtieth (30th) workday at each site. School

ARTICLE 11. UNIT MEMBER SAFETY

1 traffic concerns shall be included in the safety issues to be considered by the safe-school
2 committee. If requested by the safe-school committee, the District will provide the resources of
3 the supervisor of student safety.

4 11.10 Bargaining unit members shall not be directed to direct traffic on the public streets.

5 11.11 When school break-ins occur, unit members shall be reimbursed for the loss or damage to
6 personal property up to a maximum of \$100.00 per unit member. The District responsibility for
7 reimbursement shall not exceed \$10,000.00 per school year.

8 11.12 Indoor Air Quality: A stakeholder committee will be established by Mach 31, 2009. A Program will
9 be designed by May 15, 2009 and a written proposal will be made to the Bargaining Team for
10 review no later than June 1, 2009 unless a later date is agreed by 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 exceed the
13 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 flexibility with
16 regard to class size. Beginning on the 6th school day the District shall provide classroom
17 support in the form of a certified substitute until the class size is within the stated contract
18 maximums. The classroom teacher may decline District offered support. The District,
19 however, is not required to offer any other form of assistance or compensation.
- 20 The Parties agree that the stated maximums are not optimum and that every effort will be made
21 to keep class sizes below the maximum allowed. No classroom teachers shall be required to
22 accept more than the stated maximum number of students.
- 23 12.2 The District shall maintain the size of an elementary traditionally graded combination class at two
24 (2) students less than the above maximums except upon written approval of the classroom
25 teacher to exceed this maximum.
- 26 12.3 The District shall continue to staff schools according to the following ratios:
- 27 (a) 33.5 students to one classroom teacher: K-6
- 28 (b) 30.5 students to one classroom teacher: 7-8
- 29 (c) 30.0 students to one classroom teacher: 9-12
- 30 12.4 The District agrees to perform information upon request to the Association which will enable the
31 Association to review the above provisions.

ARTICLE 13. LEAVES

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

3 13.2 Absences for Illness or Accident (Sick Leave)

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

7 (1) .045 day per full workday of service;

8 (2) .054 day of leave per less-than-full day of service;

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

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

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

34 (d) At any time, the district may require a physician's statement of the nature of the illness
35 and the fitness of the unit member to return to work. The physician's fee and the
36 expenses of any necessary tests or examinations required by this subsection (d) shall be
37 paid by the District. The District reserves the right to designate the physician. Those
38 fees and expenses required by subsection (c) shall be borne by the unit member.

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

ARTICLE 13. LEAVES

- 1 (f) The provisions of this section shall also apply due to quarantine by order of any
2 authorized health officer in the State of California, not arising out of or in the course of
3 employment.
- 4 (g) An absent unit member's request for a particular substitute shall be honored whenever
5 possible. Unit members shall make requests for substitutes to the Human Resources
6 Division, and shall not make substitute arrangements themselves.
- 7 (h) Accrued fully-paid sick leave entitlement shall be reduced on a pro-rated basis for less
8 than full-day absences in increments of one-seventh (1/7) day.
- 9 (i) Unit members may donate as many of their personal sick leave days, beyond a base of
10 ten (10) personal sick days, as they wish to immediate family members who are certified
11 employees of the District. The definition of immediate family member in this section is
12 found in Paragraph 13.4, **Bereavement Leave**.
- 13 (j) During the first twenty (20) days of the first semester and the first ten (10) days of the
14 second semester, the District will make every effort to provide substitute support for high
15 school counselors from the first day of absence.

16 13.3 **Pregnancy Related Disability**

- 17 (a) Female unit members covered by this Agreement shall be entitled to utilize paid leave
18 upon presentation of verification from the employee's treating physician stating:
- 19 (1) The nature of the disability;
- 20 (2) The expected duration of the disability; and
- 21 (3) When the employee is free to return to her regular duties without restriction.
- 22 (b) The unit member may serve until such time as it is decided by a physician that she is
23 unable to perform the services required in her particular position.
- 24 (c) No later than the end of the sixth (6th) month of pregnancy, the unit member is required to
25 provide Human Resources with a statement from her physician indicating her expected
26 date of disability and a prognosis of her ability to perform her contractual duties. She is
27 required to serve until such time as illness or childbirth requires her absence, or identified
28 by her physician.
- 29 (d) Prior to the time the unit member is scheduled to return to her regular duties, she will
30 provide Human Resources with a letter from her physician stating that she is free to
31 return to her regular duties without restriction.
- 32 (e) Up to four consecutive weeks of accrued sick leave may be reclassified as adoptive leave
33 and used for the purpose of receiving and caring for a newly adoptive child who has not
34 yet entered first grade. This benefit will not be subject to the difference due provisions of
35 this Article. Such leave is only available for a formal, legal adoption and the unit member
36 must provide the District with proof of such qualifications.
- 37 (f) At the end of pregnancy or adoptive leave, the unit member may request an unpaid leave
38 for the remainder of the work year. If the unit member returns during the same work
39 year, her current assignment will be held for her.

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

7 **13.4 Bereavement Leave**

8 When death occurs in the immediate family of any certified unit member on regular contract, the
9 unit member shall be entitled to five (5) days paid leave of absence for bereavement. The
10 Superintendent may authorize a longer period of bereavement leave with full salary
11 compensation, not to exceed five (5) additional days. Members of the immediate family as used
12 in this section means the spouse, registered domestic partner and their equivalent family
13 members, so, daughter, son-in-law, daughter-in-law, mother, father, grandmother, grandfather,
14 grandchild, brother, sister, brother-in-law, sister-in-law of the unit member or of the spouse or of
15 the children of the unit member, or any other family member or established member of the
16 immediate household of the unit member as determined by the Deputy Superintendent, Human
17 Resources. When a verified pregnancy results in miscarriage that results in a memorial service,
18 the employee experiencing a miscarriage shall be entitled to no more than five (5) days of
19 bereavement leave. A %child+means a biological, foster, or adopted child, stepchild, a legal ward,
20 or a child of a person standing in loco parentis. A %parent+means a biological, foster, or adoptive
21 parent, a step parent, or a legal guardian.

22 **13.5 Military Leave of Absence**

23 (a) The Board of education shall grant a leave of absence to all certified unit members on a
24 regular contract, for the duration of military service, subject only to the presentation of
25 satisfactory evidence of physical and mental fitness to serve the District on return from
26 military service. Such absence shall not affect in any way the classification of a
27 probationary unit member as a permanent unit member by the District.

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

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

36 **13.6 Absence Due to Quarantine**

37 Any unit member unavoidably absent from duty under the quarantine arising out of the course of
38 their employment and by order of any authorized health officer in the State of California, shall be
39 paid their regular salary in full for the period of absence.
40

41 **13.7 Exchange Teaching Leave**

42 Upon the recommendation of the Superintendent, and with the written authorization of the Board
43 of Education, unit members may serve as exchange teachers in foreign countries. During the
44 period of such exchange, the Corona-Norco Unified School District will pay the working salary of
45 its unit members. It is expected that the salary of the exchange teacher working during this

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1 period in the Corona-Norco Unified School District will be paid by the District of origin of said
2 exchange teacher.

3
4 **13.8 Personal Necessity Leave**

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

8 (a) Death of a member of the immediate family, as defined in Article 13.4. (This would be in
9 addition to Bereavement Leave)

10 (b) Accident involving the unit member's person or property or the person or property of a
11 member of their immediate family, as defined above, of such an emergency nature that
12 the immediate presence of the unit member is required during their workday.

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

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

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

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

23 (g) Parenthood: When a unit member's child is born.

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

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

33 (2) Funeral of a very close friend or family member not covered by Article 13.4.

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

35 (4) Marriage of members of the immediate family

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

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

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

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

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

9 (1) Comprehensive college exams.

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

11
12 Payment for such absence shall be made only upon certification by the unit member &
13 supervisor that the absence was due to a situation designated as a personal emergency
14 within the meaning of this section. Should a leave be declared non-pay, the Human
15 Resources Division will be notified by the Supervisor.

16 **13.9 Industrial Accident or Illness Leave**

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

19 (a) The accident or illness must have arisen out of and in the course of employment of the
20 unit members and must be accepted as a bona fide injury or illness arising out of and in
21 the course of employment by the Worker's Compensation Appeals Board.

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

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

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

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

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

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

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

38 (i) Any unit member receiving benefits as a result of these rules and regulations shall, during
39 the period of injury or illness, remain within the State of California unless the Governing
40 Board authorizes travel outside the State.

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1 (j) Upon termination of the industrial accident or illness leave, the unit member shall be
2 entitled to the benefits provided for sick leave and the unit member's absence for such
3 purposes shall be deemed to have commenced on the date of termination of the
4 industrial accident or illness leave, provided that if the unit member continues to receive
5 temporary disability indemnity, they may elect to take as much of their accumulated sick
6 leave which when added to the unit member's temporary disability indemnity, will result in
7 payment to the unit member of not more than their full salary.

8 (k) Unit members utilizing industrial leave provisions must comply with procedures
9 established by the District and use District authorized physicians unless an accepted
10 form to use their personal physician is on file in the Business Services Office prior to the
11 injury. If a unit member fails to use a District authorized physician for an industrial injury,
12 he/she may be liable for any expense incurred as well as having the claim rejected.

13 (l) Only absences specifically authorized by a physician's statement will be accepted as
14 industrial leave.

15 (m) When released by a physician to return to work after an industrial leave, the unit member
16 must obtain a physician's statement to that effect. Such release will be submitted to the
17 Human Resources Division.

18 **13.10 Jury Duty**

19 (a) Leaves of absence will be granted to certified unit members regularly called for jury duty
20 or subpoenaed as a witness in the manner provided by law. When such leave is granted,
21 the unit member is entitled to their regular salary less any fees received.

22 (b) Proof of service shall be presented to the Superintendent, if so requested, upon return to
23 duty.

24 **13.11 Unpaid Leave of Absence**

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

29 (a) Illness in the immediate family

30 (b) Peace Corps and Vista

31 (c) Accepting a new child into the family by birth or legal adoption

32 (d) Other circumstances which require the unit member's absence from work.

33 **13.12 Educational Leaves**

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

35 (a) Leaves shall be granted either for one semester (one-half year) or for one (1) full work
36 year.
37

38 (b) Any unit member on such leave shall be enrolled in a full-time day program at an
39 accredited college or university.

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1 (c) Such leaves may also be granted for educational travel provided the employee receives
2 District approval of the itinerary and the District verifies that the travel is directly related to
3 the employee's assignment.

4 (d) The program in which the unit member is enrolled shall be directly related to the unit
5 member's teaching assignment.

6 (e) Any unit member granted such leave shall guarantee that such unit member shall work
7 for the District a minimum of two (2) years following completion of such leave.

8 The determination of specific unit members granted such leave shall be completely within the
9 discretion of the District.

10 **13.13 Miscellaneous**

11 (a) Unless otherwise provided in this Article, a unit member on a paid leave of absence shall
12 be entitled to return to the same position which the unit member held immediately before
13 commencement of the leave. If such position has been eliminated or if such position has
14 been filled by another regular unit member whose position has been eliminated, a unit
15 member returning from leave shall be reinstated in the same job classification as defined
16 in Article 2 and the District shall make every good faith attempt to place the unit member
17 in the same grade level as defined in Article 14.1.

18 (b) Unless otherwise provided in this Article, a unit member on a paid leave of absence shall
19 be entitled to receive credit for annual salary increments provided during said leave; and
20 receive during said leave all other unit member fringe benefits, to the extent not expressly
21 prohibited by law.

22 (c) The fringe benefit program of a unit member on an unpaid leave of absence shall be
23 maintained at the unit member's option and expense.

24 **13.14 Misuse of Leave**

25 A unit member may take a leave of absence only under the provisions specified in this section.
26 Should a unit member be absent for reasons other than those specified, without permission of the
27 unit member's immediate supervisor, such unit member shall not be paid for the period of
28 absence. Leaves of absence shall not be used for strikes, walkouts, or other conditions related to
29 employment dissatisfaction.

30 **13.15 Disability Leave**

31 A member of the unit who has applied for disability allowance under STRS shall be granted an
32 unpaid leave of absence of up to twelve (12) months. If the application has not been acted upon,
33 and following proof of processing, if necessary, the additional twelve (12) month of unpaid leave
34 of absence may be granted. Any unit member who has been granted disability leave shall be
35 carried as a District employee for a period up to thirty-nine (39) months.
36
37

38 **13.16 Catastrophic Leave Bank**

39 (a) **Definition**

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

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(b) Eligibility

- (1) All permanent unit members on active duty with the district are eligible to contribute to the Catastrophic Leave Bank.
- (2) **Participation is voluntary**, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- (3) The contribution, on the appropriate form, will be authorized by the unit member and continued from year-to-year until canceled by the unit member.
- (4) Cancellation of membership in the Bank occurs automatically whenever a unit member with more than ten (10) days of remaining sick leave fails to make his/her assessment contribution as per the above paragraph. The unit member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member effects cancellation.
- (5) Leave from the Bank may not be used for illness or disability which qualifies the unit member for WorkersqCompensation leave, and his/her own paid leave.
- (6) When the unit member may reasonably be presumed to be eligible for disability retirement under STRS or if applicable, Social Security, he/she may be requested to apply for such retirement. Failure of the unit member to submit a complete application, including medical information provided by the applicantsq own physician, within twenty (20) workdays will disqualify the unit member from further Sick Leave Bank payments.
- (7) Unit members joining the Sick Leave Bank during open enrollment shall become members of the Bank on the first day of their paid service the following school year. Two of their initial ten (10) days of personal sick leave shall be donated to the Sick Leave Bank on the first day of their membership.
- (8) The District will transfer the balance of days from the administrator bank to the CNTA bank for those who served as an administrator and subsequently became a member of the CNTA.

(c) Establishment of the Bank

- (1) A unit member may donate to the Sick Leave Bank, so long as the minimum number of accumulated sick leave days available from the prior yearsq accumulations in the unit membersq account does not fall below ten (10) days.
- (2) The donation of sick leave by the unit member shall be irrevocable. The Unit member shall file a %Certified Sick Leave Bank Deposit Form+with the Payroll Office. A donation to the Sick Leave Bank shall be a general donation from prior yearsqaccumulations, and shall not be considered a donation to a specific unit member for his/her exclusive use.
- (3) The use of this Catastrophic Sick Leave Bank shall only be available to those eligible bargaining unit members who have made a donation of one sick leave day to join the Bank and one day as an annual contribution to the Bank prior to their request and have continued participation under 13.16(b).

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- 1 (4) An additional day of contribution will be required of all participants if the number
2 of days in the Bank falls below 25% of the number of bargaining unit members.
3 Catastrophic Leave Bank unit member participants who are drawing from the
4 Bank at the time of the assessment will not be required to contribute to remain
5 eligible to draw from the Bank. If a Catastrophic Leave Bank unit member
6 participant has ten (10) or fewer days sick leave at the time of the assessment,
7 he/she need not contribute the additional day at this time to remain a participant
8 in the Catastrophic Leave Bank, however, the unit member will be assessed the
9 additional day at the commencement of the next work year.
- 10 (5) If the number of days in the Bank at the beginning of a school year exceeds
11 1,000 days, no contribution shall be required of current members of the
12 Catastrophic Leave Bank. Those unit members joining the Catastrophic Leave
13 Bank for the first time shall be required to contribute one (1) sick day for
14 membership and required to contribute one day as an annual contribution.
15 Those unit members returning from leave who are currently members of the
16 Catastrophic Leave Bank, and who did not contribute at the start of the year,
17 shall be required to contribute one (1) day to the Bank.
- 18 (6) Following initial enrollment, bargaining unit members may join the Sick Leave
19 Bank during the annual open enrollment periods (June 1 . June 30) only.
- 20 (d) **Withdrawal from the Bank**
- 21 (1) A Unit member wishing to use this Sick Leave Bank shall submit a %Certified Sick
22 Leave Bank Request for Withdrawal Form.+This form shall be submitted to the
23 Corona-Norco Teachers Association office. The request shall clearly state the
24 details of the catastrophe and the amount of sick leave requested. Appropriate
25 written verification of the catastrophic illness or injury must be included with the
26 request. The unit member should be prepared to provide additional
27 documentation on the nature and severity of the illness or injury, if requested. A
28 Sick Leave Bank Committee shall consider the request of the unit member.
- 29 (2) The unit member to receive donated sick leave must have exhausted all fully
30 paid leave and be in a true catastrophic condition.
- 31 (3) A unit member who has exhausted sick leave but still has differential leave
32 available is eligible for withdrawal from the Bank. Use of the Sick Leave Bank
33 benefit is allowable only as a supplement to such differential leave. The District
34 shall pay the unit member full pay and the Bank shall be charged on a pro-rata
35 basis.
- 36 (4) The maximum number of duty days allowed to be utilized by one unit member for
37 a single catastrophic injury/illness shall not exceed forty (40) work days. A unit
38 member may request a specific number of days on a %Certified Sick Leave Bank
39 Request for Withdrawal Form+obtainable at the Corona-Norco Teachers
40 Association office. The unit member may request up to an addition forty (40)
41 days should the condition continue by filing an additional request for
42 consideration by the Committee.
- 43 (5) Any days approved that are unused by the unit member shall be returned to the
44 Catastrophic Sick Leave Bank.
- 45 (6) If a unit member uses a day from the Sick Leave Bank, pay for that day shall be
46 the same rate the unit member would have received had the unit member worked

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1 that day. No distinction shall be made as to the differing pay rates of the donors
2 or recipients.

3 (7) If the Catastrophic Leave Bank does not have sufficient days to fund a
4 withdrawal request, the Committee is under no obligation to provide days and the
5 District is under no obligation to pay the participant any funds whatsoever. If the
6 Committee denies a request for withdrawal, or an extension of withdrawal,
7 because of insufficient days to fund the request, they shall notify the participant,
8 in writing, of the reason for the denial.

9 (e) **Administration of the Bank**

10 (1) The Catastrophic Leave Bank Committee shall have the responsibility of
11 maintaining the informal records of the Catastrophic Leave Bank, receiving
12 withdrawal requests, verifying the validity of requests, approving or denying the
13 request, and communicating its decisions, in writing, to the participants and to the
14 District. Formal records are maintained by the District's Business Office. Such
15 formal records include the deduction of sick days and pay to eligible parties.
16 During November of each year, the Payroll Office shall provide the Association a
17 statement outlining the number of days available in the Bank as of November 1
18 of that year and the number of days used in the previous fiscal year.

19 (2) The Committee's authority shall be limited to the administration of the Bank. The
20 Committee shall approve all properly submitted requests complying with the
21 terms of this Article. Withdrawals may not be denied on the basis of type of
22 illness or disability.

23 (3) Catastrophic Leave Bank shall be administered by a four (4) member
24 Catastrophic Leave Bank Committee, two (2) members appointed by the
25 President of the Association and two (2) members appointed by the Deputy
26 Superintendent, Human Resources.

27 (4) The Committee may grant, reject, or partially grant a request. Any rejection of a
28 request may be appealed to the President of the Association, or designee, and
29 the District Superintendent, or designee, for final action and decision. The
30 timelines for filing an appeal shall be twenty (20) workdays following receipt of
31 the decision of the Committee.

32 (5) Applications shall be reviewed and decisions of the Committee reported to the
33 applicant, in writing, within ten (10) workdays of the receipt of the application.

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

37 (f) **Appeal**

38 Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal
39 is not renewed or terminated may, within twenty (20) workdays of denial, appeal, in
40 writing, to the President of the Association, or his/her designee, and the District
41 Superintendent, or his/her designee. These parties shall hold a hearing within twenty
42 (20) workdays of the hearing. The Parties shall issue a confidential written decision
43 within ten (10) workdays following the hearing. If the participant's incapacitation does not
44 allow participation in this appeal process, the participant's agent or member of the family
45 may process the appeal.

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- 1 (g) **Hold Harmless**
- 2 (1) The Association agrees that it will not file, on its own behalf or on the behalf of
- 3 any unit member, any grievance, claim, or lawsuit of any kind related to any
- 4 attempt by a unit member to retrieve donated sick leave used by another unit
- 5 member pursuant to this provision. The Association also agrees that it will not
- 6 file, on its own behalf or on behalf of any unit member, any grievance, claim, or
- 7 lawsuit of any kind which attempts to challenge in any way the legal enforcement
- 8 of this provision.

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

- 11 (h) **Review Process and Termination of Bank**
- 12 (1) At the end of two years, the parties will meet to review the experience history of
- 13 the Catastrophic Leave Bank and determine the feasibility of the continuing the
- 14 program. If it is determined to discontinue the program, all remaining sick leave
- 15 days in the Bank will be distributed equitably to the then current members of the
- 16 bank.

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

19 **13.17 Family Care and Medical Leave Act**

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

ARTICLE 14. TRANSFER POLICY

14.1 Definitions

- (a) Assignment: Assignment refers to a site, grade level (elementary only), and department (secondary only). Unit members working at one site are considered assigned to that site. Unit members working at more than one site (excluding those with work stations at the District Office) shall designate one site as their assigned site
- (b) Site: Sites are either individual schools or the District Office.
- (c) Transfer: Transfer is the change of a unit member from one site to another or from one job classification to another. Transfers may be voluntary (unit member initiated), involuntary (District initiated), or by displacement.
- (d) Displacement: Displacements are District initiated reassignments and transfers necessitated by shifting enrollment within the District or school sites, or loss of state, federal or grant funding, resulting in the loss or gain of one or more positions at a site or within a grade level. Displacements may be voluntary [as defined in 14.1(c)] or involuntary [as defined in 14.1(d)]. District displacement decisions are made prior to transfers. Site displacement decisions are made prior to reassignments.
- (e) Vacancy: A vacancy is an assignment at a given District site, which is not filled by a reassignment at that site, by a returnee from a paid leave of absence, or by a District initiated transfer. The determination of whether or not a vacancy exists is within the sole discretion of the District.
- (f) Seniority: For purposes of this Article, seniority dates from the first paid day of service with a contract of 75% or more of a school year.

14.2 Voluntary Reassignment Procedures

- (a) Reassignment opportunities shall be posted on a specially designated bulletin board at each site (or designated website) as they occur. Postings shall include the grade, track, beginning date, required credential(s) and other legal requirements, teaching experience in specific subject/grade levels for the vacancy, and application process.
- (b) Reassignments shall not be arbitrary or capricious.
- (c) At the unit member's request, prior to the reassignment being made, a conference shall be held between the District and the unit member outlining the specific reasons for the reassignment. A unit member may have a representative at the conference. A written rationale shall be provided to the unit member upon their request.

14.3 Voluntary Transfer Procedures

- (a) Notices of all vacancies which occur in any of the job classifications listed in Article 2 shall be posted on a specially designated bulletin board at each site (or designated website) as they occur. Postings shall include the grade, track, beginning date,

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1 required credential(s) and other legal requirements, teaching experience in
2 specific subject/grade levels for the vacancy, and application process.

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

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

8 **14.4 Displacement Procedures**

9 (a) In the event that displacement reassignments are required, the District will follow these
10 steps:

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

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

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

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

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

24 (b) In the event that displacement transfers are required, the District will follow these
25 following steps:

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

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

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

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

35 (c) Displaced unit members transferred or reassigned shall be granted two days of bankable
36 release time to relocate. In the event that an involuntary displacement results in a grade
37 change at the elementary level, the unit member will be provided up to \$1000 approved

ARTICLE 14. TRANSFER POLICY

1 by the District for grade and site plan appropriate supplies. Approval of these supplies
2 shall not be arbitrary or capricious.

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

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

8 **14.5 Involuntary Transfer and Reassignment Procedures**

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

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

13 (c) The identified unit member must be given an opportunity of no less than forty-five (45)
14 student days to address and correct the listed educational needs of the District with the
15 site administrator. If requested by the identified unit member, a coach, approved by the
16 District and the Association, shall be provided. The coach shall not give reports to
17 anyone other than the identified unit member unless requested in writing by the identified
18 unit member (except as required by law).

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

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

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

30 (g) Involuntary reassignments and transfers shall not be for disciplinary reasons, except as
31 provided in Article 14.9(b).

32 **14.6 Timelines**

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

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

ARTICLE 14. TRANSFER POLICY

- 1 (c) Displacements may take place at any time according to the needs of the District, in
2 accordance with Article 14.4. Displacements take precedence over transfers and
3 reassignments.
- 4 (d) Within two (2) weeks of the beginning of each school year, the District may fill vacancies
5 with temporary staff as permitted by law.
- 6 (e) Beginning each school year, the unit members may request individual notification via the
7 unit member's District email address or transfer vacancies at a specific site or sites.
8 Requests are to be made year to year and expire at the end of each school year.
- 9 (f) Each elementary unit member shall receive a tentative notification from their principal of
10 possible displacement from the school site for the subsequent school year no later than
11 April 15.

14.7 Year-Round Schools

- 13 (a) Grade and track assignments at year-round schools are separate assignments and are
14 each subject to Paragraphs 14.2 and 14.4a of the CBA.
- 15 (b) Unit members who have children attending schools in the District will have priority to
16 enroll their children at the same site and/or on the same track as the unit member,
17 subject to available space.
- 18 (c) Unit members who are married or registered domestic partners shall have the option of
19 being placed on the same track, subject to available space
- 20 (d) For the purposes of this section only, tracks A and B shall be deemed equivalent to a
21 traditional schedule.

14.8 New School Openings

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

14.9 General Provisions

- 29 (a) Should a unit member be denied a transfer or reassignment, they may submit, within ten
30 (10) student days of the denial, a written request for the reasons of the denial to Human
31 Resources. The District shall respond in writing within ten (10) student days.
- 32 (b) The District reserves the right to make involuntary transfers for reasons of legal liability or
33 action, in which case Article 14.5 shall not apply.
- 34 (c) Site administrators may elect to notify unit members of reassignment opportunities
35 personally, by telephone or by electronic means.

ARTICLE 14. TRANSFER POLICY

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(d) The creation or dissolution of a shared contract may require a reassignment or transfer of a unit member, at the sole discretion of the District. In such cases, the provisions of Article 14.2 through 14.7 shall not apply. Refer to Article 31 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 MEETS STANDARDS, 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. (Examples are specified under each sub-standard).

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

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

15.1 The District shall use this 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 three (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 agreed upon by both the unit 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 year of the unit
2 member in which evaluation is to take place, the evaluator and the unit member shall meet in
3 order to agree mutually upon the elements of the evaluation. Conditions such as class size,
4 intellectual abilities of the learners, availability of support personnel, and the learning environment
5 provided, shall be considered in determining whether the unit member has met the unit member's
6 objectives. In the event that the evaluator and the unit member fail to agree on one or more of
7 the elements of the evaluation, the unit member may attach a written statement of the unit
8 member's objections and request that the designee of the Superintendent meet with the evaluator
9 and the unit member.

10 15.5 During the course of the evaluation period, mitigating circumstances may arise which require
11 modification of the elements of evaluation. The necessity for review of the evaluation elements
12 shall be determined by the unit member being evaluated or the unit member's immediate
13 supervisor, and the determination of the new evaluation elements shall be arrived at in
14 accordance with subsection 15.4 of this Agreement with the waiver of time limitations

15 15.6 Each evaluation of a tenured member shall be based upon at least one observation lasting a
16 minimum of thirty (30) minutes. Each evaluation of a probationary member shall be based upon
17 at least one observation lasting a minimum of thirty (30) minutes and two (2) additional
18 observations lasting a minimum of fifteen (15) minutes. These observations may be scheduled or
19 unscheduled. Upon request of the unit member, a follow-up conference between the unit
20 member and the evaluator shall be held. Any unit member who receives an overall performance
21 rating that does not **Meet Standards** evaluation shall, upon written request, be entitled to a
22 subsequent observation and written evaluation by an evaluator of the unit member~~s~~ choosing
23 from a list of four (4) administrators provided by the Superintendent~~s~~ designee.

24 15.7 The unit member~~s~~ evaluator shall take affirmative action to assist and encourage the correction
25 of any cited deficiencies. Such action shall include specific recommendations, and may include
26 release time for the unit member to visit and observe similar classes in other schools. Upon
27 request of the unit member, a representative of the District shall demonstrate in the actual work

ARTICLE 15. CERTIFICATED UNIT MEMBER EVALUATION PROCEDURES

environment the corrective techniques that are proposed. A unit member shall not be held accountable for any cited deficiencies which the unit member has no authority to correct.

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

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

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

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

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

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

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

ARTICLE 15. CERTIFICATED UNIT MEMBER EVALUATION PROCEDURES

- 1 15.12 The unit member may request that complimentary materials relating to such unit member's
2 professional activities be placed in said unit member's personnel file.
- 3 15.13 A unit member shall have the right to designate a witness at a conference dealing with a negative
4 evaluation.
- 5 15.14 Those unit members identified in Article 2.1 as RS, APE, AH, CH, H&H, LH, OMS, PH, SH, and
6 VH who receive an overall performance rating on the evaluation that does not **Meet Standards**
7 may, upon the unit member's request, receive an additional evaluation subject to availability of
8 the District program supervisor.
- 9 15.15 The evaluator shall not solicit student evaluation of unit member performance during classroom
10 observations.
- 11 15.16 The content of the evaluations are not subject to the grievance procedure.
- 12 15.17 The evaluation documents shall be reviewed annually by a committee comprised of no more than
13 four (4) CNTA appointees and no more than four (4) District appointees.

ARTICLE 16. SALARIES

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

7 16.3 Upon request by the affected unit member, salary payments for services in addition to the
8 unit member's regular assignment shall be made by separate check as soon as practicable
9 after the service has been performed.

10 16.4 A unit member shall be credited one step of advancement on the Basic Work Year Salary
11 Schedule in effect at the time for each year of certificated experience prior to employment by
12 the District to the maximum of ten (10) years.

13 16.5 Continued step advancement on the salary schedule shall be at the rate of one step for each
14 year of employment in the District. A unit member who is employed for at least 75% of the
15 work year shall be given credit for that yearsqexperience for step advancement. Unit
16 members working less than 75% of the work year shall have advancement on the salary
17 schedule prorated appropriately. Accumulation of service credit is eliminated by a break in
18 contracted service.

19 16.6 A unit member shall be placed in the appropriate class of the Basic Work Year Salary
20 Schedule upon verification of the specific class. In order to be accepted for class
21 advancement, course work must be completed after the date which the degree is granted.

22 16.7 Official grade cards, official transcripts, or a letter signed by the registrar of an accredited
23 college or university on letterhead with the official stamp or seal showing evidence of
24 sufficient course credit, shall be submitted to Human Resources and acted upon by the Board
25 of Education at its next regular meeting. Accredited college or university means those
26 accredited by associations which are members of the American Council on Education and/or
27 the California Commission on Teacher Credentialing. Reassignment to a higher classification
28 shall become effective at the beginning of the next pay period following approval by the

ARTICLE 16. SALARIES

1 Board. All units taken for course credit shall be upper division or graduate credits, unless
2 approval has been granted prior to enrollment by the Deputy Superintendent, Human
3 Resources. In order for course credits to be acceptable for class advancement, they must be
4 from an approved institution and must meet one of the following requirements:

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

8 16.8 For the purpose of class placement, quarter units shall be converted to semester units by
9 multiplying the quarter units by two-thirds (2/3).

10 16.9 Notwithstanding the provisions of Article 16.8 above, continuing education hours required of a
11 school nurse for renewal of a license by the California Board of Registered Nurses shall be
12 accepted for salary advancement course credit at the rate of one semester unit per fifteen
13 (15) hours.

14 16.10 The District shall provide each unit member with an annual statement of the number of units
15 that the District has on file for such unit member.

16 16.11 The hourly rate of pay for Home Teaching and Adult Education shall be specified in the Adult
17 Education and Home Teaching Hourly Rate Schedule in the Appendix.

18 16.12 The hourly rate of pay for curriculum preparation and in-service planning shall be as specified
19 in the Appendix.

20 16.13 A secondary teacher who is assigned one or more teaching periods in addition to those
21 scheduled in the standard seven and one-half (7-1/2) hour workday shall be paid under
22 separate contract at a daily rate of one-seventh (1/7) of the unit member's per diem
23 placement on the Basic Work Year Salary Schedule in effect at the time for each such extra
24 period.

25 16.14 Pro-rated per diem compensation, as specified in Section 16.2, shall be provided all unit
26 members who work other than the standard seven and one-half (7-1/2) hour workday, except
27 as otherwise provided in this Agreement.

ARTICLE 16. SALARIES

1 16.15 The annual compensation for secondary department heads and team leaders shall be as
2 specified in the Secondary Department Head and Team Leader Pay Schedule in the
3 Appendix.

4 16.16 The extra pay amounts for extracurricular assignments shall be as specified in the
5 Extracurricular Pay Schedule in the Appendix.

6 16.17 The supplemental daily pay rate for support personnel shall be as tabulated in the
7 Supplemental Daily Pay Rate Schedule in the Appendix. The supplement shall be paid in
8 addition to the basic salary for each workday.

9 16.18 Notwithstanding the provisions of Article 2.2, if a new unit member job classification which is
10 not designated as management, confidential, or supervisory is established, the District shall
11 negotiate with the Association over the appropriate salary for that classification, which shall
12 be retroactive to the first day the position was filled.

13 16.19 Any dispute on wages/salaries shall be limited to one (1) year back from the date of any
14 grievance.

15 16.20 (a). Beginning January 1, 2014, the Certificated Basic Work Year Salary Schedule as well as
16 all compensation derived from it (stipends, extra-curricular pay, supplemental daily pay
17 rates, and any other hourly pay rates), shall be increased by three percent (3%) retro-
18 actively.

19 (b). Beginning July 1, 2014, the Certificated Basic Work Year Salary Schedule (as well as all
20 compensation derived from it (stipends, extra-curricular pay, supplemental daily pay
21 rates, and any other hourly pay rates), shall be increased by five percent (5%).

22
23 16.21 Both the Association and the District understand that economic conditions can be unpredictable
24 and recognize the need to be flexible in dealing with the uncertainties inherent in long-term
25 financial planning. The District must maintain a three (3) year balanced budget, and the
26 Association seeks to give assurance to its members that their jobs are secure.

27 16.22 **Contingencies**

28 Any net, ongoing, funded/underfunded adjustments to the Local Control Funding Formula (LCFF)
29 Base will trigger a mutual agreement reopener. For 2014-15, current projections are based on a
30 28.05% GAP funding.

31 16.23 Ongoing Negotiations

ARTICLE 16. SALARIES

1 Absent a mutually agreed alternative, beginning in 2015-16, unit members' salaries shall be
2 increased by the continuing net funding actually received for the LCFF Base, inclusive of K-3
3 CSR and 9-12 CTE; and exclusive of supplemental funding, except that the first one percent (1%)
4 shall be allocated toward providing steps and columns to the salary schedules and shall,
5 therefore, not apply to any increase. Any adjustments to fringe benefits shall be at the option of
6 the Association and shall be deducted from funds available under this formula. Supplemental
7 funding will be discussed as a separate item.

ARTICLE 17. UNIT MEMBER BENEFITS

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

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

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

Option 1: District will provide a fringe benefit amount to be used exclusively for the purchase of medical, dental, and vision insurance for the family. For the 2013-14 school year, the maximum contribution provided shall be:

- (a) Single party - \$5,500
- (b) Two party or employ plus child/children - \$6,250
- (c) Family - \$7420

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

Unit members choosing Option 2 at any future date have the opportunity to choose

Option 1. Unit members choosing Option 1 may not at any future date choose Option 2.

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

(b) The parties are committed to exploration of a possible restructure of the present fringe benefit package. The goal of this restructure will be to provide a level of service equal or superior to the present level at a lower cost to the bargaining unit member and/or District.

ARTICLE 17. UNIT MEMBER BENEFITS

1 17.5 In addition, all bargaining unit members will be covered by a \$45,000 life insurance
2 policy to be paid by the District at a cost not to exceed \$60 per year. Any cost in excess
3 of \$60 per year shall be paid by the employee.

4 17.6 A unit member who is absent on account of accident or illness and who has exhausted
5 the accumulated paid leaves shall continue to receive the annual fringe benefit
6 allowance for that period of absence due to accident or illness not to exceed twelve (12)
7 months from the date of initial illness.

8 17.7 A unit member on a Board-approved unpaid leave of absence shall be entitled to receive
9 approved fringe benefit programs for the period of the leave at the unit member's
10 expense.

11 17.8 The District shall continue to allow retired unit members to participate in the fringe
12 benefit program to the extent allowed by the contracting providers, at their own cost.
13 The District will contribute \$3,800 toward one (1) or two (2)-party medical and dental
14 insurance coverage for unit members who retire after September 30, 1990. One
15 hundred dollars (\$100) of this \$3,800 may be used for the purchase of a District offered
16 life insurance policy. Retirees must meet the following criteria:

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

21 This language will not eliminate from participation those employees who retired and qualified for
22 participation in the program between September 30, 1983, and September 30, 1995. Retired unit
23 members electing to participate in this program will retain eligibility until completion of the
24 insurance year during which the unit member reaches age sixty-five (65). In the event the retired
25 unit member is located in an area which the District-approved insurance companies do not serve,
26 the District shall provide this compensation toward one-party medical and dental insurance
27 coverage. When the unit member/retiree completes the year in which the retiree reaches age six-

ARTICLE 17. UNIT MEMBER BENEFITS

1 five (65), and the District contribution toward medical and dental insurance coverage ends, the
2 District shall continue to allow retired unit members to participate in group retiree medical and
3 dental plans under E.C. 7000-7008.

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

10
11 (b) Retirees or spouses electing to participate in this coverage will be required to pay
12 all premiums, dues, and other charges, including any increases in the rate of
13 premiums or dues for these persons, and all costs incurred by the District in
14 administering this coverage

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

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

26 17.9 A unit member who is employed pursuant to Article 19 of this Agreement shall receive
27 the annual fringe benefit allowance until retirement

28 17.10 All medical examinations and tests required for continuing employment or change of position shall
29 be paid for by the District. In the absence of prior positive reaction, tuberculosis tests may be
30 either intradermal or x-ray, at the unit member's option.

31 17.11 All bargaining unit members are eligible to participate in the District's Section 125 Plan effective
32 June 1, 1992.

33 17.12 Bargaining unit members new to the District, assigned to year-round school tracks and beginning
34 service no later than August 8, who do not have medical coverage for the months of August and
35 September from spouse or previous employer, shall be provided medical insurance for the initial
36 August and September, at no cost to the 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

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

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

ARTICLE 19. PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

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

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

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

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

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

ARTICLE 20. GRIEVANCE PROCEDURES

20.1 Definitions

- (a) A **grievance** is a claim by the Association or by one or more unit members that there has been a violation, misinterpretation or misapplication of a provision of this Agreement with the exception of the Relationship Compact.
- (b) A **grievant** may be any certificated unit member, group of unit members, or the Association filing a grievance, pursuant to 20.1(a).
- (c) A **party in interest** is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- (d) A **day** is a **workday** as defined in Article 3.3.

20.2 Procedure

- (a) **Level One:** The grievant may, within forty (40) days following knowledge of the act or condition when the affected employee, in the exercise of due diligence, knows or should have known of the act or omission which is the basis of the grievance, meet with the immediate supervisor, either directly or through the Association's representative, to discuss and informally resolve the grievance. If the grievant is not satisfied with the informal disposition of the grievance, the grievant may file the grievance in writing simultaneously with the immediate supervisor and the Association. The immediate Supervisor shall, within ten (10) days after receipt of the written grievance, meet with the grievant and/or the Association representative and shall deliver a written decision.
- (b) **Level Two:** If the grievant is not satisfied with the disposition of the grievance at Level One, the grievance may, within ten (10) days, be appealed to the Superintendent. The Superintendent, or designee, shall meet with the grievant and an Association representative within ten (10) days in an effort to resolve the grievance. The Superintendent, or designee, shall deliver the written decision to the grievant and the Association within ten (10) days after such meeting.
- (c) **Level Three:** In the event the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may, within ten (10) days following, submit a written request to the Association that the Association submit the grievance to advisory arbitration. The Association, by written notice to the Superintendent within ten (10) days after receipt of the grievant's request, may submit the grievance to the advisory arbitration. The parties shall submit to the California State Conciliation Service a written request for immediate services of a mediator. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process by providing a written response. The fees and expenses, if any, of the mediator shall be equally shared by the District and the Association. All other expenses, except for reasonable release time of the grievant and their representative, shall be borne by the party incurring them and neither party shall be responsible for the expense of the witnesses called by the other, except for release time as provided by the law.
- (1) At the outset of this process the mediator shall schedule and hold a conference at which time the parties to the grievance shall submit to the

ARTICLE 20. GRIEVANCE PROCEDURES

mediator copies of all documents completed in conformance with the requirements at each previous grievance step. In addition, the grievant shall submit to the mediator and the District a clear, concise written statement of the reasons for their appeal to the mediation process and the remedies sought.

- (2) If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties of the grievance shall sign a written statement to that effect and thus waive the right of either party to any further appeal of the grievance.
- (3) The District and the Association have agreed that this step (Mediation) may be waived by mutual written agreement of the District and the grievant. If no satisfactory settlement is reached within ten (10) teacher workdays following the receipt of the written response with the mediator, either party may appeal the grievance to the next step (Arbitration).
- (4) The written opinions and conclusions of the mediator are to be given serious consideration as an acceptable resolution to the dispute, but they may be rejected by either party by writing to the other stating the reasons for the rejection. In the event of rejection by either party, the parties agree the mediator's suggested resolution may not be offered as evidence in any subsequent arbitration.

(d) Level Four (Arbitration)

- (1) If a grievance is not resolved at Level Three, the grievant may request within ten (10) teacher workdays of the mediation response that the Association submit the grievance to arbitration. The Association shall notify the Superintendent, or designee, in writing within ten (10) teacher workdays after the receipt of the request from the grievant that the grievance has been submitted for arbitration. The Association has the discretion to reject any grievance from being submitted for arbitration. The arbitrator shall be mutually selected by the two parties within five (5) teacher workdays after such notice is given. If the two parties fail to reach agreement on the choice of an arbitrator within five (5) teacher workdays, the American Arbitration Association shall be requested to supply a list of five (5) names of people who are experienced in public school arbitration. Within five (5) teacher workdays after receipt of the list of names, each party will alternately strike from the list until only one name remains. The order of striking shall be determined by a flip of a coin. By mutual agreement between the parties expedited arbitration procedures may be used.
- (2) After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, in writing, to all parties their findings which shall be final and binding on the parties

ARTICLE 20. GRIEVANCE PROCEDURES

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

(4) Powers of the Arbitrator are subject to the following limitations:

a. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

b. The Arbitrator shall have no power to establish the structure of the salary schedule.

c. The Arbitrator shall have no power to change any practice, policy, or rule of the Board nor substitute their judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or action taken by the Board unless such practice, rule, or action directly relates to a provision of this Agreement.

d. The Arbitrator shall have no power to interpret State or Federal law unless such law is part of this Agreement.

e. The Arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.

f. The Arbitrator shall have no power to expand the scope of negotiations.

20.3 Governing Regulations

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

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

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

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

ARTICLE 20. GRIEVANCE PROCEDURES

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

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

- 11 (f) Time limits are defined as the day following the filing of the grievance, the reply
12 to the grievance, the holding of a conference, the receipt of a reply to a
13 conference, etc.

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

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

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

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

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

- 41 (l) No reprisals of any kind will be taken by the Superintendent or by any member or
42 representative of the administration or the District against any grievant, any party

ARTICLE 20. GRIEVANCE PROCEDURES

1 in interest, any representative of the Association or any other participant in the
2 grievance procedure by reason of such participation.

3 (m) Representation of the grievant at Levels One and Two of the grievance
4 procedure shall be, at the grievant's option, either personal or by a representative
5 selected by the Association. If a unit member is not represented by the
6 Association or its representative, the Association shall be provided with a copy of
7 the grievance and the proposed resolution and shall be given the opportunity to
8 file a response. The Association, upon written request of the grievant and the
9 approval of the Association's Executive Board, shall process the grievance at
10 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 a
4 District-supplied form.

5 (b) Any current unit member shall be considered a qualified applicant for a summer
6 school position and shall be given priority over all other applicants. Assignments
7 shall be limited to those applicants with appropriate grade level/subject area
8 credentials and experience within three (3) years. Priority shall be given to an
9 applicant who has not held a summer school or extended year position the
10 previous year and has not had an unsatisfactory evaluation or been placed on an
11 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 all
15 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 Salary
22 Schedule in effect at the time for each hour of assignment.

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 of
28 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 school/extended
30 year assignment.

31 **21.4 Hours of Employment**

32 The hours and days of employment for summer school/extended year assignments shall
33 be as mutually agreed between the unit member and the District
34

ARTICLE 21. SUMMER SCHOOL

1 **21.5 Exclusions**

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

4 **21.6** In the absence of previously approved summer school curriculum materials, with written
5 agreement between Human Resources and the unit member, a unit member will be
6 compensated for developing such curriculum material at the curriculum preparation and
7 in-service planning rate.

ARTICLE 22. PROFESSIONAL GROWTH

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

3 22.2 The District shall pay the fee required by the State of California Commission on Teacher
4 Credentialing for emergency credentialing when required for unit members to teach
5 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 are
3 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 year
5 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 and
15 within the same school year may request an exchange of teaching assignment days
16 with unit members on other tracks. A request for this exchange must be submitted to
17 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 training
24 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 limited
2 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 the
8 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 unit
14 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 have
22 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 serving
24 at schools with year-round schedules shall be provided the opportunity, whenever
25 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 Rate
5 for up to four hours.

ARTICLE 24. INTERMEDIATE SCHOOLS

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- 24.1 Each intermediate school bargaining unit member shall be guaranteed the conference/preparation time specified in Article 10.2.
- 24.2 Instructional minutes at the intermediate school level (grades 7 and 8) shall be reduced by fifteen (15) minutes per day from the 1988-89 level.
- 24.3 Whenever possible, duties before and after the student day shall be assigned in such a manner that entire families are available for family team meetings on some days during that time.
- 24.4 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.
- 24.5 Team member input shall be solicited and considered by the principal prior to the 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 the
2 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 IEP
2 identifies that the student will be placed in regular education programs for the entire
3 school day. The District shall provide in-service training to regular classroom teachers
4 prior to receiving a full inclusion student presenting special needs unfamiliar to the
5 teacher. This training shall occur prior to the student being placed into the classroom to
6 the extent practicable. Upon the request of either the regular classroom teacher or the
7 site administrator additional assistance and/or training shall be provided to the extent
8 appropriate and practicable.

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

11 26.3 The District and the Association shall jointly monitor caseloads to ensure reasonable
12 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 State
16 funding for, Special Education programs within the structural constraints of the program.

17 26.6 Prior to District submission of a request to the State Department of Education to waive a
18 Resource Specialist Program case load maximum, the Resource Specialist shall be
19 offered an opportunity to review the waiver application, and if they so choose, sign the
20 waiver application.

21 26.7 For the purposes of the voluntary and involuntary reassignment of Special Education
22 teachers to another Special Education position, Article 26.7 shall apply in lieu of Article
23 14.

24 (a) Voluntary reassignments

25 (1) Special Education teachers may request a voluntary change of work
26 location and/or assignment for an upcoming school year by submitting
27 such a request, in writing, to the Human Resources Division prior to

ARTICLE 26. SPECIAL EDUCATION

1 March 1 of any school year. Special Education teachers may include
2 written information in support of their qualifications for their requested
3 reassignment. Such requests for a voluntary reassignment shall remain
4 in effect until the first day of school at the bargaining unit member's
5 current school site

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

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

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

15 (b) Involuntary Reassignments

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

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

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

25 (3) Prior to beginning the new assignment, the Special Education teacher
26 may request a voluntary reassignment in accordance with Article
27 26.7(a)(1).

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

30 26.8 For the purpose of calculating case load maximum for Resource Specialists pursuant
31 to Education Code 56362 C, two hundred five (205) day work year Year-Round Multi-
32 Track Resource Specialists shall be considered a 1.111 full-time equivalent and the
33 caseload maximum shall be multiplied by this factor (1.111).

34 26.9 (a) When mainstreaming Special Day Class students in Grades K-6, students will be
35 assigned equitably amongst all classes, across tracks, at the appropriate grade
36 level.
37

ARTICLE 26. SPECIAL EDUCATION

1 (b) Regular Education teachers shall be invited to the IEP Team meeting when
2 mainstreaming into their class will be considered. Where existing IEPs
3 identifying mainstreaming are to be implemented, pre-planning and consultation
4 between the teachers and/or administrative staff will occur.
5

6 (c) When mainstreaming Special Day Class students, options to mitigate the impact
7 on class size will include, but not be limited to:
8

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

11 (2) Sharing Instructional Aides;

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

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

16 (d) Prior to the utilization of any of the above-stated mitigating options, every effort
17 will be made to avoid exceeding the stated contractual class size maximums.

18 26.10 Resource Specialist Program (RSP) Teachers and Special Day Class (SDC) Teachers
19 may submit time cards for up to ten hours (10) annually, in thirty (30) minute increments,
20 for after school IEP meetings only (at late start schools meetings may be before school).
21 Time begins thirty (30) minutes after the completion or before the start of the
22 professional day.

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 1. By February 15, 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 proposal
6 will not be subject to the grievance process. The innovation proposal will be processed
7 in such a manner so as to enable the ratification process to be completed by April 1.

8 27.2 The scope of proposals for innovations which impact the Collective Bargaining
9 Agreement are limited to Articles 9, 10, 12, 18, 22, 23, 24, 26, Appendix B, and the
10 calendar.

11 27.3 The written proposal must include:

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

20 27.4 Any innovation requested by a specific site must have staff approval consisting of a 75%
21 positive vote by secret ballot by the bargaining unit members at that site before
22 simultaneous presentation to the Association and the District. CNTA will prepare the
23 ballots and conduct the election.

24 27.5 The District and the Association shall meet to determine whether the proposal complies
25 with the Collective Bargaining Agreement, Board Policy, the Education Code, and/or

ARTICLE 27. EDUCATIONAL INNOVATIONS

1 past practice. When appropriate, the District and the Association will enter into a
2 Memorandum of Understanding and Agreement.

3 27.6 Either party may, at any point, notify the other of its intent to withdraw from this
4 Agreement. Said party will provide written notification to the other of its intent, allowing a
5 sixty (60) day waiting period. During this waiting period, the District and the Association
6 representatives will come together to attempt to identify and resolve differences. By
7 mutual agreement, the waiting period may be waived.

8 27.7 Approval of final language shall require a 75% vote by secret ballot of bargaining unit
9 members voting in the election provided that a majority of the bargaining unit members
10 at the affected site(s) participate in the election. CNTA will prepare the ballots and
11 conduct the election.

12 27.8 Any Agreement must be ratified by the Association and approved by the Board of
13 Education.

ARTICLE 28. SITE BASED DECISION MAKING

1 28.1 A study committee comprised of, but not limited to, the CNTA bargaining team and the
2 CNUSD bargaining team will meet to continue the discussions about the impact of Site
3 Based Decision Making on the overall education process. The intent of the parties is to
4 educate the impacted parties at all levels within the District about the potential impact of
5 Site Based Decision Making. Further, the parties agree to a February 14, 1999 tentative
6 deadline to simultaneously submit a report to the CNUSD Board of Education and the
7 CNTA Executive Board. This report shall serve as the basis for further negotiations
8 between the parties to consider Site Based Decision Making in the District.

ARTICLE 29. STAFF BUY-BACK DAY LANGUAGE

- 1 29.1 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 site.
4 Such activity(ies) shall be determined by each site. The hours and plans shall be in
5 compliance with state regulations ("staff development instructional methods, including
6 teaching strategies, classroom management and other training designed to improve
7 pupil performance, and academic content in the core curriculum areas"). The rate of pay
8 shall be the total dollars earned by the District less required payroll costs. Unit members
9 may participate in a single staff development activity over several days but must be
10 present for the equivalent of a full-time instructional work day. Participation in the staff
11 development buy-back days by unit members is voluntary.
- 12 29.2 District staff development buy-back day opportunities shall be published as available.
- 13 29.3 Unit members shall be invited to submit proposals for staff development buy-back day
14 activities which meet the above referenced state regulations. Such proposals shall be
15 submitted for consideration to the District each year.
- 16 29.4 All unit members who are presenters for staff development buy-back days will be
17 compensated utilizing the same formula. Payment for both participants and presenters
18 shall be made per state regulations.
- 19 29.5 Association Sponsored Staff Development Buy-Back Days
- 20 (a) Subject to District approval, staff development buy-back day in-service
21 activity(ies) may be offered by the Association if the activity meets the state
22 regulations referenced above. Rationale for rejection of any Association
23 proposal shall be provided in writing within ten (10) working days of receipt.
- 24 (b) If a unit member is a presenter at such in-service activities, they shall be
25 compensated at a rate equivalent to that of other unit members who are
26 presenters for the staff development buy-back day activities offered by the
27 District. If the presenter is an employee of CTA, the Association or participating
28 unit members shall assume the costs of the presenter's fee, if any.

ARTICLE 30. PEER ASSISTANCE AND REVIEW

1 30.1 **Purpose**

- 2 (a) The Peer Assistance and Review Program (~~PAR~~) allows exemplary teachers to
3 provide non-administrative assistance to permanent teachers in the areas of
4 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, and
9 still received a final unsatisfactory evaluation in any of the areas of subject matter
10 knowledge, teaching strategies, or teaching methods and instruction, shall be
11 referred for participation in PAR. Assistance shall be provided through consulting
12 teachers as described in Article 30.4(b). It shall not involve the participation of
13 the consulting teacher in the evaluation of the unit member required by the
14 Education Code and Article 15 of this agreement, except that the results of unit
15 member participation in the PAR program shall be made available to the
16 evaluator in the case of referred teachers.

17 30.2 **Definitions Used in This Article**

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

ARTICLE 30. PEER ASSISTANCE AND REVIEW

1 more of the areas of subject matter knowledge, teaching strategies or teaching
2 methods and instruction.

3 **30.3 Program Outline**

4
5 (a) For referred teachers, the outline of the program shall be as follows:

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

13
14 (2) Upon review by the Deputy Superintendent of Human Resources or their
15 designee, a teacher may be referred by the principal to PAR on an
16 emergency basis without participating in an improvement plan. The
17 teacher must have received an unsatisfactory regular evaluation.
18 Acceptance into the program shall be the decision of the Joint Panel.

19
20
21 (3) The principal, consulting teacher, and participating teacher will meet to
22 discuss the outlined areas of improvement and types of assistance to be
23 provided.

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

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

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

46
47 (7) The Governing Board retains final authority over all personnel decisions:
48 evaluations, the decision to commence with disciplinary proceedings for a

ARTICLE 30. PEER ASSISTANCE AND REVIEW

1 permanent teacher, the decision to release a probationary teacher or
2 dismissal.

3
4 (8) The principal shall be solely responsible for evaluating and making the
5 initial recommendations for improvement pursuant to the evaluation. The
6 consulting teacher shall assist the referred teacher in improving in the
7 areas identified by the principal through the regular evaluation and
8 performance improvement process.

9
10 (9) Before April 1 annually, the consulting teacher shall prepare a written
11 report summarizing the referred teacher's participation in the program. It
12 shall consist solely of (1) a description of the assistance offered/provided
13 to the referred teacher and (2) a description of the results of the
14 assistance in the targeted areas. This report shall be submitted to the
15 referred teacher, the principal, and the Joint Panel. The participating
16 teacher may also submit a report to the Joint Panel referencing the above
17 items.

18
19 (10) The results of the teacher's participation in the program shall be made
20 available as a part of the referred teacher's annual evaluation. The
21 evaluating principal shall have the discretion as to whether and how to
22 utilize such results in the annual evaluation. The principal's evaluation
23 shall not be based solely on the report from the consulting teacher.

24
25 (11) The assistance provided by the consulting teacher to the referred teacher
26 shall consist of at least twenty (20) hours of in-classroom support over the
27 course of the school year, in addition to other forms of assistance
28 provided.

29
30 (12) If the referred teacher receives an additional unsatisfactory evaluation in
31 any of the applicable areas from the principal despite the assistance of
32 the consulting teacher, the teacher shall be referred for continued
33 participation in PAR as long as the teacher has an unsatisfactory
34 evaluation in one or more of the applicable areas. The Governing Board
35 shall have the sole authority to determine whether the participating
36 teacher has been unable to demonstrate satisfactory improvement.

37
38 (13) The consulting teacher's summary report on the referred teacher's
39 participation in the program shall be made available to the evaluating
40 principal for possible placement in the participating teacher's personnel
41 file. If so desired, the participating teacher may request placement of this
42 report in their personnel file.

43
44 (14) No later than June 30, the Joint Panel will make an annual report to the
45 Governing Board and the Association regarding the program's impact,
46 improvements to be made and recommendations regarding program
47 participants.

ARTICLE 30. 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

5 (16) The participating teacher may at any time respond to the consulting
6 teacher's report submitted to the Joint Panel.
7

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

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

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

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

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

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

25 **30.4 Governance and Program Structure**

26 (a) Joint Panel

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

40 (2) The Joint Panel shall make all decisions through consensus in the area of
41 appointments, recommendations to the Governing Board, program plan

ARTICLE 30. PEER ASSISTANCE AND REVIEW

1 and recommended budget. In the absence of consensus, decisions will
2 be made by a majority vote. Four (4) of the five (5) panel members shall
3 constitute a quorum for purposes of meeting and conducting business.

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

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

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

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

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

27
28 b. Assign consulting teachers within thirty (30) calendar days after unit
29 member has been accepted into PAR.

30 c. Review consulting teacher reports on referred teachers by May 1.

31 d. Evaluate the effectiveness of the consulting teachers by May 1.

32 e. Provide training for all members of the Joint Panel and coordinate with
33 the District to provide training for consulting teachers and participating
34 teachers as determined by the Joint Panel.

35 f. Forward to Human Resources by June 15 all records of the program
36 to be filed separately from individual personnel records, except as
37 provided in this article.

38 g. Establish internal operations procedures and regulations necessary to
39 carry out requirements of the Education Code and this article.

ARTICLE 30. PEER ASSISTANCE AND REVIEW

1 h. Develop the consulting teacher application form, initial evaluation
2 forms, observation forms, and final report format for use by the
3 consulting teacher.

4 i. Remove consulting teachers who, due to illness, extended absence,
5 or other reasons, are unable to complete their assignment.
6 Replacement consulting teachers may be hired at any time.

7 (a) Consulting Teachers:

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

9 (a) Be a credentialed teacher with permanent status in the Corona-
10 Norco Unified School District with at least five (5) years of recent
11 classroom teaching experience who, during those five (5) years,
12 has had overall evaluations of satisfactory or better in all areas
13 evaluated

14 (b) Have demonstrated exemplary teaching ability as indicated by
15 effective communication skills, subject matter knowledge,
16 knowledge and commitment to District curricular goals and state
17 standards and mastery of a range of teaching strategies
18 necessary to meet student needs in different contexts.

19 (c) Have demonstrated an ability to work cooperatively and effectively
20 with other teachers and administrators, demonstrated effective
21 leadership skills and experience in working on school and District
22 committees.

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

35 (3) Full-time consulting teachers may provide assistance for up to twenty-two
36 (22) certificated bargaining unit members per school year. The Joint
37 Panel will assign each consulting teacher to assist no more than three (3)
38 PAR participating teachers in a school year. The remaining assignments
39 may be used to provide non-evaluative assistance through BTSA. Each
40 consulting teacher who is assigned one (1) PAR participating teacher will
41 be assigned no more than fifteen (15) BTSA teachers. Each consulting
42 teacher who is assigned two (2) PAR participating teachers will be
43 assigned no more than twelve (12) BTSA teachers. Each consulting

ARTICLE 30. PEER ASSISTANCE AND REVIEW

1 teacher who is assigned three (3) PAR participating teachers will be
2 assigned no more than nine (9) BTSA teachers. BTSA assignments will
3 be made by Curriculum and Instruction. All conditions of the BTSA grant
4 will be monitored and supervised by Curriculum and Instruction. No
5 documents will be placed in the personnel file by the consulting teacher in
6 regards to the BTSA assignments. A report on each consulting teacher's
7 involvement/participation in the BTSA program will be submitted by
8 Curriculum and Instruction to the Joint Panel for their review by April 1 on
9 an annual basis. The report form will be developed by the PAR panel.
10 PAR assignments will have priority over all other assignments.

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

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

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

25 (b) Consulting teachers shall provide assistance to participating teachers in the
26 areas of subject matter knowledge, teaching strategies, and teaching methods
27 including, but not limited to, the following activities:

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

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

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

35 (4) Recommending specific training in specified teaching techniques or in
36 designated subject matter as approved by the Joint Panel. When
37 appropriate, both the consulting teacher and the participating teacher will
38 attend the specific training session.

39 (5) Demonstrating good practice to the participating teacher.

40 (6) Recommending specific activities targeted to improve their teaching
41 strategies where improvement is desired.

ARTICLE 30. PEER ASSISTANCE AND REVIEW

1 (7) Maintaining appropriate records of each participating teacher's activities
2 and progress on forms designed by the Joint Panel.

3 (8) Providing monthly written updates on forms designed by the Joint Panel
4 to the referred teacher, the principal, and the Joint Panel concerning the
5 progress of the referred teacher in the areas targeted for improvement by
6 the principal. The written updates may be kept in the principal's
7 evaluation file until the final evaluation is completed for the year. The
8 Joint Panel will have access to the consulting teacher reports in the
9 secured separate personnel files maintained in Human Resources.

10 (c) Consulting teachers shall be returned to their regular assignment upon
11 completion of their term as a consulting teacher. Elementary teachers will be
12 returned to the same school, track, and approximate grade level. Secondary
13 teachers will be returned to the same school and subject areas. Consulting
14 teachers are eligible to apply for transfer at any time during their term as a
15 consulting teacher. Consulting teachers opting to return to the classroom prior to
16 continuing service into a possible second, third, or fourth year must notify the
17 Joint Panel prior to March 1. The fourth year will sunset on June 30, 2007 unless
18 renewed through negotiations.

19 **30.5 Status and Liability Protection of Unit Members**

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

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

27 (c) This article shall not be subject to the grievance procedure; however, all other
28 articles of the Collective Bargaining Agreement are still applicable.

29 **30.6 Records**

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

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

ARTICLE 31. SHARED CONTRACTS

1 31.1 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 of
3 shared-contract positions available will be determined by the number of positions
4 previously unfilled and those positions subject to reapplication.

5 31.2 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 available
8 for two (2) consecutive grade levels on the same track at the same site.

9 31.3 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 description.
11 Unit members must agree to share the contract for two (2) years or until an opening in
12 that job description occurs.

13 31.4 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 by
16 lottery.

17 31.5 The District will announce the availability of the shared contract positions on an annual
18 basis. Teachers interested in a shared-contract must complete the application/contract
19 available from the Human Resources office by the deadline announced in the flyer. The
20 application must include the team's plans for: work schedules, parent conferences, back-
21 to-school night, open house, adjunct/extra duties, in-service, issuing of grades, and the
22 signature of the principal/administrator who accepts the shared contract. If a
23 principal/administrator declines to sign the application, the applicants for the shared
24 contract position can appeal to the Deputy Superintendent, Human Resources or
25 designee.

26 31.6 Participation in the program requires:

ARTICLE 31. SHARED CONTRACTS

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

6 31.7 Unit members participating in shared-contract positions will receive:

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

12 31.8 Should either or both partners in the shared-contract decide, at any time, to terminate
13 this agreement, the teacher participant that originally held the position will maintain it. If
14 the position is new to each teacher participant, the teacher with the least District
15 seniority shall be placed in an available, appropriate teaching position at the discretion of
16 the District.

17 31.9 Should one (1) member of the team leave the position for any reason, the remaining
18 member will assume the full- time position immediately. Under no circumstances will a
19 new partner be added to an existing shared-contract.

20 31.10 At the time of acceptance into the shared-contract position the unit members will meet
21 with a designee from Human Resources to sign a contract acknowledging and agreeing
22 to the criteria set forth in this article.

23 31.11 If at the end of the two-year shared-contract, the teacher participants do not reapply or
24 are not accepted for an additional two-year participation, the unit members will be placed
25 in available positions at their site for which they are qualified in accordance with the
26 procedures outlined in the Collective Bargaining Agreement.

27 31.12 Should District cancel the program, the unit members will be placed in available
28 positions at their site for which they are qualified in accordance with the procedures
29 outlined in the Collective Bargaining Agreement.

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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.

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

Appendix B

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amount of any such bonus. Any such returning employee will not be eligible to receive the Retirement Bonus+a second time.

CORONA-NORCO UNIFIED SCHOOL DISTRICT

2014-15 CERTIFICATED BASIC WORK YEAR SALARY SCHEDULE

185 Work Days

Year	CLASS A		CLASS B		CLASS C		CLASS D	
1	57,176	309.06	57,178	309.07	58,947	318.63	62,165	336.03
2	57,565	311.16	59,085	319.38	61,793	334.02	65,161	352.22
3	58,009	313.56	61,151	330.55	64,647	349.44	68,154	368.40
4	59,813	323.31	63,873	345.26	67,510	364.92	71,144	384.56
5	62,259	336.54	66,587	359.93	70,364	380.35	74,143	400.77
6	64,815	350.35	69,300	374.59	73,751	398.65	77,658	419.77
7	67,368	364.15	72,017	389.28	76,605	414.08	80,646	435.92
8	69,923	377.96	74,730	403.95	79,460	429.51	83,646	452.14
9			77,447	418.63	82,310	444.92	86,640	468.32
10					86,860	469.51	89,637	484.52
11							94,466	510.63
16							96,343	520.77
20							97,818	528.75
25							103,780	560.97
30							106,892	577.79

- 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

2014-15 SUPPLEMENTAL DAILY PAY RATE SCHEDULE

<u>SUPPORT PERSONNEL CLASSIFICATION</u>	<u>DAILY SUPPLEMENT</u>	<u>WORK DAYS</u>
Program Specialist	\$32.18	212
Psychologist	\$32.18	201
High School Director of Student Activities	\$22.14	201
High School Director of Student Athletics (half-time)	\$11.06	196
Child Welfare and Attendance Counselor	\$16.03	196
Counselor	\$16.03	196
Language, Speech Pathologist	\$16.03	196
Orientation and Mobility Specialist	\$16.03	196
Student Advisor	\$16.03	196
Teacher of Adaptive Physical Education	\$16.03	196
Teacher of Aurally Handicapped	\$16.03	196
Teacher of Visually Handicapped	\$16.03	196
Librarian	\$16.03	191
Nurse	\$16.03	191

BOARD APPROVED 6/17/14

CORONA-NORCO UNIFIED SCHOOL DISTRICT

2014-15 LEAD PAY SCHEDULE

<u>PERIODS TAUGHT BY DEPARTMENT MEMBERS</u>		<u>SALARY</u>
INTERMEDIATE TEAM LEADERS/DEPT. HEADS*	HIGH SCHOOL DEPT. HEADS	
1 - 6	1 - 5	\$227.00
7 - 11	6 - 9	\$448.00
12 - 17	10 - 14	\$782.00
18 - 23	15 - 19	\$1,120.00
24 - 30	20 - 29	\$1,453.00
31 or more	30 - 39	\$1,778.00
	40 - 55	\$2,106.00
	56 - 70	\$2,421.00
	71 - 100	\$2,734.00
	101 or more	\$3,048.00

*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 \$1,120.00

HIGH SCHOOL TEAM LEADERS \$500.00

Maximum 20 per comprehensive high school, 10 for all others.

ELEMENTARY TEAM LEADERS \$420.00

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 6/17/14

CORONA-NORCO UNIFIED SCHOOL DISTRICT

2014-15 EXTRA CURRICULAR PAY SCHEDULE

<u>HIGH SCHOOL ATHLETICS</u>	<u>SALARY</u>
FOOTBALL	
Head Varsity	\$4,563
Assistants/Others	3,199
BASEBALL	
Head Varsity	3,436
Assistants/Others	2,579
BASKETBALL	
Head Varsity (Boys/Girls)	3,436
Assistants/Others	2,579
CROSS COUNTRY	
Head Varsity	3,436
Assistants/Others	2,579
SOCCER	
Head Varsity (Boys/Girls)	3,436
Assistants/Others	2,579
SOFTBALL	
Head Varsity	3,436
Assistants/Others	2,579
SWIMMING	
Head Varsity	3,436
Assistant/Other	2,579
TENNIS (Boys/Girls)	
Head Varsity	3,436
Assistant/Other	2,579
TRACK	
Head Varsity	3,436
Assistants/Others	2,579
VOLLEYBALL (Boys/Girls)	
Head Varsity	3,436
Assistant/Other	2,579
WATER POLO (Boys/Girls)	
Head Varsity	3,436
Assistant/Other	2,579
WRESTLING	
Head Varsity	3,436
Assistant	2,579
GOLF	2,579
PEP SQUAD	
Head	3,436
Assistant	2,579

HIGH SCHOOL C.I.F. PLAY-OFFS

Team competition - 10% of individual sport compensation per week.

Individual competitions - 10% of individual sport compensation per week/principal to designate number of coaches

Band Director and Pep Squad Advisor - 5% of individual activities compensation per week.

<u>HIGH SCHOOL ACTIVITIES</u>	<u>*SALARY</u>
BAND	\$3,863
BAND - Second position	2,316
CHORUS	3,863
YEARBOOK	3,863
DRAMA	2,579
FLAG/DRILL TEAM	2,579
FORENSICS	2,579
JOURNALISM	2,579
TV PRODUCTION	2,579
**ACADEMIC DECATHLON OR ODYSSEY OF THE MIND	1,289
**MOCK TRIAL	1,289
**MODEL UNITED NATIONS OR MATH FIELD DAY COORDINATOR	1,289
**HISTORY DAY COORDINATOR	1,289
**LANGUAGE ARTS (SPEECH/ REFLECTIONS) COORDINATOR	1,289
**SCIENCE FAIR COORDINATOR	1,289
**TWO ADDITIONAL COMP. ADVISORS	1,289
**ONE ADDITIONAL COMP. ADVISOR	656
DIVERSITY CAMP LEADER (Per Camp)	454

INTERMEDIATE/MIDDLE SCHOOL ACTIVITIES

BAND	2,579
INTRAMURAL ACTIVITIES	2,579
YEARBOOK	2,579
CHORUS	1,718
DRAMA	1,718
LEADERSHIP	1,718
GATE COORDINATOR	1,289
**HISTORY DAY COORDINATOR	1,289
**LANGUAGE ARTS (SPEECH/ REFLECTIONS) COORDINATOR	1,289
**MATH FIELD DAY COORDINATOR	1,289
**SCIENCE FAIR COORDINATOR	1,289
**SPELLING BEE COORDINATOR	427
**ONE ADDITIONAL COMP. ADVISOR	656

ELEMENTARY SCHOOL ACTIVITIES

**SCIENCE FAIR COORDINATOR	1,289
GATE COORDINATOR	1,289
**HISTORY DAY COORDINATOR	886
**MATH FIELD DAY COORDINATOR	886
**TRACK MEET COORDINATOR	820
**SPELLING BEE COORDINATOR	427
**ONE ADDITIONAL COMP. ADVISOR.....	656

**10% of compensation for each advancement to County, State or National competition.

EXPERIENCE INCREMENT

3 - 5 years	\$250 additional
6 - 8 years	\$506 additional
9 years or more.....	\$760 additional

.....
*Maximum amount determined by principal based on extent of activity.

CORONA-NORCO UNIFIED SCHOOL DISTRICT

2014-15 ADULT EDUCATION AND HOME TEACHER HOURLY RATE SCHEDULE

<u>STEP</u>	<u>SALARY</u>
1	\$40.07
2	\$41.44
3	\$42.81
4	\$44.25

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 \$20.63 per hour.

BOARD APPROVED 6/17/14

CORONA-NORCO UNIFIED SCHOOL DISTRICT

2014-15 MISCELLANEOUS EXTRA DUTY ASSIGNMENT SALARY SCHEDULE

- Curriculum Preparation and Inservice Planning - \$40.07/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.

BOARD APPROVED 6/17/14

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 Appendix A of the CBA:

1. Elementary school unit members shall not do duty before, during, or after school.
 - a. Duty is defined as the general supervision of students other than those to which the unit member is assigned as teacher of record (as in first grade class, kindergarten class, sixth grade class, etc.) or who are part of their caseload (as in LAS, Special Education, library or lab, band, etc.).
 - b. Duty assignments do not include the supervision of a unit member's own case load or class list on outings, special projects, or personal dismissals.
 - c. It is a unit member's responsibility to see their class to an appropriate dismissal area.
2. Stipends will be \$100 per month regardless of the number of days per month for each daily before school or after school duty.
 - a. Administration will be responsible for noon/playground (n/p) duty assignments.
 - b. The school safety committee will be responsible for scheduling all stipend producing duty assignments after the first month of school in the 2013-14 school year.
 - c. Stipend qualifying duties will be distributed on a rotating basis as equally as practical.
 - d. Disputes will be resolved by designees from Human Resources and CNTA.
3. On inclement weather days, teacher will supervise their own students during normally scheduled recess times.
 - a. An inclement weather day schedule will be developed for each site that designates how n/p supervisors will be utilized.
 - b. The inclement weather day schedule will provide for personal breaks for each unit member.
4. Administratively called emergencies may require Unit members to supervise their own students during normally scheduled recess times.
 - a. Absence of n/p supervisors does not constitute an emergency.
 - b. Emergencies may be called when there is a clear or perceived threat to students, staff, or visitors to the school campus.
 - i. Examples of possible emergencies: Earthquakes, unsupervised dogs or animals, potentially threatening individuals or groups on or near campus, and hazardous conditions.
5. Stipends will be offered first to teaching staff, then to existing site classified staff as extra duty, and then to n/p supervisors.

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

The CNUSD and the CNTA agree on the following items of mutual concern:

1. **Unit Member Evaluations:** The CNTA and CNUSD agree to meet at least annually to discuss all aspects of Unit Member Evaluation.
2. **Professional Collaboration Time (PCT):** The CNUSD and CNTA Negotiations Team will meet at least quarterly in order to fulfill the requirement outlined in the PCT Memorandum of Understanding (MOU) dated 4/18/14 in the Collective Bargaining Agreement (CBA). The MOU states ***“For the purpose of program improvement, CNTA and the District will collaboratively design and implement a comprehensive ongoing evaluation process to be reported to Education Services and CNTA by May 15th of each year”.***

Memorandum of Understanding (MOU) between the Corona-Norco Unified School District (CNUSD) and the Corona-Norco Teachers Association (CNTA)
April 18, 2014

Evaluation Pilot Program

This MOU is entered into by and between the Corona-Norco Unified School District and the Corona-Norco Teachers Association concerning Article 15 Certificated Unit Member Evaluation Procedures. A common interest for both CNUSD and CNTA is to study and develop a pilot program during the 2014-2015 school year for the purpose of: 1) improving instruction, 2) student achievement, 3) professional practice across the District via the use of multiple measures in the evaluation of teachers, and 4) a stipend for highly qualified teachers (i.e. National Board Certified, RCOE Teacher Leader Program, or other participating teacher from the District). This pilot program is strictly voluntary.

Additionally, the selection and involvement of National Board certified teachers, or teachers with similar equivalency training (to be determined by committee), is one of the major goals of the program. The intent of the pilot program is strictly to improve practice and it is expected that the program will commence during the 2015-2016 school calendar year.

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

- A) Selection of a pilot school(s).
- B) Providing a stipend at the end of the school year for those teachers in the program whose students' assessment scores indicate significant growth (TBD by Pilot Committee); thereby, teachers meeting professional goals.
- C) 50% of evaluation Standards will include the California Standards for the Teaching Profession (CSTPs);
- D) 25% comprised of teacher generated professional goals which are specific, measurable, achievable, relevant, and time bound (SMART goals); this includes utilizing the 35 day conference guidelines;
- E) The remaining 25% of the measures used in the pilot evaluation process will be developed by the committee; and
- F) Participating teachers in Pilot program will receive a stipend (decided by Pilot Committee).

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

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) 1 st grade | 32 |
| (c) 2 nd grade | 32 |
| (d) 3 rd grade | 32 |
| (e) 4 th grade | 34 |
| (f) 5 th grade | 34 |
| (g) 6 th grade | 34 |
| (h) 7th through 12 th | 42 (excluding Music, Typing, PE and Drama) |
| (i) Secondary Typing and PE | 55 |
| (j) Opportunity classes 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.

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 Understanding 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.

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

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

For purposes of Article 9.19, *“All unit members shall utilize the District adopted computer generated report cards and are expected to utilize the District adopted electronic gradebook,”* the following steps will be implemented:

- 1) Immediately after the ratification of the CBA for 2014-15 and throughout the 2014-15 school year, a committee of bargaining unit members, I.T. personnel, and District management will be convened for the purposes of:
 - a. Developing guidelines related to the utilization of the District adopted electronic gradebook
 - b. Problem solving implementation issues related to the utilization of the District adopted electronic gradebook
 - c. Communicating with stakeholders related to the utilization of the District adopted electronic gradebook
 - d. Develop a timeline and structure to review implementation progress and issues related to the implementation of the District adopted electronic gradebook.

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

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

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

This Memorandum of Understanding 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.

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 before the end of March, 2015. The purpose of the task force is

- (a) to identify special education unit members' concerns regarding working conditions and compensation,
- (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) and to make recommendations to both parties of possible solutions to identified problems and concerns,

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.

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

May 20, 2014

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

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

Articles 1-8 shall apply to temp specialists.

Article 9, Miscellaneous Provisions, shall not apply to temp specialists except that:

Article 9.1-9.14 and 9.17-22 shall apply.

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

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

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

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

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

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

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

Article 11, Unit Member Safety, shall apply to temp specialists except that:

Article 11.6 and 11.7 shall not apply.

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

Class size for a temp specialist shall not exceed 34.

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

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

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

This leave is accumulatable as prescribed by statute.

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

Article 14, Transfer Policy, shall not apply.

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

The District may evaluate the temp specialist at the discretion of the district on the Substitute Teacher Evaluation Form.

Article 16, Salaries, shall not apply.

Temp Specialists shall be paid according to the 2014-15 Salary Schedule for Temp Specialists (attached). This Salary Schedule shall reflect a five per cent (5%) increase beginning on July 1, 2014.

Temp Specialists shall be paid as a Temp Specialist I or II based on the 2014-15 Temp Specialist Employment Contract/ Job Description (attached).

Temp Specialists IA (5.75 hours per day) shall receive 14 units per day on step 2 not to exceed 28.75 hours per week (\$140).

Temp Specialist IB (5.75 hours per day) shall receive 12 units per day on step 3 not to exceed 28.75 hours per week (\$180).

Temp Specialist 1C (5.75 hours per day) shall receive 12 units per day on step 4 not to exceed 28.75 hours per week (\$240).

Temp Specialists IA (3.5 hours per day) shall receive 8.5 units per day on step 2 not to exceed 17.5 hours per week (\$85).

Temp Specialist IB (3.5 hours per day) shall receive 7 units per day on step 3 not to exceed 17.5 hours per week (\$105).

Temp Specialist 1C (3.5 hours per day) shall receive 7 units per day on step 4 not to exceed 17.5 hours per week (\$140).

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

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

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

Article 18, Unit Member Travel, shall apply.

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

Article 20, Grievance Procedure, shall apply.

Article 21, Summer School, shall not apply.

Article 22, Professional Growth, shall not apply.

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

Article 23.5, 23.8, 23.16 shall apply.

Article 24, Intermediate Schools, shall not apply.

Article 25, Medicare, shall not apply.

Article 26, Special Education, shall not apply.

Article 27, Educational Innovations, shall not apply.

Article 28, Site Based Decision Making shall apply.

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

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

Article 31, Shared Contracts, shall not apply.

None of the appendices shall apply.

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

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

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

Temp Specialists may not be the teacher of record.

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

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

Site administration will direct the assignments of the Temp Specialists.

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

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

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

This Memorandum of Understanding 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.

This MOU shall be in effect from July 1, 2014 through June 30, 2015.

MEMORANDUM OF UNDERSTANDING

STUDENT PROGRAMS

It is a common interest of Corona-Norco Teachers Association (CNTA) and Corona-Norco Unified School District (CNUSD) to provide student programs that will engage students in, and extend, the learning process. In light of this common interest, the parties agree to the following for the 2014-2015 school year:

1. Participation as a coordinator for any of the events listed below shall be voluntary on the part of the teacher.
2. In lieu of stipends for the spelling bee, history day, science fair, math field day, and track meet coordinators, the following schedule of release days shall apply:
 - Spelling Bee Coordinator (Elementary/Intermediate) 1 release day
 - Track Meet Coordinator (Elementary) 2 release days
 - History Day Coordinator (Elementary) 2 release days
 - History Day Coordinator (Intermediate) 3 release days
 - History Day Coordinator (High School) 3 release days
 - Science Fair Coordinator (Elementary) 3 release days
 - Science Fair Coordinator (Intermediate) 3 release days
 - Science Fair Coordinator (High School) 3 release days
 - Math Field Day Coordinator (Elementary) 3 release days
 - Math Field Day Coordinator (Intermediate) 3 release days
 - Math Field Day Coordinator (High School) 3 release days
3. Release days may be split between teachers in the event teachers share an activity.
4. Release days shall be awarded at the end of the semester in which the activity occurs.
5. To use release days, a teacher shall notify the Human Resources substitute calling desk and identify the day(s) to be taken as release day(s).
6. Release days shall be used no later than June 30, 2015. In the event a teacher has unused release days as of June 30, 2015, all unused days shall be compensated at the substitute rate of pay per day, and unused days will expire.

SIGNED: 4-21-14

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 semester, PCT on ½ of the shortened days shall be teacher designed for grade-level, cross-grade level, cross track, departmental or intradepartmental planning and team collaboration. During the second semester ¾ of the shortened days shall be teacher designed. Administrators may require agendas, minutes, or other evidence of ~~product~~ 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.
2. If this is 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.

3. If this is unsuccessful or impracticable, either CNTA or District administration may request that facilitated collaborative problem-solving be implemented at the site with affected unit members and site administrator(s), within 10 school days of Step 2.
4. If this is unsuccessful and either CNTA or the District has concerns relative to the lack of the affected unit members support of the current utilization of collaboratively determined PCT at their site, a secret ballot vote will be conducted by CNTA, in consultation with the site administrator(s) within 5 school days. If less than 75% of the affected unit members support the current utilization of PCT, the unit members and site administrator(s) will meet to redesign the use of this time within 10 school days. Either CNTA or the District may request that these meetings be facilitated.

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

This MOU, including the modification of the teacher workday (Article 10.2 (g) of the CBA), will sunset on June 30, 2015 unless it is extended by both parties.

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

Memorandum of Understanding
Between the Corona-Norco Unified School District (CNUSD)
and the
Corona Norco Teachers Association

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
 - Hourly compensation (at the current summer school pay rate) for professional development for online instruction and using the online software, prior to the start of summer school

SIGNED: 04-21-2014

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING FOR SITE CONTRACT WAIVER DATED JULY 17, 2008

The July 17, 2008 Site Contact Waiver MOU shall remain in full force with the exception of the following added language:

3.1 Sites identified by the State as Program Improvement (PI) sites may submit Site Specific Contract Waiver Proposals upon receipt of notification.

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

7.2.1 Sites wishing to continue unmodified existing Site Contract Waiver need not resubmit the proposal, but must demonstrate 75% positive vote of the affected Unit Members by May 1. After successful votes by the Unit Members, completed by May 1 of each year, for two consecutive years, the waiver will be considered the default way of operating at the site.

7.2.2 Sites that have site waivers that have been continuously in affect prior to the 12/13 school year will have one final vote after which the result of the vote will become the default option at the site.

12. All Site contract Waivers must complete one school or calendar year of implementation.

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:

- 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 nor 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 (CNUSD)
and the
Corona Norco Teachers Association

The Corona-Norco Unified School District (CNUSD) and the Corona-Norco Teachers Association (CNTA) agree that with regard to Article 13, Paragraph 13.2(i) of the Collective Bargaining Contract, unit members may donate as many of their personal sick leave days, beyond a base of ten (10) personal sick days, as they wish to immediate family members who are certificated employees of the District. The definition of immediate family member in this section is found in Paragraph 13.4, Bereavement Leave. Registered Domestic Partners and their equivalent family members are included in this definition of family. These conditions shall apply:

- A. Donations are voluntary;
- B. Donating unit members shall be able to do so after the receiving unit member has exhausted his/her own personal sick days;
- C. Donating unit members leaving the employment of the District for any reason, including retirement, resignation, or death may designate (or pre-designate) a family member or family members for any number of sick days, up to and including, the final ten (10) sick days of their personal sick days regardless of whether the receiving family unit member shall have exhausted their personal sick days;
- D. Any other mutually agreed upon condition.

The Association and District mutually agree to further discussions related to Paragraph 13.2(1) upon request by either party.

MEMORANDUM OF UNDERSTANDING

SITE CONTRACT WAIVER

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 1, site administration must submit the Site Specific Contract Waiver Proposal form, which is included as an attachment to the Joint CNUSD/CNTA Site Waiver Committee, comprised of 3 CNTA members and 3 District administrative staff.

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 15 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.
6. Waivers are site approved with at least 75% 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 April 15 followed by at least a 75% positive vote of the affected Unit Members by May 1.
8. No unit member shall be asked to leave the site or be retaliated against or harassed in any manner by administration as a result of their support or opposition to a waiver or waiver proposal.
9. Unit members adversely affected by a waiver proposal will be given transfer priority by meeting with CNTA and the Assistant Superintendent of Human Resources to attempt to facilitate a transfer to an existing vacancy for which they are qualified.
 - a) Priority status means that no non-priority status transfers shall take place until all priority status transfers have been properly processed.

This process will be reviewed and revised by mutual agreement no later than 6/30/2015

10. At a site that has an approved Site Specific Contract Waiver, all vacancy notices shall indicate that a Site Specific Contract Waiver has been approved at that site with specific directions to the district web site that contains a copy of the approved proposal.

11. This Agreement will continue in existence until June 30, 2015, at which time it shall expire of its own force and effect if either notifies the other in writing by April 15 of 2015 of their desire that it expire. Sites currently in the approval process or already approved for the Site Specific Contract Waiver shall be allowed to continue as planned until the following June 30. After April 2015, the Waiver process may be terminated as stated above if either party notifies the other in writing prior to April 15 of any given year. Discussions will continue at the request of either party for modifications to the Site Specific Contract Waiver procedures but discussions will not affect the timelines delineated in this paragraph except by mutual written consent of both parties.

DATE: July 17, 2008

Site Contract Waiver Proposal Form

Date Submitted to District Office and Association: _____

Contract Paragraphs to be Waivered: _____

Purpose of Waiver: (attach additional pages if necessary)

Additional Instructional Minutes (IM) Per Day: _____

Additional IMs Per Week: _____ Additional IMs Per Month: _____

Additional Called Meetings (CM) Per week: _____ Per Month: _____ Per Year: _____

Length of CMs: _____ Day(s) of CM: _____ Time(s) of CMs: _____

Duration of Waiver (not to exceed one year): _____

Commencement of Waiver: _____ Conclusion of Waiver: _____

Comments (Rationale, Special Circumstances, Considerations):

Site administrator in Charge: _____

Signature and date:

Print Name

Approved for Site Vote:

CNUSD

CNTA

Memorandum of Understanding

The Corona-Norco Unified School District and the Corona Norco Teachers Association agree to suspend Article 21.2 of the Collective Bargaining Agreement (Summer School Compensation) and establish a \$40.00 rate of pay per each hour of assignment. This will apply to summer school, intersession and extended school year.

Compensation will be increased by three percent (3%) on January 1, 2014.

Compensation will be increased by five percent (5%) on July 1, 2014.

**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 language services. The District will comply with applicable legal requirements pertaining to SLP caseloads where the speech and language pathologist serves exclusively preschool students.
2. SLPs assigned to serve preschool students exclusively will have a 196-day work year unless they are offered and agree to an additional temporary assignment offered by the District on a trimester or semester basis, as may be needed. Speech and language pathologists accepting additional temporary assignments up to 16 additional days per school year pursuant to this Agreement will be compensated in accordance with the provisions of the collective bargaining agreement for such additional temporary services.
3. SLPs who serve a caseload that does not include preschool students will be assigned a caseload consistent with state law and SELPA requirements, currently a District-wide average of 55 to 1. For purposes of computing caseloads, 55 to 1 shall constitute one full-time equivalent SLP at 196 workdays per school year. Up to 16 additional days per school year or the equivalent thereof may be added on a temporary trimester or semester basis by mutual agreement where the need arises. These additional assignments shall be computed toward additional FTEs for

purposes of computing the District-wide average. This information will be provided to the Association.

4. For services to K-12 speech and language students, FTEs required for the current state requirement of an average of 55 students per SLP shall be computed by the following formula:

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

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

5. The current grievance shall be withdrawn with prejudice.
6. Entering into the Agreement does not constitute an admission of wrongdoing or violation of law or the collective bargaining agreement by either party.
7. The District and the Association will continue their collaborative efforts to recruit and retain additional credentialed speech and language pathologists.
8. Pursuant to Section 26.3 of the collective bargaining agreement, the District and the Association will monitor caseloads and assignments.
9. The parties hereby expressly acknowledge their understanding that implementation of this Agreement will, of necessity, result in the transfer or reassignment of existing caseloads and site assignments of currently-assigned SLPs. The special education department will communicate transfers and reassignments pursuant to this Agreement to the Association. Any SLP may request a meeting with the SELPA Director/Administrative Director Special Ed. to discuss their reassignment. If unresolved, a meeting may be requested with the Deputy Superintendent or designee.
10. It is understood and agreed that if this Agreement is not approved by the Corona-Norco Teachers Association, the parties will continue their collaborative efforts to recruit; however, the District intends to maintain its current assignment methods and ratios in accordance with the District's interpretation of applicable state law and the SELPA Agreement. Nothing in this Agreement shall constitute or be argued by either party to be evidence that the Association agrees or acknowledges that the District's current assignment methods or ratios comply with the collective bargaining agreement, the applicable state law and/or the SELPA Agreement.
11. This Agreement will continue in existence unless either party notifies the other in writing by April 15 of any school year of its desire to modify the provisions of this Agreement.

12. For the purposes of determining the total number of students receiving SLP services, student data maintained in the WEB-based IEP writer database will be used. All appropriate steps will be taken to safeguard the confidentiality of student information. The Assistant Superintendent or his designee shall review, on October 1st and April 1st of each year, caseload calculations based upon the methodology listed above with the CNTA President/Designee. If, upon either of these dates, District caseload averages exceed legal limits and additional SLPs are unavailable to be hired, additional days and/or hours will be offered to existing staff to the degree necessary to bring caseload averages in to compliance. If additional days and/or hours are not accepted by current speech and language pathologists, it is understood and agreed that as a last resort the District will contract for such services. However, both the District and the Association agree that contracting out for such services is not desirable and not in the best interests of either party to this Agreement or the students of the District. Therefore, the District agrees to utilize its best efforts to recruit, hire, and retain speech and language pathologists and will only utilize contracting out of such services when no other option is reasonably available to the District. In the event that the District contracts out speech and language pathologist services the District agrees it will notify the Association of the contracting out of the services and immediately enter into discussions with the Association on how to improve and enhance the District's ability to recruit, hire, and retain speech and language pathologists.
13. As this agreement is not effective until July 1, 2008, the following paragraphs apply to the 07/08 school year only and are agreed to in the interest of resolving the SLP grievance and addressing all claims occurring prior to July 1, 2008.

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

- a. For the first semester of the 2007/08 school year, based upon registers submitted by SLPs, the total number of students served was 2,387. The total FTE equivalent for SLPs during that semester was 41.7. Utilizing a caseload average of 55, the total FTEs required was 43.4, yielding a deficit of 1.7 FTEs for the first semester. It would be necessary to increase each SLP semester FTE by .047 for the first semester of the 2007/08 school year to increase the FTE total by 1.7. The District agrees to compensate each District employed SLP, employed during this period by the amount of .047 times their base salary for the semester within 60 days of the ratification of this agreement.
- b. For the second semester of the 2007/08 school year, based upon registers submitted by SLPs, the total number of students served was 2,444. The total FTE equivalent for SLPs during that semester was 42.75. Utilizing a caseload average of 55, the total FTEs required was 44.44, yielding a deficit of 1.69 FTEs for the second semester. It would be necessary to increase each SLP semester FTE by .047 for the second semester of the 2007/08 school year to increase the FTE total by 1.7. The District agrees to compensate each District employed SLP, employed during this period, the amount of .047 times their base salary for the semester within 60 days of the ratification of this agreement.

- c. For the period of time between the filing of the grievance (April 23, 2007) and the first semester of 2007/08 school year, the district agrees to compensate District employed SLPs in a manner comparable to the first semester of the 2007/08 school year; as the period from 2/23/07 to 6/29/07 is 45% of the entire semester, each District employed SLP (employed during that time) will be compensated the equivalent of .02 (.047 FTE x 45% times their base salary for the semester within 60 days of the ratification of this agreement.
14. Upon execution of this agreement by both parties, the grievance shall be dismissed with prejudice.
15. In entering into this agreement, neither the District nor the Corona Norco Teachers Association admits any liability for wrongdoing or violation of the existing collective bargaining agreement or state law. Rather, the parties enter into this agreement in recognition of their desire to resolve their differences concerning this issue.

Date: 9.20-08

**CORONA-NORCO UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

John Zickefoose, President

Jose W. Lalas, Ph.D., Vice-President

Cathy L. Sciortino, Clerk

Bill Newberry, Member

**CORONA-NORCO
TEACHERS ASSOCIATION (CNTA)**

Officers

Harold Stryker, President

Julie Cooley, Vice-President

Vivian Ringen, Secretary

Colby Earnest, Treasurer

CNTA Negotiations Team

Jerry Goar, Intermediate School

Heather Griffiths, Support Staff

Kristi Johnson, Elementary School

Julie Cooley, High School

Joe Krause, CTA

CNUSD ADMINISTRATION

Superintendent

Michael H. Lin, Ed. D.

**Executive Services
Assistant Superintendent**

Linda White

**Deputy Superintendent
Business Services**

Sherry Mata

**Assistant Superintendent
Curriculum and Instruction**

Lisa Simon, Ed.D.

**Assistant Superintendent
Facilities**

Ted E. Rozzi

**Assistant Superintendent
Human Resources**

Sam Buenrostro, Ed.D.

**Assistant Superintendent
Instructional Support**

Michael Cobarrubias

**Informational Technology
Assistant Superintendent**

Ben Odipo