



AGREEMENT

Calexico Unified School District and ACT/CTA/NEA

July 1, 2023 - June 30, 2024

TABLE OF CONTENTS

Article I	Term of the Agreement	1
Article II	Recognition	2
Article III	Definitions.....	3
Article IV	Negotiations Procedures	6
Article V	Association Rights and Privileges	7
Article VI	Board Rights	11
Article VII	Grievance Procedure	12
Article VIII	Dues, Payroll, Deductions, and Legal Indemnification	17
Article IX	Evaluation	19
Article X	Leaves of Absence	25
Article XI	Class Size	42
Article XII	Transfers and Assignments	45
Article XIII	Protection of Unit Members' Physical and Professional Liabilities.....	52
Article XIV	Hours of Employment.....	58
Article XV	Supervision of Non-Teaching Personnel	62
Article XVI	Supervising Teachers	63
Article XVII	Faculty Meetings.....	64
Article XVIII	Fringe Benefits for Retirees	66
Article XIX	Salaries and Benefits.....	72
Article XX	Concerted Activities.....	78
Article XXI	Job Sharing and Other Part-Time Assignments.....	79
Article XXII	Effect of Agreement.....	82

**TABLE OF CONTENTS
(CONTINUED)**

APPENDICES

Appendix 'A' (Evaluation Form)

Appendix 'B' (Observation Form)

Appendix 'C' (Calendar for Evaluations)

Appendix 'D' (Certificated Salary Schedule)

Appendix 'E' (Children's Center Permit Teachers Salary Schedule)

Appendix 'F' (Extra-Assignment Stipends)

Appendix 'G' (Grievance Form)

Appendix 'H' (Waiver of Union Representation)

ARTICLE I
TERM OF THE AGREEMENT

- 1.1 The provisions contained herein constitute a bilateral binding contract between the Governing Board of the Calexico Unified School District (hereinafter referred to as District) and the Associated Calexico Teachers (hereinafter referred to as Association).

This Agreement shall remain in full force and effective from July 1, 2023, until June 30, 2024.

The three-year successor agreement negotiations shall commence during the 2024-25 school year. Subsequent reopener negotiations shall be limited to Salaries and Benefits (Article XIX) and up to two (2) additional Articles by each side.

ARTICLE II RECOGNITION

- 2.1 The Calexico Unified School District Board of Education grants exclusive recognition to the ACT/CTA/NEA for the employees in the representation unit, which is comprised of regular full-time and part-time, permanent, probationary, and temporary certificated employees of the District serving in the following positions: classroom teachers, preschool teachers, adult education teachers, psychologists, librarians, nurses, special education teachers, counselors, speech pathologists, resource teachers, music teachers, reading specialists, Title VII Coordinator, Afterschool Coordinator, and certificated personnel on leave from positions described in this section. Assistant superintendents, directors, coordinators, principals, vice-principals (part-time and full-time), supervisors—preschool, substitutes, and all management, confidential, and supervisory personnel as defined by the EERA are not considered members of the unit.

ARTICLE III
DEFINITIONS

- 3.1 Association means the Associated Calexico Teachers (ACT/CTA/NEA).
- 3.2 Board as used herein is the Board of Education of the Calexico Unified School District
- 3.3 Class size will be defined as the number of students enrolled under the direct supervision of a teacher.
- 3.4 Daily Rate of Pay means the unit member's annual contract salary divided by the number of duty days.
- 3.5 Day is any day during which the central administration offices of the District are open for business.
- 3.6 Discretionary Day serves the equivalent of a “Comp. Day” in that the unit member may schedule a non-duty day on which the unit member is absent, but for which the unit member will receive full pay and which shall not be reported as an absence.
- 3.7 District means the Calexico Unified School District.
- 3.8 Duty Day means the amount of time each day during which unit members are required to report to work, unless otherwise provided for in this Agreement.
- 3.9 Exclusive Representative refers to the Associated Calexico Teachers (ACT/CTA/NEA).
- 3.10 Facilities include fixtures which are built, installed, or established to serve a particular purpose; excluding school or District equipment and vehicles.
- 3.11 Hourly Rate of Pay means the daily rate of pay divided by mandatory on-site time for the unit member, except as limited by the articles of this Agreement.
- 3.12 Immediate family as herein used means the husband, wife, son, daughter, father, mother, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, or any relative living in the immediate household of the unit member, or any other person to whom the unit member is legally responsible.
- 3.13 Job Sharing – job sharing is defined as a plan whereby two (2) fully-credentialed certificated employees share one regular position in the school district. The two employees share the rights, responsibilities, and benefits of one full-time position.
- 3.14 Negotiable Items are expressly limited in scope to mean the terms and conditions of employment listed below, and only those items and conditions:
 - 3.14.1 Wages;
 - 3.14.2 Hours of Employment;

- 3.14.3 Health and welfare (including medical and life insurance, etc.) as defined by Government Code Section 53200;
 - 3.14.4 Leave and transfer policies;
 - 3.14.5 Safety conditions of employment;
 - 3.14.6 Class size;
 - 3.14.7 Evaluation procedures;
 - 3.14.8 Procedures for processing grievances;
 - 3.14.9 Impact of layoffs;
 - 3.14.10 Other matters determined to be negotiable by the PERB;
 - 3.14.11 Other matters of mutual concern which are mutually agreed upon for meeting and negotiating.
- 3.15 Non-Teaching Duties means any duties required by the District which do not involve instruction of students, including faculty meetings, and are specified in unit members' job descriptions. Such duties include but are not limited to collection of student monies, mandated attendance at committee meetings, mandated meetings with parents, participation with student clubs and activities, and supervision of student dances.
- 3.16 Part-Time Assignments are defined as those positions whereby an employee works less than 100% of the time required of a comparable full time equivalent position.
- 3.17 Regular, Full-Time Employee is defined as one who is assigned under contract for one (1) semester or more to work the entire day for all of the duty days, as provided in this Agreement.
- 3.18 Regular, Part-Time Employee is defined as one who is assigned under contract for one (1) semester or more to work less than the regular full-time employee, as defined in this Agreement.
- 3.19 School Year means:
- 3.19.1 185 duty days for teachers;
 - 3.19.2 177 duty days for pre-school teachers;
 - 3.19.3 180 duty days for adult education teachers;
 - 3.19.4 218 duty days for school nurse;
 - 3.19.5 206 duty days for psychologists, clinical social workers, and district librarian;
 - 3.19.6 and 195 duty days for school counselors and facilitators.
- 3.20 Teacher refers to any unit member who is employed in the instruction of children in the District.

- 3.21 Transfer is defined as a change in assignment of a unit member in subject matter, grade level, and/or from one site to another.
- 3.21.1 Administrative Transfer is an involuntary transfer which is initiated by an administrator and effectuated at the discretion of the Superintendent.
- 3.21.2 Voluntary Transfer is a transfer which is initiated through a request submitted by a unit member.
- 3.22 Unit member refers to any certificated employee who is in the recognized bargaining unit.

**ARTICLE IV
NEGOTIATIONS PROCEDURES**

4.1 Negotiations Timelines

The parties agree to spend a minimum of thirty (30) hours negotiating prior to November 1st of any year and, if at that point, no agreement is reached, declare impasse. Time limits may be extended by mutual agreement.

4.2 Exchange of Information

During negotiations, the District and ACT/CTA/NEA shall present relevant data, exchange points of view, and make proposals and counterproposals. As of the time it is available to the Board, the District shall provide ACT/CTA/NEA with all budget information.

4.3 Outside Consultants

Either party may utilize the services of outside consultants.

4.4 Amendments

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

4.5 Release Time

The exclusive representative shall be allowed release time for a maximum of five (5) regular negotiating team members plus the President for the purpose of attending sessions for negotiations. Sessions shall be scheduled to occur both during and after unit members' normal work day. With prior notice, the District may grant release time on a limited basis to employees who possess specific knowledge of an item to be discussed during negotiations.

The release time will be limited to the duration of the discussion of the item for which the employee has been requested to attend the negotiation session. Representatives of the Association scheduled to participate in negotiations and impasse procedures (e.g., mediation and fact-finding) during working hours shall suffer no loss in compensation pursuant to Section 3543.1 of the Government Code.

4.6 Initial Proposal-Successor Agreement

The Association will present its written proposal for a successor agreement to the Board at the first regularly-scheduled Board meeting after June 1. The Board will respond with its initial proposal within three (3) regularly scheduled Board meetings. Negotiations for the successor agreement will begin no later than September 30.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

5.1 No Reprisals

There shall be no reprisals of any kind taken against any unit member by reason of membership in ACT/CTA/NEA or participation in any of its lawful activities as prescribed by PERB.

5.2 Use of Facilities

The Association shall have the right to use school buildings and facilities at such times when they are not in conflict with the instructional program, provided such action does not conflict with school site or District-scheduled conferences and meetings, or responsibilities related to the education, health and welfare of the children. Site administrators shall be informed of regularly-scheduled meetings. See definitions of facilities in Article III.

5.3 Posting of Notices

The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards or parts thereof. One bulletin board or part thereof shall be made available at each school site area frequented by the Association members. The Association shall have the right to reasonable use of the intra-District mail service and unit member mailboxes for communication to the unit members. The Association shall identify itself whenever it posts publications on District bulletin boards.

5.4 Use of Copy Machines/Telephone

The District's copy machines and telephones may be used by designated Association representatives, provided the following conditions are met:

5.4.1 Advance approval from the site administrator is secured.

5.4.2 The normal operation of the school/office is not interfered with.

5.4.3 The Association agrees to pay for the cost of paper used for copying on automatic copy machines such as a xerox machine and pay for all phone calls other than local calls. The member using such equipment will sign and date a site-log each time the equipment is used. Whenever by law the District is obligated to provide copies of documents pertaining to proceedings affecting a unit member's employment, such copies shall be provided without charge.

5.4.4 Each site administrator shall be supplied the name of the representative(s) at the beginning of each school year after the first regular Association meeting.

5.5 Authorized Representatives of ACT/CTA/NEA

The authorized representatives of the Association shall be permitted to transact official Association business on school property provided it does not interfere with the instructional program and the authorized representatives give notice to the site administrator of their presence.

5.6 ACT/CTA/NEA Committees

Representatives of the standing committees of ACT/CTA/NEA shall be allowed to leave their respective buildings to attend committee meetings provided such action does not conflict with school site or District-scheduled conferences or meetings and responsibilities related to the education, health and welfare of the children. The representatives involved shall provide their site administrator with advance notification of such meetings.

5.7 Selection of School Site Council Representatives

Unit members shall be meaningfully involved in the selection of teacher representatives to school site councils, pursuant to Education Code Section 52012; teacher representatives on committees to develop standards of proficiency, pursuant to Education Code Section 51215; and teacher representatives on any committee for staff and curriculum development programs, as provided in the Education Code. Input from ACT/CTA/NEA shall be sought regarding the selection of unit members on these panels.

5.8 ACT Membership Meetings

The third Monday of each working month shall be reserved for ACT/CTA/NEA general membership meetings. If the third Monday falls on a holiday or non-teaching day, the first workday of the third week shall be reserved for an ACT/CTA/NEA meeting. All unit members shall be allowed to leave their respective buildings as soon as their responsibilities related to the health and welfare of the children are completed.

5.9 Board Packets and Minutes

A copy of the complete, official agenda of all Board meetings, with any related attachments and enclosures normally provided as information to Board members, with the exception of any confidential personnel items, shall be made available to the ACT/CTA/NEA president or their designee at the same time as it is sent to Board members. The ACT/CTA/NEA president or their designee shall be notified that the material is ready to be picked up at the District office. Receipt of any agenda including backup material shall constitute notice of any proposed District action. An agenda should also be posted at each school site prior to the School Board meeting. Copies of minutes of all Board meetings shall be made available to ACT/CTA/NEA president or their designee as soon as possible after compilation. The District shall notify the ACT/CTA/NEA president or their designee that the minutes are available to be picked up at the District Office. In the case of specially called Board meetings, the president of ACT/CTA/NEA or their designee shall be called by the District office stating that the agenda is ready. The agenda and any related attachment or enclosures normally provided as information to the Board members, with the exception of any confidential personnel items, shall be provided to the president of

ACT/CTA/NEA or their designee. The District shall notify said individuals that the material is available at the District office to be picked up.

5.10 District Directory

Upon compilation, printed copies of the District's "Directory of Personnel" shall be provided to all unit members, costs to be distributed proportionally between the District and the employee associations. The Association will be billed within 60 days of receipt of invoice.

5.11 Salary Placement Information

By the second Monday in November, the Board shall furnish ACT/CTA/NEA with the placement of personnel on the respective salary schedule(s) as of November 1. As personnel are added during the school year, ACT/CTA/NEA shall be notified as to their placement on the salary schedule.

5.12 Weekly Enrollment Reports

As currently practiced, upon compilation, all weekly enrollment reports shall be sent to the ACT/CTA/NEA president.

5.13 Inservice/Early Release Calendar

The District shall provide all unit members with a calendar of the regularly planned in-service/early release dates for the school year on the same date it is issued to the site administrator or by the next workday. Every effort shall be made by site principals to remind unit members of the purpose and date of any District in-service sessions at least five (5) days in advance of the planned activity.

5.14 Orientation Meeting

On the first day of general orientation for unit members, ACT/CTA/NEA shall be provided with one (1) hour on the agenda for Association business, to be scheduled in advance through a meeting between the Superintendent and the ACT/CTA/NEA president.

5.15 Association President – Duty Exemption

The president of the Association shall be relieved of all pupil supervision and control duties during the non-teaching hours.

5.16 Association Release Time

5.16.1 The Board agrees to furnish substitute teachers for up to fifteen (15) days during the school year to be used as leave of absence days by the president of the Association and/or their duly authorized representative for Association business including attendance at meetings out of the District. This will be in addition to days furnished for purposes of negotiations and/or processing grievances. The ACT/CTA/NEA president

will provide notice of the dates of such leave as much in advance as possible (at least 24 hours' notice will be provided unless an emergency condition exists) to the appropriate site administrator or supervisor. The ACT president shall be released 25% of their assignment at the cost of the District. The Association may purchase additional released proportions at the replacement cost of the assignment. This is in addition to the provisions of Section 15.16.1 of the CBA.

- 5.16.2 When advance notice is given, the ACT/CTA/NEA president will provide a brief written description of the activity to be attended. Five (5) additional days will be provided for out-of-the-District Association business for the ACT/CTA/NEA president. The Association will pay for the substitute costs.

ARTICLE VI
BOARD RIGHTS

6.1 Retained Rights

The Board retains all rights and powers conferred upon it by the Constitution and laws of the State of California and of the United States of America, including the right to manage the school system, establish curriculum content, hire, promote, transfer, assign, discharge or retain unit members in positions within the system and to determine the methods, means, and personnel to operate the system, except as limited by the provisions of this Agreement or the applicable laws of the State of California or the United States of America.

6.2 All matters not specifically enumerated in this Agreement are reserved to the public school employer and shall not restrict the right of the District to manage the school district and to direct its employees and operations. The Board will not restrict any rights of employees guaranteed by Section 3543.2 of the Educational Employment Relations Act.

ARTICLE VII GRIEVANCE PROCEDURE

7.1 Definitions

- 7.1.1 Grievance – A grievance is an allegation that there has been a violation, misapplication, or misinterpretation of this Agreement.
- 7.1.2 Grievant – A grievant is a unit member, unit members, or the Association making the allegation.
- 7.1.3 Immediate Supervisor – The immediate supervisor or the site administrator is the lowest-level administrator having immediate jurisdiction over the grievant.

7.2 General Provisions

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of unit members and the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

7.2.1 Representation

A grievant may be represented at all stages of the grievance procedure by themselves and/or at their option by a representative.

7.2.2 Initiation at Level 2

If the grievance arises from an action of authority higher than the principal of a school, the employee may present such grievances at Level 2 of this procedure.

7.2.3 Time Limits

Time limits may be extended by mutual agreement. Failure to communicate the decision on the grievance at the informal level, within the specified time limit, shall permit the grievant to lodge an appeal at the next step of this procedure. After the informal step, failure of the District administrators to meet the timelines specified on the grievance procedure shall render the grievance valid and the resolution sought shall be effectuated. Failure of the grievant and/or the Association to meet the timelines specified after the informal level, shall render the grievance void and denial for cause by the grievant and/or Association. Time limits provided for each level shall begin the day following receipt of the grievance appeal or written decision.

7.2.4 Scope of Grievance Procedure

Nothing contained herein shall deny to any employee their rights under State or Federal Constitution and laws. No probationary unit member may use the grievance procedure to dispute any action by the public school employer which is applicable to the State tenure laws. No unit member shall use the grievance procedure to appeal any decision of the public school employer or administration if such decision is applicable to a State or Federal regulatory commission or agency.

7.2.5 Summer Carryover

In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed, if possible, prior to the end of the school year or as soon thereafter as is possible. Any modifications to the time limits in the grievance procedures must be agreed upon by both parties.

7.2.6 ACT Copy of Grievance

All grievance decisions and correspondence shall be simultaneously provided to the Association and grievant.

7.2.7 Grievance Forms

Forms for filing grievances and other related documents will be developed jointly by the Superintendent and the Association and shall be available at the District office, at each school, and from the ACT/CTA/NEA president (Appendix 'G').

7.2.8 Grievance Records

All records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

7.2.9 Expedited Arbitration

If the Association and the Superintendent, or the Superintendent's designee, agree in writing, the grievance may be brought directly to arbitration.

7.2.10 Combining of Grievances

Grievances of a similar or like nature may be joined as a single grievance by mutual agreement of the District and the Association.

7.3 Grievance Levels

7.3.1 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with their immediate supervisor. This informal grievance

procedure shall be initiated within ten (10) days of the act or omission giving rise to the grievance. The grievant shall initiate and communicate the act or omission giving rise to the grievance to their immediate supervisor within ten (10) days. The immediate supervisor must respond within five (5) days.

In the event the conference is not feasible, other means of mutually acceptable communication would suffice. In case the informal process does not resolve the grievance, the formal grievance procedure must begin within the applicable time limits as outlined in Level 1 below.

7.3.2 Formal Level

7.3.2.1 Level 1: Immediate Supervisor

7.3.2.1.1 At the completion of the informal grievance procedure and within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, the grievant shall present the grievance in writing on the appropriate form to the immediate supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, and the specific remedy desired.

7.3.2.1.2 The supervisor shall communicate their decision to the grievant and the Superintendent in writing within five (5) days after receiving the grievance.

7.3.2.1.3 Within the above time limits, either party may request a personal conference to request clarification or resolve the grievance.

7.3.2.2 Level 2: Superintendent

7.3.2.2.1 In the event the grievant is not satisfied with the decision in Level 1, the grievant may appeal the decision on the appropriate form to the Superintendent or designee within ten (10) days. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reason(s) for the appeal.

7.3.2.2.2 The Superintendent or their designee shall communicate the decision to the grievant and the Board within five (5) days after receiving the appeal. Either the grievant or the Superintendent may request a personal conference within the above time limits.

7.3.2.3 Level 3: Governing Board

7.3.2.3.1 In the event the grievant is not satisfied with the decision, the grievant may appeal the decision to the Governing Board within

five (5) days. The statement shall include a copy of the decisions and the reasons rendered. Either the grievant or the Board may request a conference within ten (10) days of the grievance being submitted to the board. The grievance shall be heard at the next board meeting following the request for a conference. The Board's decision shall be in writing, and rendered within five (5) days after the Board meeting. A copy will be sent to the grievant.

7.3.2.4 Level 4: Binding Arbitration

- 7.3.2.4.1 If the grievant is not satisfied with the decision of the Governing Board, they may within five (5) days submit a request in writing to the Superintendent for binding arbitration of the dispute.
- 7.3.2.4.2 The grievant and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, either party shall request the California Conciliation Services to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be by lot.
- 7.3.2.4.3 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the party incurring them.
- 7.3.2.4.4 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to them. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 7.3.2.4.5 The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District. California Conciliation Services rules shall govern.
- 7.3.2.4.6 Issues arising out of the exercise by the Board and administration of its responsibilities under Article VII, Definitions, paragraph 1, of this Article, including the facts underlying its exercise of such discretion, shall not be subject to the procedure.

7.3.2.4.7 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit their findings and recommendations to all parties.

7.3.2.4.8 The arbitrator's decision shall be final and binding on the parties.

ARTICLE VIII
DUES, PAYROLL, DEDUCTIONS, AND LEGAL INDEMNIFICATION

8.1 Dues, Deduction Authorization

Any member of the unit may sign and deliver to the District an assignment authorizing deduction of Association membership dues. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the member of the unit each month for ten (10) months. Deductions for members of the unit who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payment by the end of the school year. Any unit member desiring to have the Board discontinue such deductions previously authorized must notify the Board in writing between June 1 and September 15 of the school year during which such discontinuance is to take effect. ACT/CTA/NEA shall provide the Board with written notice of any changes in the amount of such deductions at least thirty (30) days prior to the effective date of such change.

8.2 Payment of Monies

With respect to all sums deducted by the District pursuant to authorization of the employee, the District agrees to remit such monies to the Association accompanied by an alphabetical list of names of unit members for whom such deductions have been made.

8.3 Deductions – Other Purposes

Upon appropriate written authorization from a member of the unit, the District will deduct from the salary of any member of the unit and make appropriate remittance for annuities, credit union, charitable donations, or any other plans or programs to the extent such deductions are permitted by law.

8.4 Necessary Information

ACT/CTA/NEA agrees to furnish information needed by the Board to fulfill the provisions of this article.

8.5 Legal Indemnification

The Association shall indemnify, defend, and hold the District, its officers and/or employees harmless from any claims made of any nature and against any lawsuit arising from the District's actions pursuant to its obligations contained in this section; provided, however, that the Association shall have the right to designate legal counsel to defend against any such claims or lawsuits, and shall have the right to determine whether any such action shall or shall not be compromised, resisted, defended, tried, or appealed.

8.6 Payment Calendar

All unit members shall be paid on an 11-month calendar beginning August 2009.

ARTICLE IX EVALUATION

9.1 Establishing Evaluation Procedures

The Board shall adopt the following procedure and format for its representatives to use in unit member evaluations.

9.1.1 Evaluation

Permanent (tenured) unit members vested less than 10 years with CUSD, shall be evaluated every 2 years as stated in Education Code section 44664 (using Appendix Form A). Permanent (tenured) unit members, vested 10 years or more with CUSD and having received an evaluation with all satisfactory marks, shall be evaluated every 5 years as stated in Education Code section 44664 (using Appendix Form A). Probationary and temporary unit members shall be evaluated twice each school year. If a unit member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one semester or longer, such evaluation shall take place during the first year of return to duty.

9.1.2 Evaluation Procedure

9.1.2.1 Unit members to be evaluated during a particular school year shall be furnished a copy of the evaluation procedures, advised of the objectives and standards upon which the evaluation is to be based, and notified of the identity of their evaluator in mutually agreed-upon means of communication and in writing no later than October 15th of the year in which the evaluation is to take place.

9.1.2.2 The unit member shall have the right to identify to the evaluator any factors which they believe may inhibit their ability to meet the objectives and standards established. Any such factor identified by the unit member which in the judgment of the evaluator might negatively impact upon the unit member's performance, should be noted in the evaluation. Such factors may include but are not limited to inadequate textbooks, instructional supplies, materials and/or equipment and classroom facilities.

9.1.2.3 During the course of the evaluation period, circumstances may change which require modification of the original objectives and standards. The unit member may suggest a change of their objectives and standards and, with the approval of the evaluator, the original goals and objectives may be modified.

9.2 Evaluation Process

The evaluation process shall include the following activities:

9.2.1 Classroom Observation

Formal classroom observations shall last at least 30 minutes and shall be scheduled at a mutually agreed upon date and time. (Appendix 'B' shall be used). Any formal observation shall be followed by an evaluation conference within five days of the observation unless extended by agreement between the evaluator and unit member. Any unit member shall be entitled to additional classroom observations, observation conferences and written feedback. Such entitlement includes a pre-observation conference. Nothing in this section shall preclude the administration from conducting informal observations of the classroom.

9.2.2 Assistance in Recommendations

The evaluator shall take steps to assist the unit member in correcting any noted deficiencies. The evaluator's role to assist the unit member may include but, not be limited, to the following:

9.2.2.1 Specific recommendations for improvement.

9.2.2.2 Direct assistance to implement such recommendations.

9.2.2.3 Provisions of additional resources to be utilized to assist with improvement.

9.2.2.4 Techniques to measure improvement.

9.2.2.5 Time schedule to monitor progress.

9.2.3 Final Evaluation

9.2.3.1 In preparing the final evaluation form (Appendix 'A') for placement in the unit member's file, the evaluator shall rely primarily upon information gathered through observations of the unit member in the performance of contracted professional duties and activities and during evaluation conferences.

9.2.3.2 Except as provided herein, a final evaluation must be signed by the unit member and evaluator no later than thirty (30)-work days prior to the end of the school year to discuss the content of the final evaluation form. In the event a unit member's absence from duties prevents the scheduling of a conference and/or the evaluation being signed by the deadline, then the timeline shall be extended until the unit member or administrator returns and the evaluation conference is held. A decision by the unit member not to sign a completed evaluation form on or before the deadline, will not act to invalidate the evaluation.

9.2.4 Evaluation Review

9.2.4.1 The District may evaluate a permanent unit member whenever the performance of the unit member is considered less than satisfactory in any year when the unit member was not scheduled for a formal evaluation.

9.2.4.2 Any unit member who has received a rating of Needs Assistance or Unsatisfactory shall be evaluated each year thereafter until the unit member's performance is rated Satisfactory or the District has initiated dismissal procedures. By June 15 of the same year, such unit member may for the ensuing school year choose to have a second administrator conduct an additional formal observation which will be attached to their evaluation.

9.2.4.3 One year after the evaluation, the unit member may request a review of their evaluation by the immediate supervisor for the purpose of noting correction of deficiencies.

9.3 Evaluation Criteria

9.3.1 The unit member may be evaluated in the following areas:

9.3.1.1 Student progress.

9.3.1.2 Instructional techniques and strategies.

9.3.1.3 Adherence to goals/objectives including District curriculum and standards; school site plans; and amendments.

9.3.1.4 Learning environment.

9.3.1.5 Adherence to District policies, procedures and directives.

9.3.1.6 Cooperation with other members of staff.

9.3.1.7 Any other area recognized by the Education Code as currently enacted or amended.

9.3.2 The evaluation of a unit member shall not include or be based upon the following:

9.3.2.1 Standardized achievement test results.

9.3.2.2 Results of any tests utilized for the purpose of School Improvement Plan.

9.3.2.3 Achievement of objectives stated in the Individual Educational Programs (IEP's) of Special Education Students.

9.3.2.4 Utilization of any "Clinical Supervision Techniques" unless it can be shown that the unit member has been trained and/or inserviced in the use of such techniques.

9.3.2.5 The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.

9.4 Personnel Files

Evaluations and related confidential material shall be filed subject to the following provisions.

9.4.1 Location

The District shall maintain an official personnel file for each unit member at the administration office of the District. Any written documentation to be used to support any disciplinary action shall be made part of the official personnel file of the unit member.

9.4.2 Adverse Personnel Action

The Board shall not base any adverse evaluation against a unit member upon materials which are not found in such unit member's personnel file, with the exception of a job related police report. Moreover, the Board shall not base any adverse evaluation against the unit member upon materials which are contained in such unit member's personnel file unless the materials have been placed in the file within 20 days of the incident giving rise to such materials, and the unit member had been notified at such time that such materials were being placed in the file. Upon request by the unit member, any derogatory material in the personnel file will be removed if the unit member was not notified of such placement.

9.4.3 Receipts, Rebuttal to Derogatory Material

The unit member shall be provided with a copy of any evaluation or derogatory material before it is placed in their personnel file. The unit member shall also be given an opportunity during the duty day, but not during student contact time, to initial and date the evaluation. The unit member shall also have five (5) days but not during student contact time, to prepare a written response to such material. Negative or derogatory materials must be based upon documented or factual evidence.

9.4.4 Examination of Files

Upon request by the unit member, they and/or their counsel shall be permitted to examine and/or make copies of evaluations in the unit member's personnel file during on-site hours, but not during assigned student contact time.

9.4.5 Placement of Material in File

The person or persons who draft and/or place evaluations in a unit member's personnel file shall sign the evaluation and signify the date on which all such material was drafted and placed in the file. Job performance documentation unrelated to employment with the District shall not be placed in the personnel file.

9.4.6 Access to Personnel File

Access to personnel files shall be limited to the members of the District administration on a need-to-know basis. Board of Education members may request the review of a unit member's file at a personnel session of the Board. The contents of all personnel files shall be kept in the strictest confidence.

9.4.7 Sealing Derogatory Material

Negative or derogatory material remaining in a unit member's personnel file for a period of four (4) years shall be sealed upon request by the unit member. The term "sealed" shall mean that documents shall be placed in an envelope which shall remain in the personnel file of the unit members. Documents sealed can only be released with prior written authorization of the unit member.

Any derogatory material placed in the employee's personnel file must be timely (within 45 days of the incident, or within 30 days of completion of procedures described in Article 9, Section 9.5, should the incident be brought to the District's attention as a public charge).

9.5 Public Charges

9.5.1 Procedures

No negative and/or unsatisfactory evaluation shall be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator from students, parents, and/or citizens, unless the following procedures have been followed.

9.5.1.1 Any student, parent, or citizen complaint about a unit member shall be reported to the unit member by the administrator receiving the complaint within five (5) days of receipt of the complaint if the complaint may be used against the unit member.

9.5.1.2 Board members who receive complaints from citizens or parents must immediately report that complaint to the Superintendent or their designee. The immediate supervisor will be advised and they will then communicate with the unit member in accordance with the provisions of this section.

9.5.1.3 Should the involved unit member believe the allegations in the complaint warrant a meeting, the immediate supervisor shall attempt to schedule a meeting between the unit member and the complainant or designee. At the

request of the unit member, an Association representative may be present at the meeting. If the complainant refuses to attend the meeting, the complaint shall not be utilized by the District in any disciplinary action against the unit member unless the nature of the complaint can be confirmed by other independent evidence. Complaints shall not be used as part of the evaluation process.

- 9.5.1.4 If the matter is not resolved at the meeting to the satisfaction of the complainant, they shall put the complaint in writing and submit the original to the unit member, with a copy to the unit member's immediate supervisor. The unit member shall be given time during the duty day, without salary deduction, to review the complaint. If no written complaint is received, the matter shall be dropped.
- 9.5.1.5 If the unit member believes the complaint is false and/or based on hearsay, they shall have the right to make a written request for an investigation by the Superintendent and/or their designee. At the request of the unit member, an Association representative may be present during the investigation. If the unit member instead chooses to waive their right to have Association representation, they shall submit a "Waiver of Union Representation" (Appendix 'H') to the ACT President and Superintendent/Designee. A confidential, written report of the results of the investigation shall be given to the complainant, the Superintendent, and the unit member within twenty (20) days from the submission of the written complaint.
- 9.5.1.6 Complaints which are withdrawn, shown to be false, or not substantiated by investigation (see Section 9.5.1.5) shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.

**ARTICLE X
LEAVES OF ABSENCE**

10.1 Sick Leave

Every unit member shall be entitled to ten (10) days of paid sick leave for each school year of employment. Sick leave may be borrowed against, but not earned until completion of the full year of service. Unit members taking sick leave shall not be required to arrange for their own substitute. All personnel absent from duty due to illness may be required to present a physician's certificate after an absence of more than five (5) consecutive days to qualify for pay for the period absent.

10.2 Industrial Accident and Illness Leave

10.2.1 Allowable Leave

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

10.2.2 Accumulation

Allowable leave shall not be accumulated from year to year.

10.2.3 Commencement of Leave

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

10.2.4 Compensation During Leave

When a person employed in a position requiring certification qualifications is absent from their duties on account of an industrial accident or illness, they shall be paid such portion of the salary due to them for any month in which the absence occurs as, when added to their temporary disability indemnity, shall result in a payment of not more than their full salary.

10.2.5 Reduction of Allowable Leave

Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

10.2.6 Leave in Two Fiscal Years

When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due them for the same

illness or injury.

10.2.7 Pay Warrants

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

10.2.8 Notification of Salary Deduction

Within a month of the time that extended illness leave begins, they will be notified of the amount to be deducted from the regular paycheck and approximately when the deduction will be made.

10.3 Personal Necessity Leave

A unit member who has accumulated to their benefit days of leave of absence for illness or injury may, at their election, use in any school year not more than ten (10) days of such accumulated leave in cases of personal necessity.

10.3.1 Personal Necessity Leave – Reasons

The unit member may, at their election, take personal necessity leave for any of the following reasons:

10.3.1.1 Death of a member of their immediate family. Personal necessity leave for this purpose shall be in addition to bereavement leave to which the unit member is entitled. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

10.3.1.2 Serious illness to a member of the immediate family.

10.3.1.3 Accident, involving their person or property, or other person or property of a member of their immediate family.

10.3.1.4 Graduation, promotion, award ceremonies, and events of an immediate family member.

10.3.2 Advance Notice of Leave

10.3.2.1 Although the unit member need not obtain advance permission for such leave, they shall provide notice of such leave as soon as possible in order that the District may obtain appropriate substitute services in their absence.

10.3.2.2 The unit member shall provide advance notification to the immediate supervisor to take personal necessity leave for any of the following reasons, except in the case of (d) [2]:

10.3.2.2.1 An appearance in court as a litigant or as a witness under official order.

10.3.2.2.2 Birth or adoption of a child wherein an employee is required to be absent from their assigned hours of service.

10.3.2.2.3 Imminent danger to the employee's home, serious in nature (such as flood, fire, rioting, etc.) which under the circumstances the unit member cannot reasonably be expected to disregard and which requires the attention of the employee during their assigned hours of service.

10.3.2.2.4 [1] To conduct personal affairs that cannot be transacted outside the assigned working hours and which, under the circumstances, the employee cannot be reasonably expected to disregard.

[2] Leaves to conduct personal affairs of a confidential nature will be requested of and acted on by the Superintendent or, in their absence, the Acting Superintendent.

10.3.2.2.5 Hazardous weather conditions causing unsafe travel.

10.3.2.2.6 Death of a personal friend or relative not included in the definition of immediate family.

10.3.2.2.7 Observance of days which the employee conscientiously believes are of such special significance that it is to them a matter of "personal necessity" to absent themselves from duty. Such leaves shall not exceed two days in any school year.

10.3.2.3 Notice of Leave

The unit member may request up to 3 days of their allotted ten days of personal necessity time without providing the District with a reason. Such days may not be used during the first or last three days of the unit members work year or to extend holidays or to miss a staff development day or for vacation.

10.3.3 Absence Reporting System

Whenever an employee is absent, it is the employee's responsibility to report the absence using the designated absence reporting system. If the employee is unable to enter the absence on the designated absence system, it is the employee's responsibility to contact their immediate supervisor.

10.3.4 Pressing Personal Necessity

All leaves granted pursuant to this provision shall involve matters wherein some type of pressing personal necessity or exigency exists which, under the circumstances, the employee cannot be reasonably expected to disregard and shall not result in extensions of vacations or other types of leave. Leaves granted under this provision shall be reported periodically to, and be monitored by, the Board of Trustees.

10.3.5 Limitations on Personal Necessity Leave

The following limitations and conditions are placed upon all personal necessity leaves allowed pursuant to the above policies:

10.3.5.1 The total number of days allowed in one (1) school year for such leaves shall not exceed ten (10) days.

10.3.5.2 The days allowed shall not exceed the number of full-pay days of sick leave to which an employee is entitled.

10.3.5.3 Personal necessity leave shall not be granted during a scheduled vacation or another type of leave of absence.

10.3.5.4 Payment for such leaves may be disallowed by the Board Trustees on a determination by the Board that the employee abused the personal necessity leave provision.

10.4 Temporary Leaves of Absence

A unit member shall be entitled to the following types of temporary leaves of absence without any loss of pay each school year or without any loss of accumulated sick leave.

10.4.1 Such time as is necessary for appearance in any legal proceedings connected with the unit member's employment or with the school system, other than criminal action against the unit member.

10.4.2 Such time as is necessary to perform jury duty. Pay for jury duty will be reimbursed to the District.

10.5 Maternity Leave

Leaves of absence shall be provided for any unit member required to be absent because of pregnancy, miscarriage, childbirth, and recovery therefrom.

10.5.1 The length of the leave of absence, including commencement date and the date on which the unit member shall return, shall be determined by the unit member and the unit member's physician.

10.5.2 Unit members shall have the right to utilize sick leave and, additionally, the benefit approved by Education Code Section 44977 for absences necessitated by pregnancy, childbirth, miscarriage, and recovery therefrom, as follows.

10.5.2.1 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such by the District.

10.5.3 A letter requesting such leave of absence shall be filed with the Superintendent's office at least four (4) calendar months prior to such expected birth date.

10.5.4 An employee shall provide the District at least 30 days advance notice of the need for leave if the need is foreseeable. If such notice is not practicable because the reason for the leave does not allow for advance notice, then the notice must be given as soon as possible. If notice is not provided as required, the District has the discretion to deny the leave until 30 days after the employee provides notice.

10.6 Extended Leaves of Absence

Other leaves of absence without pay may be granted by the District for good reason as determined by the Board of Trustees. Upon return to the District, unit members granted such leaves shall have restored their accumulated sick leave, seniority rights, and salary schedule placement at the level these benefits had been obtained prior to the leave.

10.7 Leaves Without Pay – Professional Growth

10.7.1 The Board, upon recommendation of the Superintendent, may approve leaves of absence without pay when there is a definite intent upon the part of the employee to return at the end of a designated period. Leaves may be granted for periods up to one (1) year. Extension of leaves for up to an additional year may be granted at the discretion of the Board. Petitions for extensions may be on file by March 1 of the year of original leave.

10.7.2 Leaves of absence without pay shall be approved for travel, study, research, teaching or lecturing under a nationally recognized fellowship or foundation approved by the State Board of Education.

10.7.3 A unit member shall have attained permanent status before a leave of absence is granted.

- 10.7.4 No more than two percent (2%) of the total faculty shall be allowed a leave of absence during any school year. Each request for leave of absence shall be evaluated on its own merit, and the Board's decision shall be based upon the best educational interests of the District.
- 10.7.5 The applicant shall notify their principal or immediate supervisor of their intention to apply for leave without pay for the succeeding school year by March 1, and shall submit a written request outlining thought and purpose of the leave (including a statement of their intention to return). The deadline may be waived to not later than June 1st, if the Superintendent determines that a late request is beyond the control of the applicant.
- 10.7.6 The District shall send the Notice of Assignment and Notice of Intent to Return to the unit member after March 15. The unit member shall return the notice to the District office by June 30. Return receipts will be required of both the District and the employee.
- 10.7.7 There shall be no financial or fringe benefit compensation during leaves of absence without pay, but other rights and benefits, such as tenure, sick leave, salary placement, and retirement, which were accumulated during prior service in the District, shall be retained. Unit members on leave of absence without pay may continue fringe benefit privileges by making arrangements for payment to the District.
- 10.7.8 Leaves of absence shall not constitute a break in the continuity of service in the District, but such leaves shall not be considered a year of service.
- 10.7.9 Persons granted a leave of absence are not guaranteed return to the position last held, but shall be assigned to a position in which credentialed upon return to the District.

10.8 Sabbatical Leave

- 10.8.1 The Board of Education may grant any permanent certificated employee of the District a leave of absence for a period of time not to exceed one (1) year for the purpose of study or travel by the employee which will benefit the school and the pupils of the District.
- 10.8.2 At the option of the unit member, the District may grant leave for one (1) semester of the school year.
- 10.8.3 No leave of absence shall be granted under this policy to any employee who has not rendered seven (7) years of service to the District.
- 10.8.4 Compensation while on leave for a year shall be at the rate of 50% of the contract for that year. If leave is for one (1) semester, the rate shall be 25% of the contract year. Compensation shall be given to the employee in the manner as if the employee were serving in the District.
- 10.8.5 The unit member's fringe benefits will remain in effect.

- 10.8.5.1 The unit member must furnish a suitable bond indemnifying the Board of Education of the District against loss in the event of the unit member's failure to render at least two (2) years' service in the employ of the District following their return from leave. The bond shall be exonerated if failure of the unit member to return and render two (2) years' service is caused by the death, physical or mental disability of the employee. The bond shall be for the amount of pay to be received during the leave period. Cost of the bond shall be incurred by the employee.
- 10.8.6 At the expiration of a sabbatical leave of absence, the unit member shall, unless they otherwise agree, be reinstated in the position held by their at the time of the granting of the leave of absence.
- 10.8.7 The unit member shall be placed on the next salary increment, i.e., leave on Step 9, return on Step 10.
- 10.8.8 Sick leave shall not be accumulated while the unit member is on sabbatical leave.
 - 10.8.8.1 By December 1st, after their return, the unit member shall be required to furnish the Superintendent a written and/or oral report and a transcript (if the leave was for study).
 - 10.8.8.2 Only two percent (2%) of the faculty of the District shall be eligible for leave in any one school year. (1.51 or higher shall mean two persons.)
 - 10.8.8.3 A written request shall be submitted to the Superintendent, who will forward the request to the Screening Committee. The request shall include the course and place of study or travel, reasons for seeking the leave, and the expected outcome.
 - 10.8.8.4 The District shall have its own Screening Committee, composed of classroom teachers and one administrator appointed by the Superintendent. The teachers shall be chosen by the employee organization (ACT) recognized by the Board of Education. The Committee's responsibility shall be to review the applications, interview the applicants if necessary, and recommend their selection on priority basis to the Superintendent.
 - 10.8.8.5 In order for applicants to have adequate time to make plans for the next school year, applications shall be in the District Office by January 15, and the chosen applicant(s) will be notified by March 1 of the selection for the ensuing school year.
 - 10.8.8.6 Applications not accepted shall remain on file in the District Office and shall be considered the following year, unless withdrawn by the applicant.

10.9 Catastrophic Leave Bank

10.9.1 Creation

- 10.9.1.1 The Association and the District agree to create the Associated Calexico Teachers Catastrophic Leave Bank effective July 1, 1992. The Catastrophic Leave Bank shall be funded in accordance with the terms listed below.
- 10.9.1.2 Days in the Catastrophic Leave Bank shall carry over from year to year.
- 10.9.1.3 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.
- 10.9.1.4 The Associated Calexico Teachers Catastrophic Leave Bank shall be administered by the Calexico Unified School District as outlined by in Article 10.9 of the Collective Bargaining Agreement.

10.9.2 Eligibility and Contributions

- 10.9.2.1 All unit members on active duty with the District are eligible to contribute to the Associated Calexico Teachers Catastrophic Leave Bank.
- 10.9.2.2 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 10.9.2.3 Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible may not participate until the next enrollment window.
- 10.9.2.4 To be an eligible participant of the Catastrophic Leave Bank (“Bank”), an employee must donate one (1) day of sick leave during the open enrollment window. New members wishing to enter the Bank will be required to donate one (1) day during the open enrollment window. The contribution, on the appropriate form, will be authorized by the unit member and continued from year to year until cancelled by the unit member.
- 10.9.2.5 A unit member may cancel their participation in the Bank at any time by submitting the appropriate form to the District Office notifying them of decision to cancel their enrollment in the Bank. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member effects cancellation.
- 10.9.2.6 The enrollment period shall occur during the month of September of each school year. Contributions by existing members of the Bank shall be added to the Bank by October 15 of each school year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within 30 calendar days of beginning work. The District shall supply enrollment forms for the Bank to all new unit members and those unit members returning from leave.

10.9.2.7 The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code 44043.5.

10.9.2.7.1 The maximum number of workdays allowed for a member of the Bank for a single catastrophic injury/illness shall not exceed ninety (90) work days. If there are insufficient days in the Bank, there is no obligation to grant leave hereunder, in whole, or in part. Neither the District nor the Association shall be legally responsible if there are insufficient days in the Bank to provide a Catastrophic Sick Leave donation.

10.9.2.7.2 On the first contractual day of each school year, the District shall add fifty (50) payout days to the remaining day's balance. Maximum accumulation shall be equal to the number of contributors in the association (ACT) plus fifty (50). Thus, if there are 500 contributors in the association, the maximum accumulation shall be 550.

10.9.2.7.3 If the total number of days in the Bank exceeds 50% of the maximum accumulation amount on the first contractual day of any year, members who have previously donated will be exempted from donation that year. If the number of days in the Bank at the beginning of a school year falls below 50% of the maximum accumulation amount, each participant will be required to contribute an additional day to the bank. Those unit members joining the Bank for the first time and those returning from Leave wishing to participate shall be required to contribute one day to the Bank.

If a Bank participant has no remaining sick leave at the time of the assessment, they need not contribute the additional day to remain a participant in the Bank.

10.9.2.8 Unit members who are retiring or leaving the employ of the District may contribute their unused sick leave to the Bank.

10.9.3 Withdrawal from the Bank

10.9.3.1 Bank participants, whose sick leave is exhausted, may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the unit member for over ten (10) consecutive duty days or incapacitates a member of the unit member's family for over ten (10) consecutive days which requires the unit member to take time off from work to care for that family member. If a

reoccurrence or a second illness or injury incapacitates a unit member or member of the unit member's family within 12 months, it shall be deemed catastrophic after five (5) consecutive duty days. Thus, a participant who used the Bank, after exhaustion of sick leave, for twenty-five (25) days to care for his wife who dies of cancer, and, after returning to work, suffers a heart attack, shall be deemed to have a second catastrophic illness and may again withdraw from the bank after only five (5) consecutive duty days off work.

- 10.9.3.2 Long term therapy (e.g. chemotherapy, dialysis, physical therapy) shall be treated as a catastrophic illness or injury even though it is not in increments of over 10 consecutive days. All other eligibility requirements will remain in effect. The participant will be eligible for withdrawal on a day-to-day basis.
- 10.9.3.3 Participants must use all leave as defined in Education Code 44977-78 and 44983, available to them before being eligible for a withdrawal from the Bank and 80 days of differential pay leave pursuant to Education Code in order to access catastrophic leave.
- 10.9.3.4 If a participant is incapacitated, applications may be submitted to the District by the participant's agent or member of the participant's family.
- 10.9.3.5 Withdrawals from the Bank shall be granted in units of no more than fifteen (15) duty days. Participants may submit requests for extensions of withdrawals as their prior grants expire. A participant's withdrawal from the Bank may not exceed the statutory maximum period of 90 consecutive days or equivalent to half of a member's contractual year.
- 10.9.3.6 Participants applying to withdraw or extend their withdrawal from the Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. The District shall keep information regarding the nature of the illness confidential. A participant's withdrawal may not exceed the statutory maximum period of 90 consecutive days or equivalent to half of a member's contractual year.
- 10.9.3.7 If a participant has drawn fifteen (15) Bank days and requests an extension, the District may require a medical review by a physician of the district's choice at the participant's expense. The District shall choose only a physician who qualifies under the District offered insurance policy. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The District may deny an extension of withdrawal from the Bank based upon the medical report. The participant may appeal any termination under the procedures outlined in Section 10.9.3.11 below.

10.9.3.8 Leave from the Bank may not be used for illness or disability which qualify the participant for Worker's Compensation benefits unless the participant has exhausted all Worker's Compensation leave, their own sick leave, and provided further that the member signs over any Worker's Compensation checks for temporary benefits to the District. If there are any Worker's Compensation checks signed over to the Board, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the Worker's Compensation payment is equivalent to a regular day of pay at the negotiated rate for that participant. If the District challenges the Worker's Compensation claim, the participant may draw from the Bank, but upon settlement of the claim, the Bank shall be reimbursed the days by the District.

10.9.3.9 When the District may reasonably presume that the applicant for a draw may be eligible for a Disability Award or a Retirement under STRS or, if applicable, Social Security, the District may request that the draw applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify for further Bank payments. Any requests for additional medical information from STRS or Social Security shall be submitted within ten (10) days or the participant's entitlement to Bank payments will cease. If denied benefits by STRS or Social Security, the applicant must appeal or entitlement to the Bank shall cease.

10.9.3.10 If the Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide days, and the District is under no obligation to pay the participant any funds whatsoever. If the District denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for denial.

10.9.3.11 Bank participants who are denied a withdrawal or whose withdrawal is not renewed or terminated, may, within thirty (30) days of denial, grieve the denial, non-renewal or termination. The participant shall be deemed the grievant. If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may process the grievance.

10.9.4 Administration of the Bank

10.9.4.1 The Callexico Unified School District shall have the responsibility of maintaining the records of the Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and

communicating its decisions, in writing, to the participants and President of the Associated Calexico Teachers.

- 10.9.4.2 The District's authorized agent shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability, as otherwise outlined in this Contract.
- 10.9.4.3 Applications shall be reviewed and decisions of the District reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
- 10.9.4.4 The District shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the requests for withdrawal and defend against any appeals of denials.
- 10.9.4.5 By the 15th day of October of each school year, upon request by the Association President, and/or at the end of the month when there is an active withdrawal, the District shall notify the Associated Calexico Teachers of the following:
 - 10.9.4.5.1 The total number of accumulated days in the Bank on June 30th of the previous school year.
 - 10.9.4.5.2 The names of any additional unit members who have joined during the enrollment period in accordance with Section 10.9.2.
 - 10.9.4.5.3 The names of participating unit members.
 - 10.9.4.5.4 The total number of days available in the Bank and the number of days contributed by unit members for the current year.
 - 10.9.4.5.5 The names of any unit members who have cancelled participation in accordance with Section 10.9.2.
 - 10.9.4.5.6 The total number of days awarded, and remaining per member, since the last report was generated.
- 10.9.4.6 Any dispute between the Associated Calexico Teachers and the District as to the accounting of the Bank days shall be settled through the normal grievance procedures beginning at Level II, as outlined in the union contract.
- 10.9.4.7 If the Bank is terminated for any reason, the days remaining in the Bank shall be returned to the then-current members of the Bank proportionately.

10.10 Family and Medical Leaves

The Calexico Unified School District will grant family and medical leave in accordance with the

requirements of applicable state and federal law in effect at the time the leave is granted. No greater or lesser leave benefits will be granted than those set forth in such state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case employees will be eligible for the most liberal benefits available under either law.

Unit members will contact their supervisor or the Director of Personnel as soon as they become aware of the need for a family and medical leave.

10.10.1 Employee Eligibility: To be eligible for family and medical leave benefits, an employee must:

10.10.1.1 Have worked for the Calexico Unified School District for a total of at least 12 months;

10.10.1.2 Have worked at least 1,250 hours over the previous 12 months; and

10.10.1.3 Work at a location where at least 50 employees are employed by the Calexico Unified School District within 75 miles.

10.10.2 Leave Available: Eligible employees may receive up to a total of 12 work weeks of unpaid leave during a rolling 12-month period for one or more of the following reasons:

10.10.2.1 For the birth or placement of a child for adoption or foster care;

10.10.2.2 To care for an immediate family member (spouse, child, or parent) with a serious health condition; or

10.10.2.3 To take medical leave when the employee is unable to work because of a serious health condition.

10.10.2.4 Under some circumstances, employees may take family and medical leave intermittently -- which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

10.10.2.5 Pregnant employees may have the right to take a pregnancy disability leave in addition to a family leave; such employees should contact the Director of Personnel regarding their individual situations.

10.10.2.6 Certain restrictions on these benefits may apply.

10.10.3 Notice and Certification: Employees seeking to use family and medical leave may be required to provide:

10.10.3.1 30-day advance notice when the need for the leave is foreseeable;

10.10.3.2 Medical certification (both prior to the leave and prior to reinstatement);

10.10.3.3 Periodic certification; and

10.10.3.4 Periodic reports during the leave.

10.10.3.5 When leave is needed to care for an immediate family member or the employee's own serious health condition, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the District's operation.

10.10.4 Compensation During Leave: Family and medical leave is unpaid. The Calexico Unified School District will require an employee to use accrued paid leave to cover some or all of the leave.

10.10.5 Benefits During Leave: The Calexico Unified School District will maintain a group health insurance coverage for an employee on family or medical leave for up to a maximum of 12 work weeks if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. In some instances, the Calexico Unified School District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following family or medical leave.

10.10.6 Job Reinstatement: Under most circumstances, upon return from family and medical leave, an employee will be reinstated to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. In addition, an employee's use of family and medical leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using such leave.

10.10.7 Unlawful Acts: It is unlawful for the Calexico Unified School District to interfere with, restrain, or deny the exercise of any right provided by state or federal law. It is also unlawful for the Calexico Unified School District to refuse to hire or to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceedings related to family and medical leave.

10.11 Supplemental Family and Medical Leaves

The Calexico Unified School District may grant family and medical leave to those employees ineligible for state or federal family or medical leave in accordance with the policies set forth below.

10.11.1 Employee Eligibility

To be eligible for the Calexico Unified School District supplemental family and medical leave benefits, an employee must:

10.11.1.1 Be a regularly employed part-time employee;

10.11.1.2 Have worked for the District for a total of 6 months;

10.11.1.3 Not be eligible for any other family and medical leave that the District might provide. In addition, otherwise ineligible employees may be allowed to take a medical leave if necessary in order to reasonably accommodate a physical or mental disability.

10.11.2 Leave Available

Eligible employees may receive up to a total of six work weeks of unpaid leave during a rolling 12-month period for one or more of the following reasons:

10.11.2.1 For the birth or placement of a child for adoption or foster care;

10.11.2.2 To care for an immediate family member (spouse, child, or parent-- not parent -in- law or grandparent) with a serious health condition; or

10.11.2.3 To take medical leave when the employee is unable to work because of a serious health condition.

Employees may take two leaves of absence per rolling 12- month period for a total of up to six workweeks per rolling 12-month period. The minimum duration for any such leave is one day. Pregnant employees may be eligible to take pregnancy disability leave. Pregnancy disability leave runs concurrently with family and medical leave. Certain restrictions on these benefits may apply.

10.11.3 Notice and Certification

Employees seeking to use Calexico Unified School District supplemental family or medical leave benefits may be required to provide:

10.11.3.1 Request for leave 30 days in advance;

10.11.3.2 Medical certification (both prior to the leave and prior to reinstatement);

10.11.3.3 Periodic recertification; and

10.11.3.4 Periodic reports during the leave.

The Calexico Unified School District will try to accommodate request for family and medical leave. Of course, the more advance notice is given, the more likely that an accommodation may be made. The Calexico Unified School District, however, reserves the right to deny any request for supplemental family and medical leave benefits.

10.11.4 Compensation During Leave

Supplemental family and medical is unpaid. The Calexico Unified School District will

require an employee to use accrued paid leave (such as vacation) to cover some or all of the supplemental family or medical leave.

10.11.5 Benefits During Leave

The Calexico Unified School District will maintain group health insurance coverage for an employee on supplemental family or medical leave [for up to a maximum of six workweeks if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. Employees who fail to return to work following family or medical leave must reimburse the Calexico Unified School District for all premiums paid by the Calexico Unified School District to maintain health coverage].

Employees on family or medical leave who do not receive continued paid coverage may continue their group health insurance coverage through the Calexico Unified School District in conjunction with federal COBRA guidelines by making monthly payments to the Calexico Unified School District for the amount of the relevant premium. Employees should contact their supervisor for further information.

10.11.6 Job Reinstatement

Upon returning from a supplemental family or medical leave, an employee will be offered the same position held at the time of leaving, if available. If this position is not available, a comparable position will be offered, if available. If neither the same nor a comparable position is available, an employee's return to work will depend upon job openings existing at the time of the employee's scheduled return. Except as required by applicable law, there are no guarantees of reinstatement and an employee's return will depend on existing openings and the employee's qualifications.

The Calexico Unified School District may refuse to reinstate an employee on supplemental family or medical leave for a reason other than the employee's own serious health condition who, after five days' notice from the Calexico Unified School District to return to work, fails to do so.

10.12 Sick Leave Incentive

During any school year during this Agreement, an ACT unit member shall earn a "Discretionary Day" if that bargaining unit member uses no more than one sick leave/personal necessity day (or any portion thereof) during that year. The Discretionary Day shall be used in the following school year and may not be carried over from year to year. The use of the Discretionary Day shall conform to the requirements for Personal Necessity specified in the Agreement.

A Discretionary Day will serve the equivalent of a "Comp. Day," in that the unit member may schedule a non-duty day on which the unit member is absent, but for which the unit member will receive full pay and which shall not be reported as an absence.

To enable more ACT unit members to earn an additional Discretionary Day, the District will allow for an ACT unit member to count one sick leave day per school year as a non-absence for purposes of this provision, if the ACT unit member elects to pay the District for the cost of a substitute on that day.

**ARTICLE XI
CLASS SIZE**

11.1 Definitions

Class size will be defined as the number of students enrolled under the direct supervision of a teacher.

11.2 Class Size – K-3

The District will abide by law set forth by the California Legislature with regard to Grade Span Adjustment.

11.3 Class Size – 4-6

The District shall maintain a 4-6 District-wide average of 32 pupils per regular classroom teacher. The class size maximum for an individual 4-6 class shall be 33.

11.4 Class Size – 7-12

11.4.1 The maximum daily student classroom contact for the junior and senior high school teachers shall not exceed 165 students or 170 students (excluding keyboarding and P.E.) respectively, except as provided in this Agreement. Exceptions to these maximums may be band, cadets, and other courses which do not utilize the normal classroom concept; however, the enrollment shall be kept within limits deemed mutually reasonable by the teachers of these classes and the site administrator. The class size maximum for academic classes shall be 34.

The maximum number in the following classes shall be:

Industrial Arts	25
Vocational Shops (includes Home Ec.) (where special equipment or facilities are needed)	25
Drafting	25
Keyboarding	40
Science Lab	32
Art	25
ELD or ELA	
Level I	20

Level II	25
Level III	30
Physical Ed. (Jr. High & High School)	40

11.5 Class Size – Combinations

There shall be no more than two grade levels assigned to a combination class, and combination class maximums shall be established at the lower class maximum of the two levels assigned to the combination class. No less than five (5) students from one grade level shall be assigned to a combination class.

11.6 Class Size – Continuation School

The maximum class size at the continuation high school shall be established at 25.

11.7 Balancing of Classes

Each site principal shall make every reasonable effort to balance the number of pupils enrolled per class within grade levels at each school; the goal is that classes by grade level vary by no more than 3 students unless the affected staff members agree to a different distribution.

11.8 Adjustments of Classes

For purposes of making adjustments, when any individual class size exceeds the appropriate class size maximum for a period of ten (10) consecutive days, the classroom teacher shall notify the site administrator and the ACT building representative on the appropriate District form [blue form], which is available from the Association's building representative.

11.9 Resolution of Class Size Problems

The principal shall propose a resolution to the class size problem within five (5) days or notify the teacher and the Superintendent that a resolution on site is not feasible. The Superintendent or their designee will meet with the school principal and affected staff, including the building representatives, within five (5) days to discuss options and resolve the problem. These options shall include, but not be limited to, those listed below (not listed in order of priority):

11.9.1 Reassignment or rescheduling of students.

11.9.2 Reassignment of staff.

11.9.3 Hiring of additional staff.

11.9.4 Initiating action to provide additional classroom space.

11.9.5 Establishment of combination classes.

11.10 Class Size Grievances

In the event that a resolution has not been achieved within the timelines specified herein, the unit members may file a grievance at Level 2.

11.11 Payment for Exceeding Established Maximums

11.11.1 The District shall pay to each teacher who has an enrollment of one or more students in excess of the established maximum pupil/teacher ratio for that class from the day of enrollment an increase of \$4.00 per student, per period, per day for each assigned student in excess of the agreed limits for secondary classes. The first ten (10) teaching days are exempt from this provision. The first five (5) teaching days of the second semester at grades 7-12 are exempt. Any and all requests for payment of excess students pursuant to this article must be submitted by or on behalf of the applicable bargaining unit member, to the school site principal or that principal's representative, no later than the close of business on that bargaining unit member's last scheduled work day of each school year in which the excess occurred.

In elementary grades 4-6, the District shall pay to each teacher who has an enrollment of one or more students in excess of the established maximum pupil/teacher ratio for that class from the day of enrollment an increase of \$24.00 per day for each assigned student in excess of the agreed limits. The first ten (10) teaching days are exempt from this provision. Any and all requests for payment of excess students pursuant to this article must be submitted by or on behalf of the applicable bargaining unit member, to the school site principal or that principal's representative, no later than the close of business on that bargaining unit member's last scheduled work day of each school year in which the excess occurred.

11.11.2 Whenever the class enrollment load within an individual class is reduced to the agreed maximum, the bonus payment will cease as of that date.

11.11.3 When an elementary teacher is absent and students are divided among other elementary teachers, the teacher will be paid \$4.00 per day for each student assigned to them in excess of their assigned classroom assignment. Any and all requests for payment of excess students pursuant to this article must be submitted by or on behalf of the applicable bargaining unit member, to the school site principal or that principal's representative, no later than the close of business on that bargaining unit member's last scheduled work day of each school year in which the excess occurred.

11.12 Assignment of Students with Exceptional Needs (Special Education Students)

Each site principal shall make every effort to equitably balance the number of pupils with exceptional needs enrolled per class within grade levels and courses, "equitably" meaning there is not difference in the number of students with exceptional needs between grade level classes/courses.

ARTICLE XII TRANSFERS AND ASSIGNMENTS

12.1 Definitions

- 12.1.1 Transfer is defined as a change in assignment of a unit member in subject matter, grade level, and/or from one site to another.
- 12.1.2 Voluntary transfer is a transfer which is initiated through a request submitted by a unit member.
- 12.1.3 Administrative transfer is an involuntary transfer which is initiated by an administrator and effectuated at the discretion of the Superintendent.

12.2 General

Assignments for members of the unit shall be determined by the Superintendent pursuant to Section 35035 of the Education Code and relevant policies of the Board of Trustees.

12.3 Voluntary Transfers

12.3.1 School-wide Transfers

- 12.3.1.1 The Superintendent or designee shall announce the vacancy to the staff for a voluntary transfer within the school site.
- 12.3.1.2 If there are no school wide site volunteers, the district shall open the vacancy districtwide. All voluntary transfers shall be limited to one transfer per unit member per year. If there are no district-wide volunteers, the District shall follow the administrative transfer process.
- 12.3.1.3 In the event of a need for an administrative transfer that does not follow district-wide seniority, the Superintendent or designee shall follow section 12.4.5 and 12.4.6.
- 12.3.1.4 The Superintendent reserves the right to make the final decision regarding administrative transfers in accordance with the provisions of Education Code Section 35035 per section 12.4.8.

12.3.2 Vacancies For Ensuing School Year

Beginning March 15 and every twenty (20) days thereafter of each school year, the Superintendent shall send a notice of known vacancies for the coming school year to all unit members. Such notices shall include position, description, location, and grade-level, or subject matter assignment.

12.3.2.1 Unit members who desire a voluntary transfer may file a written statement, email, or current mutually agreed upon means of communication of such desire with the Superintendent not later than ten (10) days after the vacancy has been posted. Such statement shall include the grade and/or subject to which the unit member desires to be assigned and the school or schools to which the unit member desires to be transferred, in order of preference.

12.3.2.2 Unit members may be considered for positions that open during the summer months by leaving a letter, email, or current mutually agreed upon means of communication in the Superintendent's office indicating their preference.

12.3.3 Vacancies During the School Year

During the school year if new positions become available, or if any existing position becomes vacant, posting of the vacancy shall be required for only five (5) days.

12.3.4 Temporary Filling of Vacancies

After April 30, if a vacancy occurs and a request for transfer into that position is received and granted by the District, and if it is not in the best interest of the District to make an immediate transfer, the position shall be filled by substitute or temporary assignments until the end of the school year.

12.3.5 Criteria for Transfers

12.3.5.1 District reserves the right to interview all candidates.

12.3.5.1.1 If an interview panelist has provided a letter of recommendation to a candidate, that panelist shall be removed and replaced from the interview panel.

12.3.5.1.2 The Association reserves the right to have a representative, of their choosing, present at all certificated interviews.

12.3.5.2 All internal applicants will be allowed to submit backup material that addresses the criteria in Section 12.3.5 or any other material the applicant considers relevant.

12.3.5.3 All vacant positions will be posted.

12.3.5.4 Advance notice of five working days shall be given to all applicants of their interview day and time. Uniform notice shall be given to all applicants. The term "vacancy" (12.3.3) shall continue with its current meaning as defined by the contract.

- 12.3.5.5 Transfers shall be based upon the following appropriate ranked-order criteria:
 - 12.3.5.5.1 Credential authorizations
 - 12.3.5.5.2 Seniority in the district
 - 12.3.5.5.3 Individual Qualifications: This consideration will involve an objective review of the candidate's previous teaching record and performance rather than subjective personality bias. Consideration shall be given based on the following three criteria in the order they are listed:
 - 12.3.5.5.3.1 Advanced degrees, additional credentials, and/or authorizations
 - 12.3.5.5.3.2 Previous specific experience within subject matter/grade-level
 - 12.3.5.5.3.3 Major/minor in the subject matter of the vacancy
 - 12.3.5.5.4 Prior satisfactory performance evaluations
- 12.3.5.6 Qualifications/Posting
 - 12.3.5.6.1 Qualifications/experiences shall automatically include:
 - 12.3.5.6.1.1 professional standards (as reflected in evaluation criteria referenced in Section 9.3.1);
 - 12.3.5.6.1.2 and the goals/vision, instructional program, and staff development sections of school site plan.
 - 12.3.5.6.2 If not specified in 12.3.5.6.1.1 or 12.3.5.6.1.2 above, then such qualifications shall be stated on job announcement.
 - 12.3.5.6.3 If not specified in 12.3.5.6.1.1, 12.3.5.6.1.2 or 12.3.5.6.2 job announcement, then committee is restricted from asking questions addressing such qualifications.
- 12.3.5.7 If a unit member's written request for a voluntary transfer is denied, the written notification from the District shall specify the amount of time the employee has to request that the reasons be given to them.
- 12.3.5.8 The Superintendent's (or designee's) written explanation shall refer to criteria set out in Section 12.3.5 and the total points scored during the

interview by the person selected and the employee asking for the explanation.

12.3.5.9 Nothing herein is intended to change the criteria already set forth in Section 12.3.5 or Section 12.3.7.

12.3.5.10 Interviewers will be given access to the interview packet one complete day, prior to the interview, to prepare for interviews.

12.3.6 Application of Seniority

In cases where more than one application equally satisfies the criteria in Section 12.3.5 above, preference shall be given to the unit member with the most District-wide seniority.

12.3.7 Right of the Superintendent – New Hires

This article shall in no way abridge the right of the Superintendent to fill a vacancy with a new hire when the Superintendent determines that the new hire is more qualified to fill the vacancy than existing bargaining unit members requesting a voluntary transfer.

12.3.8 Reasons for Transfer Denial

If a unit member's written request for a voluntary transfer is denied, they shall receive a written explanation for the reasons, upon request, from the Superintendent or their designee.

12.4 Administrative Transfer

12.4.1 District-wide Transfers (Transfers from one school site to another)

All voluntary and administrative transfers shall be limited to one transfer per unit member per year. In the event of a need for an administrative transfer that does not follow district-wide seniority, the Superintendent, or designee, shall follow section 12.4.5 and 12.4.6. The Superintendent reserves the right to make the final decision regarding administrative transfer in accordance with the provisions of Education Code Section 35035 per section 12.4.8.

12.4.1.1 Elementary: If there are no volunteers, the Superintendent or designee shall administratively transfer the unit member, with the least district-wide seniority, within the affected grade-level(s) to a vacancy within the site.

12.4.1.2 Secondary: If there are no volunteers, the Superintendent or designee shall administratively transfer the unit member with the least district-wide seniority, within their subject area, to a vacancy within the site.

12.4.2 Vacancies at other school sites shall first be offered to displaced unit members using district-wide seniority.

12.4.2.1 Elementary: The district shall follow section 12.4.4 for all transfers involving a change from one site to another. The unit member with the least district-wide seniority from the affected site(s) and grade level(s) shall be administratively moved.

12.4.2.2 Secondary: The district shall follow section 12.4.4 for all transfers involving a change from one site to another. The unit member with the least district-wide seniority within their subject area, from the affected site(s), shall be administratively moved.

12.4.3 Consideration of Voluntary Transfers

All voluntary transfer requests must be completed prior to the filling of a vacancy through an administrative transfer.

12.4.4 Notice of Administrative Transfer

Notice of an administrative transfer (excluding a change from one site to another) or reassignment shall be given to unit members as soon as practicable and not later than August 1st; however, administrative transfers or reassignments will be made after August 1st under unusual circumstances caused by change of student enrollment, legislative action, deletion or addition to curriculum, or personality conflicts.

12.4.4.1 Notice of administrative transfer involving a change from one site to another shall be given to unit members as soon as practicable but not later than June 1st. All other aspects of 12.4.4 shall apply.

12.4.5 Assignment of Involuntary Transfers

A list of vacant positions in the District shall be made available to all unit members being administratively transferred. Unit members to be administratively transferred shall have the right to indicate preferences from a list of open positions in the District, and the Board shall make every effort to honor such requests on the basis of District-wide seniority and the required credentials. If the administrative transfer occurs during the school year, the unit member being transferred will be given two (2) days of release time and District assistance, if requested, for the purpose of moving to the new assignment.

12.4.6 Meeting to Discuss Transfers

An administrative transfer or reassignment will be made only after a meeting between the unit member involved and the Superintendent, (if requested) at which time the unit member will be notified of the reason thereof. The unit member may, at their option,

have a representative of ACT present at such meetings. The unit member shall receive the reason(s) in writing. No unit member will be transferred or reassigned arbitrarily, capriciously, or without rational basis.

12.4.7 Credential Requirements for Transfer

A unit member being administratively transferred or reassigned shall be placed only in a position in which they are credentialed to work.

12.4.8 Superintendent's Final Decision Right

The Superintendent reserves the right to make the final decision regarding administrative transfers in accordance with the provisions of Education Code Section 35035.

12.4.9 Double Session Placement

When two unit members are required to share the same classroom in a morning/afternoon teaching assignment (double session), the members involved will in alternating years have their choice as to their preference of morning or afternoon shift, with the member having the most seniority being given first choice the first year.

12.5 Grades 7–12 Assignments

The site administrator shall attempt to assign 7–12 grade teachers no more than three different preparations. Each course description shall be determined as a separate preparation. Primary language and Sheltered English classes shall also be considered as separate preparations. Combination classes, PE classes and Special Education classes shall be considered as one preparation. No teacher shall be assigned more than three preparations in consecutive years. Should a teacher wish to assume more than three preparations, the teacher shall petition the Association to forward the request to the site administrator. Both Association and site administrator will sign the request upon agreement.

12.6 Selection and Appointment of Summer School Personnel

12.6.1 Selection and appointment of District summer school personnel shall be the responsibility of the Superintendent or their designee in compliance with this Article.

12.6.2 Any certificated employee on a 200-day contract or less may apply for a summer school assignment. It will be the primary practice of the District to make assignments within the unit member's specialty.

12.6.3 Summer School Teacher Selection

Summer School teachers will be selected on the basis of the following appropriate non-ordered criteria:

12.6.3.1 Credential authorizations

12.6.3.2 Seniority in the district

12.6.3.3 Individual Qualifications: This consideration will involve an objective review of the candidate's previous teaching record and performance rather than subjective personality bias. Consideration shall be given based on the following three criteria in the order they are listed:

12.6.3.3.1 Advanced degrees, additional credentials, and/or authorizations

12.6.3.3.2 Previous specific experience within subject matter/grade-level

12.6.3.3.3 Major/minor in the subject matter of the vacancy

12.6.3.4 Prior satisfactory performance evaluations

12.6.4 Application Process

12.6.4.1 The Superintendent or their designee shall conduct an application process prior to the end of April. As soon as administratively possible but no later than May 21, all applicants shall be notified of the tentative selection or non-selection. A list of those tentatively selected shall be available in the District Personnel Office for inspection.

This list shall include:

12.6.4.1.1 All applicants' names;

12.6.4.1.2 The assignment of those tentatively selected for Summer School employment.

12.6.5 Contract Issuance

12.6.5.1 Contracts for Summer School will be issued on or before June 1.

12.6.6 Appeals Procedure

All sections of this article are subject to the grievance procedure as specified under Article VII. The unit member may present such grievances at Level 2 of this procedure.

**ARTICLE XIII
PROTECTION OF UNIT MEMBERS'
PHYSICAL AND PROFESSIONAL LIABILITIES**

13.1 Use of Force

A unit member may use such reasonable force as is necessary to protect themselves from physical attack by a student or other person, to quell a disturbance threatening physical injury to others. When the unit member finds it necessary to use such force, they shall immediately report this to the supervisor or site administrator.

13.2 Assault

13.2.1 Unit members shall immediately report cases of assault on them while on duty to the principal, on-site administrator or other immediate supervisor and local law enforcement agencies. The incident shall be reported to the Superintendent who shall act as a liaison between the employee, police and the courts. To the extent permitted by law, the ACT President or designee will be copied on each communication generated by the District when the Superintendent is acting as a liaison.

13.2.2 A unit member whose person or property is injured or damaged by the willful misconduct of a pupil who attends school in such district, when the unit member or the unit member's property is (1) located on property owned by the District, (2) being transported to or from an activity sponsored by the District, or a school within the District, (3) present at an activity sponsored by such District or school, or (4) otherwise injured or damaged in retaliation for acts lawfully undertaken by the unit member in execution of the unit member's duties, may request the District to pursue legal action against the pupil who caused the injury or damage, or the pupil's parent or guardian pursuant to Education Code Section 48904.

13.2.3 The District shall notify unit members in accordance with Education Code Section 49079 of a record of conduct demonstrating that a student has caused, or attempted to cause serious bodily injury. Any information received by the unit member pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the unit member.

13.3 Liability Insurance

Except as otherwise provided by Government Code Sections 995.2 and 995.4, the District shall provide for the defense of any civil action or proceeding brought against an employee in their official or individual capacity or both on account of an act or omission in the scope of their employment. The request must be presented to the District in writing. Subject to all the limitations and reservation of rights set forth in Government Code Section 825, the District shall

pay any judgment, compromise or settlement of a claim or action filed against an employee arising out of an act or omission occurring within the scope of their employment if the employee has presented a request to defend, in writing, to the District not less than ten (10) days before the day of trial and the employee has cooperated in the defense in good faith.

13.4 Procedures in Case of Assault

13.4.1 Site Administrator's Responsibility

- 13.4.1.1 Provide, whenever possible, for the immediate safety of staff members and/or pupils;
- 13.4.1.2 Call the police;
- 13.4.1.3 Notify the Superintendent and to the extent permitted by law, the ACT President or designee;
- 13.4.1.4 Notify the parents or guardians if students are involved, and depending upon the severity of the assault on the unit member, notify next of kin; and
- 13.4.1.5 Send written report to the Superintendent or their designee within twenty-four (24) hours outlining details of the incident, and
- 13.4.1.6 To the extent permitted by law, the unit member and the ACT President or designee shall be apprised of the outcome of any disciplinary action affecting the pupil accused of assault.

13.4.2 Superintendent's Responsibility

Superintendent or designated representatives may, as needed:

- 13.4.2.1 Go to the school immediately upon notification of assault;
- 13.4.2.2 Assist site administrator;
- 13.4.2.3 Assist in preparation of mandatory report to police;
- 13.4.2.4 Assist site administrator in recommending action to be taken against assailant; and/or
- 13.4.2.5 Call special Board meeting to report the assault and to begin disciplinary action.

13.5 Absence in Cases of Assault

When an absence arises out of an assault or as a result of the unit member's role in keeping peace during the scope of their employment, and the unit member is unable to perform their duties as a

result, for which they are eligible to receive worker's compensation, they will not lose their salary due to said injury. The maximum allowable salary paid under worker's compensation and the District shall be the employee's contracted salary rate. The District will make its payment, if any, after the worker's compensation settlement. The District's liability shall be limited to one (1) month after expiration of worker's compensation.

13.6 Suspension of Pupils

13.6.1 A unit member may suspend a pupil from their class for the day of the suspension and the following day for any of the acts enumerated in Ed Code Section 48900, including:

13.6.1.1 Harassment, intimidation, causing, attempting to cause, or threatening to cause physical injury to another person.

13.6.1.2 Possession, selling, or otherwise furnishing a firearm, knife, explosive or other dangerous objects.

13.6.1.3 Unlawfully possessing, using, selling, otherwise furnishing, or being under the influence of any controlled substance as defined under Health and Safety Code Section 11007, alcoholic beverage, or intoxicant.

13.6.1.4 Committing robbery or extortion.

13.6.1.5 Causing or attempting to cause damage of school or private property.

13.6.1.6 Stealing or attempting to steal school or private property and/or knowingly receiving school or private property.

13.6.1.7 Committing an obscene act or engaging in habitual profanity or vulgarity.

13.6.1.8 Disrupting school activities or willfully defying authority of a bargaining unit member.

13.6.1.9 Committing sexual harassment as defined in Education Code section 212.5, committing or attempting to commit sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committing a sexual battery as defined in Section 243.4 of the Penal Code.

13.6.1.10 Engaging in an act of bullying.

13.6.2 The action stated above may occur at any time or place related to school attendance or school activity including, but not limited to, the following:

13.6.2.1 While on school grounds.

13.6.2.2 While going to or from school.

13.6.2.3 During lunch period either on or off campus.

13.6.2.4 During, going to, or coming from school-sponsored activities.

13.6.3 The unit member shall immediately report the suspension to the site administrator (or their designee) and send the pupil to the administrator (or their designee) for appropriate action.

13.6.4 The District shall facilitate carrying out any and all obligations required of the unit member by the Education Code including, but not limited to, the sending of notices to parents regarding required meetings and the scheduling of such meetings at mutually acceptable times.

13.7 Tuberculosis Exam

An examination for tuberculosis shall be required every four (4) years. The cost of this examination shall be paid by the District. Unit members may be excused to have a skin test examination during their duty day, but not during instructional or student contact time. Unit members have the right to leave campus during their preparation period to take a tuberculosis test and to consult over the test results. Additionally, unit members can leave school sites as soon as students are dismissed for the same purposes.

13.8 Field Trips

Whenever a unit member takes their class on a field trip, all students assigned to that classroom shall attend the field trip, except those lacking parental permission, those having medical reasons for not participating, or those losing their privilege for disciplinary reasons. The unit member shall be responsible for providing meaningful learning tasks for non-participating students. If more than two (2) students remain on school premises, the site administrator shall provide supervision by a responsible school employee. The students shall not be placed with regularly scheduled classes without the unit member's permission.

13.9 Reimbursement for Personal Property

13.9.1 The District shall reimburse unit members for personal property, including property used for classroom instruction, which is lost, damaged, or stolen within the scope of employment and without negligence on the part of the unit member. Reimbursement shall be offset by any payments made under a unit member's own insurance policy. Reimbursement for claims of less than ten dollars (\$10.00) will not be considered, and claims shall not exceed four hundred dollars (\$400). Materials used for classroom instruction under this provision must have the prior approval of the principal or site administrator.

13.9.2 The District will bear up to four hundred dollars (\$400) of cost, not covered by insurance, of replacing or repairing property of an employee such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the

employee, when such items are damaged in the line of duty under Article 13.1. Receipts shall accompany requests for reimbursement(s).

13.10 Hazardous and Unsafe Conditions

The District agrees to take any reasonably necessary and appropriate steps to remedy verifiably unsafe, hazardous and/or unhealthy conditions which pose a threat to the health and safety of staff and/or pupils. The District shall investigate as soon as reasonably possible, not to exceed three (3) working days all conditions which are reported in writing. If a finding is made that an unsafe, hazardous and/or unhealthy condition exists, the District will take steps it deems appropriate and necessary to immediately resolve and/or eliminate the condition. The unit member's immediate supervisor shall apprise them of the findings, the proposed solution and timelines to remedy within five (5) days of receiving such information from the District. When applicable, the District may request an expert consultant to conduct an investigation regarding an alleged hazardous or unsafe condition. Any District response time under this section shall be extended until the completion of the consultant's analysis.

13.11 Development of Safety Plans

A District-wide committee shall be established, with unit members from each school participating, for the purpose of developing general guidelines and standard operating procedures to implement in situations posing a serious safety problem for staff and pupils at a school site. Unit members shall receive release time for work on the committee. The District Safety Committee shall also formulate a plan for developing disaster preparedness. The guidelines and procedures developed by the Committee shall be presented to the Governing Board for approval by December 1st of each school year. Copies of the plan will be distributed to each bargaining unit member and will be posted at each school site.

13.11.1 The District is responsible for coordinating contact with outside agencies, maintenance of Emergency Procedures Manuals, policy development and review (as recommended by the District Safety Committee), periodic training, equipment maintenance, coordination of emergency evacuation drills, maintenance of worksite safety supplies, and maintenance of worksite safety devices as required by law.

13.12 Building and Ground Safety

13.12.1 The District shall comply with applicable governmental safety requirements such as those mandated by CAL-OSHA or the Department of Agriculture. Any alleged violation of this section shall not be subject to the grievance procedure. Instead, alleged violations shall be processed through applicable agency procedures.

13.12.2 Each school shall annually provide to all staff and parents or guardians of pupils enrolled at a school site a written notification of the name of all pesticide products expected to be applied at the school site during the coming year. The notification shall identify the active ingredient or ingredients in each pesticide product. The notice shall also contain

the Internet address used to access information on pesticides and pesticide use reduction developed by the Department of Pesticide Regulation pursuant to Section 13184 of the Food and Agricultural Code, and the Internet address where the school site integrated pest management plan may be found if the school site has posted the plan.

13.13 Pupil Transportation

13.13.1 No bargaining unit member shall transport pupils in private vehicles during work hours. Furthermore, no unit member shall be requested or required to transport pupils in private vehicles during work hours.

13.13.2 Should the District request or require that a unit member transport a pupil or pupils in a vehicle owned by the District, the District shall provide full primary liability coverage for any liability which may occur during such assignment. Unit members shall be provided with documentation of primary liability coverage which shall be carried in the vehicle during such assignment.

13.14 Specialized Health Care Procedures

13.14.1 Qualified and trained nurses shall be the only certificated bargaining unit members to provide and conduct necessary specialized health care procedures including, but not limited to, dispensing medication, catheterizations, credé, diapering, injections, ileostomies, colostomies, gastrostomies, tracheotomy, suction, oxygen administration, gavage, feeding, draining, and head lice inspection. This in no way affects the duties of non-certificated employees.

13.14.2 No other certificated bargaining unit members shall be requested or required to perform such specialized health care. This in no way affects the duties of non-certificated employees.

ARTICLE XIV HOURS OF EMPLOYMENT

14.1 Required On-Site Hours

On-site time for all unit members shall be six hours and twenty-five minutes per day exclusive of the lunch-time period. Site times shall vary in accordance with instructional times on different sites. Further arrival and dismissal of the bargaining unit members shall be scheduled with the administration provided the six hours and twenty-five minutes on-site time is maintained.

14.2 Number of Duty Days

The number of duty days for members of the unit shall be 185 days; 177 duty days for preschool teachers; 182 duty days for adult education; 218 duty days for school nurse; 206 duty days for psychologist; and 195 duty days for school counselors. There will be one (1) full day before the start of the instructional year dedicated solely for teacher preparation (no meetings will be scheduled that day). There will be one (1) teacher check-out day at the end of the year (student-free, end of the year). Any unit member contractually required to work beyond the regular work year shall be compensated at their daily rate of pay computed on their work year. The calendar/work year for the subsequent school years shall be mutually agreed to by the parties.

14.2.1 New Employee Orientation

Newly hired unit members shall participate in a four-hour employee orientation to be held one day prior to the regular teacher reporting day from 8 a.m. to 12 noon. Unit members shall be compensated \$100 for attendance at this orientation day. At the conclusion of the orientation, the new employees will be released from all duties so that they may attend an Association sponsored luncheon and informational meeting.

14.3 On-Site Hours – Inservice Days and Minimum Days

For all District duty days, including minimum days, affecting specially scheduled days for professional growth workshops, the workday shall begin fifteen (15) minutes before the student starting time and shall conclude at 3:10 p.m. Every effort will be made to insure that inservice training and meetings (except faculty meetings) do not exceed the regular workday. Unit members will not be required to remain after the regular workday.

14.4 Teacher/Parent Conferences

In order to comply with District/site policies on teacher/parent conferences, participating sites shall schedule minimum/short teaching days. On the minimum/short days, unit members shall not be required to exceed six hours and twenty-five minutes.

14.5 Lunch Period

Unit members shall have a duty-free lunch period of no less than forty-five (45) minutes.

14.5.1 At the 7-12 level, a minimum 5-minute passing period will be provided before and after lunch. No teacher duties will be required during these two passing periods. Any needed additional minutes to implement this provision to meet the required number of minutes will be added to the end of the day.

14.5.2 At the K-6 level, at the beginning and the conclusion of this lunch period there will be a 3-minute period for teachers to escort students to and from lunch. No additional minutes will be required at the end of the day.

14.6 Preparation Time

Classroom teachers shall, in addition to their lunch period, have daily preparation time.

14.6.1 Elementary (K-6): A preparation period shall be set during on-site time but not during the time that their respective students are in attendance. Elementary teachers will be entitled to three consecutive hours of uninterrupted preparation time at the beginning of each school year starting with the 2003-2004 school year. The Preparation Days section of the contract shall be open for additional negotiation and adjustment by mutual agreement of the Association and the District. Elementary teachers shall have 20 Preparation Days; dismissal time shall be 1:00 PM on those days designated as preparation days.

There will be one (1) full day before the start of the instructional year dedicated solely for teacher preparation (no meetings will be scheduled that day). There will be one (1) teacher check-out day at the end of the year (student-free, end of the year).

14.6.1.1 Regular student day shall be:

8:15 – 2:45 Grades 4-6

8:15 – 2:25 Grades 1-3

8:15 – 1:45 Kindergarten

14.6.1.2 Professional Prep Days

8:15 – 1:00 4th, 5th, and 6th grades

8:15 – 1:00 1st, 2nd, and 3rd grades;

8:15 – 1:00 Kindergarten

14.6.1.3 The Association shall schedule twenty (20) Professional Prep Days for K-6 grade teachers during the school year. These days shall be scheduled on Tuesdays.

Elementary teachers are to be released from campus at 1:45 pm for Back-to-School Night and Open House. Each unit member shall be required to attend "Back-to-School Night" and Open House.

14.6.1.4 The purpose of the Professional Prep Days is for teacher-initiated professional preparation activities as previously agreed to. By March 15, 1995, each elementary site shall develop and implement a plan for providing a morning restroom break, as necessary, for certificated staff.

14.6.1.5 The Association shall submit the schedule of Professional Prep Days by the end of the preceding school year for District concurrence.

14.6.2 Junior High School (7-9): One (1) regular class period on a six-period day.

14.6.3 High School (10-12): One (1) regular class period on a six-period day.

14.6.4 Continuation High School: Two (2) periods per day to be shared between preparation and/or counseling.

14.7 Extended Contract

Unit members who voluntarily teach a class during their preparation period in order to fill a vacancy or complete offerings from a master schedule shall be remunerated in accordance with the following schedule:

Junior High School: One-sixth (1/6) of regular daily schedule

Calexico High School: One-fourth (1/4) of regular daily schedule

Other schools will maintain an appropriate ratio of periods per day. Extended contracts shall be kept to a minimum.

14.8 Non-Teaching Duties

14.8.1 Non-teaching duties means any duties which are required by the District which do not involve instruction of students, excluding faculty meetings. Such duties include, but are not limited to, collection of student monies, mandated attendance at advisory committee meetings, mandated meetings with parents, mandated attendance to "Back-to-School Night" and "Open House" activities; participation with student clubs and activities, and supervision of student dances.

14.8.2 Participation

Unit members should participate in the activities listed in Section 14.8.1.

14.9 Substitutions

14.9.1 Unit members may be asked to substitute for an absent teacher in an event of an emergency. If a unit member volunteers to substitute for an absent teacher, the volunteer shall be remunerated at a rate reflected in the salary schedule. This section shall apply only to grades 7-12.

14.9.2 K-6 unit members who substitute for three (3) hours shall receive (1) hour in-lieu time, to be taken at a time mutually agreed upon between the unit member and the site administrator. In determining accrued in-lieu time, hours worked are cumulative.

14.10 Elementary School Registers/Absence Verification

Elementary grade teachers are relieved of the responsibility of verifying absences but not of routine recording of excused absences of students. The contacting of parents or guardians for the purpose of attendance verification is a District responsibility. Elementary grade teachers will continue to be responsible for maintaining daily attendance folders. Further, except for the signing off and the recording of grades therein, elementary grade teachers will not be responsible for maintaining District registers.

14.11 Restructured School Day for Professional Development

Calexico Unified School District & ACT/CTA/NEA agree to permit each school site to develop a restructured schedule for the purpose of professional development. A restructured schedule refers to an instructional schedule that banks a portion of instructional minutes. Instructional minutes may be banked to create minimum days for a variety of staff development days. The instructional minutes shall remain the same and shall conform to instructional minute requirements set forth by the State of California. The restructured schedule shall remain flexible and may be implemented as the staff deems.

14.11.1 Elementary prep days shall remain as per contract (20 prep days, 12/11/02 settlement article 14.6). Elementary schools may elect to bank minutes to add professional development days. The restructured schedule must be agreed to by a majority of the teachers at the school site, the Administration, and the Association.

14.11.2 Elections

The Association and the District agree to collaborate together to monitor the election process via secret ballot. Elections will be held in April of the year prior to implementation.

ARTICLE XV
SUPERVISION OF NON-TEACHING PERSONNEL

15.1 Incorporation of Education Code

Sections 45350 through 45345, 35021 and 13340 of the Education Code, dealing with instructional aides, volunteer aides, and certificated teacher assistants (student teachers) are incorporated into this Agreement and shall be supplemented as follows:

- 15.1.1 Both the District and unit members shall endeavor to work cooperatively in the assignment of student teachers and instructional aides to the classroom.
- 15.1.2 Unit members may request to interview prospective classroom aides or student teachers prior to assignment. Site administrators shall consider any input offered by unit members regarding assignment of prospective instructional aides or student teachers.
- 15.1.3 Unit members may periodically discuss with the site administrator the performance of the classroom aides. When an unsatisfactory working relationship can be shown to exist between the unit member and an aide, the unit member may initiate a request that the aide be evaluated and/or reassigned.
- 15.1.4 The ultimate decision regarding assignment of instructional aides and/or student teachers rests with the District.
- 15.1.5 A unit member shall not be held accountable by the Board for any injuries caused or suffered by any of the non-bargaining unit personnel covered by this article.

ARTICLE XVI
SUPERVISING TEACHERS

16.1 Definitions

16.1.1 Student Teacher shall mean an unpaid interning teacher from an accredited college or university who is assigned to do practice teaching in a classroom in order to gain credit for their teacher credential.

16.1.2 Supervising Teacher shall mean a tenured classroom teacher currently assigned to a classroom with a minimum of three (3) years' teaching experience in the District.

16.2 Solicitation of Volunteers

The site administrator and, when appropriate, department chairperson shall contact potential supervising teachers to ascertain whether they are willing to serve as supervising teachers.

16.3 List of Qualified Volunteers

A confirmed list of qualified and willing unit members shall be provided to the supervising professor as a basis for selecting supervising teachers.

16.4 Rotation of Supervising Teacher Assignments

Once a supervising teacher has supervised student teachers for two (2) consecutive semesters, they shall be ineligible to supervise another student teacher until other potential supervising teachers have had equal occasion for supervision, unless there is no other supervising teacher available.

16.5 Exception to 16.1

In case of a one-person department or subject area, a student teacher may be placed with a unit member who does not qualify under paragraph 16.1, providing that the site administrator and the unit member involved concur that such placement is necessary.

16.6 Supervising Teachers

Supervising teachers shall receive a stipend to be paid by the second regular pay period after completion of the student teachers' assignments.

ARTICLE XVII
FACULTY MEETINGS

17.1 Schedule of Faculty Meetings

Meetings of the faculties of the respective schools of Calexico may be held at the end of the regular school day on the second Monday of each month. The third Monday of every month is reserved for ACT/CTA/NEA meetings. If the third Monday is a non-working day, then the ACT/CTA/NEA meeting shall be held on an alternative Monday as designated on the calendar negotiated between ACT and CUSD. Such meetings shall begin within ten (10) minutes after student dismissal time and shall be limited to one (1) hour duration.

17.2 Attendance of Faculty Meetings

Unless prior approval has been obtained from the site administrator, all personnel are expected to be present at faculty meetings held pursuant to Section 17.1. Employees are expected to report promptly to a faculty meeting. If a unit member is attending a training or meeting within the city of Calexico, and the meeting is scheduled to end at 2:30 p.m., or earlier, the unit member is expected to attend a meeting of the faculty scheduled for that day. If the training or meeting, taking place within the city of Calexico, ends after 2:30 p.m., the unit member will not be required to attend the meeting of the faculty as long as they provide administrator notification, for example, the input of an absence on an absence reporting system or an email to the administrator.

17.3 Announcement of Agendas for Faculty Meetings

Regular faculty meetings shall be held without prior announcement unless the building principal announces that no meeting shall be held. Agendas for faculty meetings shall be posted on the morning of the meeting indicating the subjects to be discussed.

17.4 Special Faculty Meetings

The principal of a school shall have the authority to schedule special meetings of the faculty of the school of which they are principal whenever they deem such special meetings to be actually necessary. No unit member shall be expected to attend more than one one-hour meeting per week, including the regularly called Monday meeting. Special meetings are defined as meetings that are not regularly scheduled and cover: grade-level, subject-area, curriculum, assessment data, accreditation, state-mandated testing, and emergency safety/crisis.

17.5 District-wide Faculty Meetings

If a situation exists which threatens the health and welfare of the students, the Superintendent of Schools shall have the authority to call general faculty meetings of the certificated staff of the entire District whenever they deem such meeting to be actually necessary.

- 17.6 Section 17.1 provides that said meetings shall begin within ten (10) minutes after student dismissal time and shall be limited to one (1) hour duration. Meeting agendas shall be Principal directed using feedback provided by school leadership. The District shall counsel site administrators regarding implementation of this section.
- 17.7 Meetings of the Faculty, for example, department, grade-level, and professional learning community (PLC) meetings shall be limited to the dissemination of information to employees and the discussion and/or analysis of that information by attendees, which may include district and school initiatives, accreditation, SPSA, lesson and assessment analysis and adjustments.

ARTICLE XVIII
FRINGE BENEFITS FOR RETIREES

The following provisions shall determine the conditions of eligibility and payment of Early Retirement Benefits to full-time certificated employees:

18.1 Fringe Benefits for Retirees

18.1.1 Eligibility

- 18.1.1.1 Any employee who turns fifty-five (55) years of age may retire and qualify for any retirement benefits specified in the collective bargaining agreement or offered on a one-time basis.
- 18.1.1.2 The employee must have rendered ten (10) years of credited service to the District immediately before retirement.
- 18.1.1.3 Verification must be established that the employee has filed their application for regular retirement benefits, not a Disability Allowance, with the State Teachers Retirement System or has submitted an annual notarized affidavit stating that they have not or will not engage in gainful employment as a regular employee under the jurisdiction of the above retirement system.
- 18.1.1.4 The employee must be a member of the health plan from which they are requesting early retirement benefits for one (1) year prior to application.
- 18.1.1.5 Employees eligible to retire must inform the District of their intent to retire by February 15 of each year in order to qualify for any retirement benefit specified in the collective bargaining agreement or offered on a one-time basis. Those certificated unit members that notify the District by February 15 (18.1.1.6 and 18.4) shall receive the existing \$5,000 early retirement notification bonus.

18.1.2 Spousal Coverage

- 18.1.2.1 The spouse of the employee will be afforded health insurance coverage provided the employee petitions for their spouse at the time of retirement or the eligible employee predeceases the submission of a notice of retirement or petitioning for their spouse (In memory of Idelfonso “Al” Gutierrez, 1943-1999).
- 18.1.2.2 The eligible spouse of the employee shall be afforded health benefits commensurate with the retiree’s eligibility period.

18.1.2.3 Only the named spouse at the time of the employee's retirement shall qualify under the benefits of this plan.

18.1.3 Term of Coverage

18.1.3.1 The coverage of the health insurance plan shall be for a period not to exceed ten (10) years and between the ages of fifty-five (55) and sixty-five (65).

18.1.3.2 Surviving spouse (not a District employee on early retirement): District to pay insurance premiums for balance of time due employee.

18.1.3.3 Surviving spouse (also an employee on early retirement): District to pay insurance premiums for duration of surviving spouse's eligibility.

18.1.3.4 The remarriage of the surviving spouse automatically cancels coverage under this plan.

18.1.4 Health Plan Premium

18.1.4.1 The District will pay for the premium cost for health benefit coverage for both the retiree and the eligible spouse at the annual approved premium rate, but not to exceed the total dollar amount allotted to full-time employees in service with the District.

18.1.4.2 In the event the premium cost for the retiree and eligible spouse exceeds the total amount allotted employees in service with the District, an option will be given the retiree to make supplementary payments to the District in order to maintain coverage for their spouse; otherwise, the District's contribution shall be limited to the premium of the retiree's health coverage.

18.1.5 Disqualification

Any retiree or spouse whose employment or eligibility status violates the provisions specified in this Article shall be automatically disqualified from receiving further benefits under the prescribed Early Retirement Benefit Plan.

18.2 Phase-In Retirement Program

18.2.1 Scope of Program

18.2.1.1 It shall be the policy of the Board of Trustees to make available to certificated employees pre-retirement benefits and employment opportunities for a period of not more than five (5) years which will enable employees to consider cutting their work load to half-time employment before taking their retirement.

18.2.1.2 The benefits and opportunities shall become effective and shall cover employees who cut their work load to half-time employment after this date.

18.2.2 Purpose

18.2.2.1 To provide a reduction in work load before retirement for certificated employees of the District.

18.2.2.2 To provide financial benefits for the District and for the part-time certificated employees.

18.2.2.3 To provide employment opportunities for employee phasing into retirement and personnel seeking entrance into teaching.

18.2.2.4 Participation in the program shall be at the option of the employee with approval of the Board.

18.2.3 Eligibility

18.2.3.1 Eligibility for Phase-In Retirement shall be after a total of ten (10) years of service in the District, including full-time employment within the immediate preceding five (5) years as related to STRS.

18.2.3.2 Any type of service that warrants contribution to STRS shall be considered as service time.

18.2.3.3 Credit for a full year of service shall be granted for any year in which the employee has made a full year's contribution to STRS.

18.2.3.4 Breaks in years of service for any reason (except for the preceding five [5] years) will not disqualify employees from eligibility providing their full-time service in the District totals ten (10) years.

18.2.4 Compensation/Conditions

18.2.4.1 During this phase-in program, the employee shall receive full fringe benefits in the same manner as a full-time employee up to a period of five (5) years.

18.2.4.2 The employee's salary shall be determined according to where their regular placement on the District salary schedule would be if working full-time. Regular increments, bonus pay, class and step change shall apply, except that the salary shall be one-half (1/2) of the normal amount.

18.2.4.3 Employee and employer must make STRS contributions as required for full-time employment.

- 18.2.4.4 The part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the employee's contract of employment during their final year of service in a full-time position.
- 18.2.4.5 The salary at a full-time rate shall be paid to the employee during the first semester. No salary payments will be made the second semester.
- 18.2.4.6 Necessary STRS deductions will be made as directed by the payroll procedures established by the Imperial County Superintendent of Schools' Office.
- 18.2.4.7 Upon full retirement, the employee shall receive the current District retirement benefits.
- 18.2.4.8 Employment activities would include all employment as allowed under the individual's specific credential.
- 18.2.4.9 Certificated employees choosing this Phase-In Retirement Program shall be ineligible to participate in other types of District retirement plans.

18.3 Early Retirement Consultant Program

18.3.1 Early Retirement Option

- 18.3.1.1 It shall be the policy of the Board of Trustees to make available to certificated employees certain post-retirement benefits and employment opportunities which will enable an employee to consider retiring before reaching the age of sixty-five (65).
- 18.3.1.2 The benefits and opportunities shall become effective and shall cover employees who retire after that date.

18.3.2 Purpose

- 18.3.2.1 To provide early retirement incentives for certificated employees of the District.
- 18.3.2.2 To allow the District to benefit from the professional experience of retiring certificated employees.
- 18.3.2.3 To provide financial benefits for the District and for the retiring certificated employees.
- 18.3.2.4 To provide employment opportunities for personnel seeking entrance into teaching.

18.3.2.5 Participation in the program shall be at the option of the employee with approval of the Board.

18.3.3 Eligibility

18.3.3.1 Any certificated person with District approval shall be eligible for the benefits as follows:

- (a) Upon effective date of retirement under STRS.
- (b) After a total of ten (10) years of service including full-time employment within the immediate preceding five years in the District, as related to STRS.
 - (1) Any type of service that warrants contribution to STRS shall be considered as service time.
 - (2) Credit for a full year of service shall be granted for any year in which the employee has made a full year's contribution to STRS.
 - (3) Breaks in years of service for any reason will not disqualify an employee from eligibility provided they were employed full-time within the immediate preceding five (5) years.

18.3.4 Benefits

18.3.4.1 The District will contribute toward the early retiree's health and accident coverage an amount established at the single party rate.

18.3.4.2 If the employee's spouse was previously covered under the District's health and accident insurance policy, the employee (retiree) may elect to continue this coverage at their own expense during the retiree's participation in this Early Retirement Incentive Program.

18.3.5 Compensation/Conditions

18.3.5.1 The employee must be eligible for District retirement benefits.

18.3.5.2 They shall serve thirty (30), eight-hour (8-hour) days per year doing contracted activities assigned by the Superintendent or designee.

18.3.5.3 Contract services to be excluded shall be substitute teaching, supervision and evaluation of certificated employees, and supervision of pupils.

18.3.5.4 Service may be performed for a maximum of five (5) years or until age sixty-five (65), whichever comes first. The employee may elect to discontinue

service under this option at the end of any year, but then they may not re-enter the program.

- 18.3.5.5 The compensation shall not exceed \$5,000 nor 50 days of consultant service as an independent contractor.
- 18.3.5.6 The individual shall be considered as having an independent contract with the District as a self-employed person.
- 18.3.5.7 Certificated employees choosing this Early Retirement Option Program shall be ineligible to participate in other types of District retirement programs.
- 18.3.5.8 The consultant shall provide workman's compensation insurance or self-insure their services.
- 18.3.5.9 Contractual obligations relative to pay, work days, and fringe benefits shall be assumed by the District, providing the consultant (retiree) fulfills the contractual agreement.
- 18.3.5.10 Conditions of the assignment provided by the agreement are subject to annual review.
- 18.3.5.11 The consultant (retiree) shall assume all expenses including, but not limited to travel and clerical costs incurred from outside the District in connection with the performance of the contracted services.

18.4 Early Retirement Bonus

Effective July 1, 2022, a retiring unit member will receive a retirement incentive of \$5,000 at the time of their last paycheck. To be eligible the employee must announce their retirement in writing to the District by February 15. In the event that the employee rescinds their retirement, the payment must be reimbursed to the District within six months of revocation.

**ARTICLE XIX
SALARIES AND BENEFITS**

19.1 Salary

19.1.1 2023-2024: 8.22% ongoing salary schedule increase, retroactive to July 1, 2023, with the addition of new steps in each column of the Certificated Employees Salary Schedule.

The Salary Schedules for all unit members are as follows:

Appendix 'D': Certificated (TK-12)

Appendix 'E': Pre-School

*Adult Education refer to Appendix 'D'

19.2 Copy of Salary Schedule

Each unit member shall receive a copy of the new salary schedule when the increase appears in their paycheck.

19.3 Health and Welfare Benefits

19.3.1 Effective July 1, 2022, and each year thereafter, the maximum District contribution for a unit member's health and welfare benefits premiums shall be as follows:

- \$10,000 per plan year for single coverage premiums
- \$17,000 per plan year for single plus one coverage premiums
- \$21,500 per plan year for family coverage premiums

These amounts shall constitute an exact dollar cap for District contributions to health and welfare benefits. If the cost of a unit member's health and welfare benefit plan exceeds the exact dollar cap specified above, the unit member shall be subject to mandatory tenths payroll deductions to cover the difference between the cost of the plan and the maximum District contribution.

When both spouses and/or domestic partners are active benefit eligible District employees, one spouse/domestic partner shall opt out of health and welfare benefits and maintain dependent coverage through their spouse/domestic partner. Calexico Unified shall pay 100% for full family coverage for the remaining plan. If one spouse ends employment with the District, not including retirement, then the spouse remaining employed by the District shall have their health coverage restored to that of a certificated employee who does not have a spouse in the District.

An employee may waive medical insurance coverage with the District, subject to providing sufficient written proof of other group/spousal/partner coverage.

19.3.2 The District will offer dental, vision and life insurance and will contribute 100% toward the cost of providing such insurance benefits. The life insurance benefit for the unit shall be no less than the benefit provided to other bargaining units.

19.3.3 Survivor benefits.

In the case of the untimely death of a unit member, the surviving spouse and the dependent will receive health benefits for the balance of the school year or six months, whichever is longer.

19.3.4 Health Committee: A joint committee made up of representatives of the bargaining unit and the District will meet to analyze utilization of benefit plans, levels of coverage, quality of services, co-payment rates, broker (third party administrator and/or consultant) and alternative benefit programs and rates in order to make recommendations for cost saving measures.

19.4 Salary Schedule

19.4.1 Earned Credits

All earned credits shall be in semester units.

19.4.2 Outside Credit

Newly hired certificated employees shall be credited with no more than eight years of prior certificated experience and will be placed no higher than the ninth step of the appropriate column of the salary schedule. (All newly hired certificated employees with previous experience are entitled to credit for up to eight years of prior service.)

Effective July 1, 2010, the starting salary for a teacher who holds, or is eligible to hold, a California Preliminary or Clear (or equivalent) credential shall be step three (3) within the appropriate column. The credential evaluation performed by the Imperial County Office of Education shall be used to determine an employee's credential status for the purpose of salary schedule placement.

19.4.3 Eligibility for Placement

In determining unit member status on the salary schedule, no credit shall be allowed for less than seventy-five percent (75%) of a school year.

19.4.4 Change in Salary Classification

Unit members anticipating change in classification shall notify the District Office of this intention prior to July 1st of the ensuing school year. This is necessary for budgetary

reasons.

The District shall notify each unit member of the deadline involving “Change in Salary Classification” by April 1 of each school year. The notification shall also include the appropriate form to be filled out by the unit member. The notification and form shall be developed jointly by the Association and the District.

19.4.5 Proof of Degree and Credential

Unit members shall furnish proof of degree and type of credential held in order to determine status on the salary schedule.

19.4.6 Pay for Additional Service

For additional services, an amount over and above the salary schedule may be set by the Board based upon a factor of the unit member's salary schedule unless such additional pay is provided for elsewhere in this Agreement.

19.4.7 Junior College Hours

No junior college semester hours shall be allowed for placement on the salary schedule if such semester hours were secured after having received a Bachelor's degree.

Exception: A regular credentialed teacher may take Spanish or other lower division classes and qualify for placement on the salary schedule if approved beforehand by the Superintendent.

19.5 Bilingual Credential

Certificated employees employed in the bilingual program, who hold a Bilingual-Bicultural credential or certificate of competency, shall be paid in accordance with the amount stated in Appendix “F” for as long as they remain in the program. Payment for assignment in bilingual program will be made as follows:

19.5.1 Full-time assignment: See Appendix “F”

19.5.2 Part-time assignment: Prorated as to the number of periods in a bilingual assignment.

If compliance with state or federal law requires that a position be designated as requiring a BCLAD credential or equivalent, then the teacher assigned to that position must have BCLAD credential or equivalent and shall be paid a bilingual stipend.

19.6 Special Education Credential

Credentialed Special Education unit members shall receive \$2,500 per year in addition to their contract salary for as long as they remain in the program.

19.7 Speech Pathologist

Credentialed Speech Pathologists shall receive a 18% increase to their base salary in lieu of the Special Education stipend [§19.6].

19.8 Extra-Curricular Salaries

Extra-curricular activities shall be remunerated according to the schedule in Appendix 'F'.

19.9 Hourly Rate

The hourly rate for tutorial, home teaching, driver's education (behind the wheel), noon-duty, detention, on-call substitutes, and other services where an hourly rate is applicable shall be calculated at Step 3, Column I, divided by 185 days, divided by 6.417 hours.

19.10 Unit member Travel

19.10.1 Rate of Pay: Any unit member required to use their personal automobile in the performance of assigned duties shall be entitled to monthly mileage reimbursement at the rate established for employee by the Board by Education.

19.10.2 Mileage Restriction: Mileage allowance shall not be paid for travel to and from the unit member's residence.

19.11 Summer School Hours and Pay

19.11.1 Summer school shall be 21 work days.

19.12.1.1 High School: 6.5 hour work day, of which 30 minutes shall be dedicated to prep time (7:45 a.m. – 8:00 a.m. and 2:30 p.m. – 2:45 p.m.). A 30 minute unpaid duty-free lunch shall apply. The work day shall begin at 8 a.m. and conclude at 3 p.m.

19.12.2 The first teacher work day shall be determined by the District. This will be a teacher prep day with 4.5 hours of teacher preparation time (8 a.m. – 12:30 p.m.). The administration shall call for a staff meeting on this day in the afternoon. Teachers shall be paid hourly (or a portion thereof [example: a 1.5 hour meeting shall be paid as 2 hours]) for the staff meeting.

19.12.3 The first student contact day shall be determined by the District.

19.12.4 The District shall announce their intention to offer summer school no later than May 1 of each school year. All deadlines in 12.6.4.1 shall remain in force.

19.13 Agricultural Teachers

19.13.1 Teachers assigned to the Agricultural Program shall be paid a stipend in accordance with Appendix “F”. In addition to the stipend, any teacher assigned to the Agricultural Program will be entitled to his or her daily rate of pay for 19 days above the standard teacher work year. In the event that a teacher is less than 1.0 FTE, said employee will be compensated a pro-rated share of the additional days and stipend.

19.14 Stipends

Effective July 1, 2022, the stipend schedule in Appendix ‘F’ shall increase by the same percentage increase as agreed to for the ongoing salary increase for the certificated salary schedule, effective the 2023-2024 school year or after.

19.15 School Psychologists

19.15.1 Salary placement based on the certificated salary schedule beginning on Step 8.

19.15.2 All Psychologists advance 7 steps. (Example: a Psychologist with 20 years of contractually recognized experience will begin next school year on Step 28.)

19.15.3 Psychologists without prior experience shall be placed on Step 8.

19.15.4 Psychologists with prior experience are placed using the following formula: Number of years accepted by ACT/CUSD Contract [currently up to 7] plus 7 steps. (Example: Psychologist comes to the District from El Centro with 5 years’ experience, then you will add 7 steps to the 5 years (will have 12 years completed) and unit member will begin on Step 13.)

19.15.5 Salary Schedule Column and Steps/185 contract days = daily rate.
Daily rate x 206 days = contract amount.

19.15.6 Psychologist work year shall be 206 days.

19.16 School Nurses

19.16.1 Salary placement based on the certificated salary schedule beginning on Step 8.

19.16.2 Nurses advance seven steps. (Example: a Nurse with two years of contractually recognized experience will begin next school year on Step 10.)

19.16.3 Nurses without prior experience shall be placed on Step 8.

19.16.4 Nurses with prior experience are placed using the following formula: Number of years accepted by ACT/CUSD Contract [currently up to 8] plus 7 steps. (Example: Nurse comes to the District from El Centro with 5 years’ experience, then you will add 7 steps to the 5 years (will have 12 years completed) and unit member will begin on Step 13.)

19.16.5 Salary Schedule Column and Steps/180 contract days = daily rate.
Daily rate x 218 days = contract amount.

19.16.6 Nurse work year shall be 218 days.

19.17 Counselors

19.17.1 Ten days shall be added to the 185-day work year and compensated at their daily rate.

ARTICLE XX
CONCERTED ACTIVITIES

20.1 No Strike Clause

It is agreed and understood that there will be no strike by the Association or by its officers, agents, or members during the term of this Agreement.

20.2 Association Responsibility

In the event of a strike, the Association agrees in good faith to take all reasonable steps to cause those employees to cease such action.

20.3 Violation by Employee

It is agreed and understood that any employee violating this article may be subject to discipline by the District.

20.4 No Lock-Out Clause

It is agreed and understood that there will be no lock-out by the Board or its officers, agents, or members during the term of this Agreement.

20.5 Board Responsibility

In the event of a lock-out, the Board agrees in good faith to take all reasonable steps to cause those employees or members to cease such action.

20.6 Violation by District

It is understood that in the event this article is violated, the unit member shall be entitled to grieve as provided for in this Agreement.

ARTICLE XXI
JOB SHARING AND OTHER PART-TIME ASSIGNMENTS

21.1 Definition

The District shall make job sharing and other part-time assignments available. These assignments shall be made available when the District determines their need.

21.2 Requirements

21.2.1 The unit member initiating the request for job sharing or other part-time assignment must have attained tenure in the District.

21.2.2 New applicants or unit members may apply for the District advertised part-time or job sharing assignment(s).

21.2.3 In the event one of the job sharing partners is unable to complete their portion of the original assignment, the remaining unit member agrees to:

21.2.3.1 return to full-time status;

21.2.3.2 job share with another employee;

21.2.3.3 or other agreed upon status.

21.3 Work Ratio Formulas

The formula to determine the work ratio will be based on the relationship that the employee's work assignment bears to the work assignment of a full-time position. Ratios by grade levels:

21.3.1 Elementary Level – To be determined by the number of teaching hours on site;

21.3.2 7-12 Level – To be determined by periods taught versus full-time assignments;

21.3.3 Independent Studies – To be determined on an hourly basis;

21.3.4 Adult Education Program – To be determined on an hourly basis;

21.4 Length of Contract

The job sharing assignment may be of one year duration and renewable upon the mutual consent of the parties. The District may, at its discretion, terminate the job sharing or other part-time assignment plans at any time. Should this occur, the District may reassign or transfer the employees as it determines to be appropriate. Each job sharing or other part-time assignment plan will be reviewed annually. If it is determined that the job sharing assignment will not be continued, the unit members will be assigned to vacant positions for which they are properly

credentialed for the following year.

A unit member who serves in a part-time or job sharing assignment and who wishes to return to duty full-time may transfer to an equivalent position they are credentialed to fill. If an equivalent position does not exist at the time, then the employee may be required to wait until such a position becomes available. Alternatively, the employee has the right to be assigned to a position occupied by a certificated employee under temporary employment contract the ensuing school year if notice of desire to return to full-time service is given no later than March 15 of the present year.

21.5 Compensation

Any employee approved for this program shall be eligible for salary on a prorated basis. They shall be eligible for Health benefits when they work 20 hours or more (for hourly positions), or when the employee works at least 50% of a comparable full-time equivalent salaried position.

An employee may be required to pay a fraction of the premium in order to participate in the insurance program. The amount shall be determined as follows: The District's monthly contribution toward the full health benefit program (major medical, life and vision) shall be reduced by the same ratio that the employee's work assignment bears to a full-time assignment. This shall be known as the District's adjusted allocation. The difference between the adjusted District allocation and the monthly premium for the major medical insurance alone shall constitute the employee's contribution necessary to participate in the major medical insurance program. The employee shall participate in the major medical insurance program and also has a right to buy into the life insurance and vision plan the District provides full time employees.

21.6 Request Procedure

All applications for a job sharing or other part-time assignment must have the approval of the site principal and the District administration prior to submission to the Board for consideration. The Calexico Unified School District Board of Education will make the final decision of approval.

The unit member initiating the request for job sharing is another unit member who would be willing to participate.

The job sharing unit member shall submit a written work plan for approval which outlines how the responsibilities of the assignment will be divided. The plan must address the following:

21.6.1 Teaching responsibilities, i.e., lesson plans, organization, instructional schedule, areas of responsibilities, etc.

21.6.2 Responsibilities for adjunct duties, i.e., staff meeting, district inservice, parent conferences, field trips, etc.

21.6.3 Communication system between sharers and others.

21.7 Salary Schedule Advancement

For purposes of advancement on the salary schedule, prorated basis experience will be accumulated annually. Accumulation of service time equivalent to a full year of service shall constitute a full year of experience.

ARTICLE XXII
EFFECT OF AGREEMENT

- 22.1 This Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms during the duration of this Agreement. The Board agrees to amend its written policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement. This Agreement shall not be interpreted or implied to provide unit members with professional or other advantage heretofore enjoyed unless expressly stated herein.
- 22.2 The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or law from compromise through negotiations; and that the understandings and agreement arrived at after the exercise of that right and opportunity set forth herein. Except for new contract negotiations and reopeners as provided for in this Agreement, neither party shall negotiate any additional item during the duration of this Agreement unless mutually agreed upon by ACT/CTA/NEA and the District.
- 22.3 If any provision of this Agreement or any application thereof to any unit member is held by the highest court of the State or by a Federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision; but all other provisions or applications shall continue in full force and effect.
- 22.4 Should a provision or application be deemed invalid, as described in paragraph 22.3, the Board shall reinstate any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet no later than twenty (20) days after such court decision to negotiate the provision(s) affected.
- 22.5 The Exclusive Representative agrees that it will neither take, nor threaten to take, any reprisals against any management employee or Board member regarding any action on the part of such persons in the official exercise of their duties.
- 22.6 Any individual contract between the Board and any individual unit member shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this agreement shall be controlling.
- 22.7 There shall be two (2) signed copies of the final Agreement for recordkeeping purposes. One (1) copy shall be retained by the District and one (1) by ACT/CTA/NEA.

Appendix 'A'

Teacher _____ School _____
Subject or Grade _____ Date of Evaluation _____

**CALEXICO UNIFIED SCHOOL DISTRICT
EVALUATION OF TEACHING PERFORMANCE**

Use the following in indicating the quality of the teacher's performance.
(1) "S" – Satisfactory (2) "N" – Needs Assistance (3) "U" – Unsatisfactory

I. Instructional Procedure

- A. Makes effective daily preparation _____
- B. Individualizes instruction when appropriate _____
- C. Shows skill in classroom organization and procedure _____
- D. Demonstrates skill in presenting subject matter _____
- E. Creates favorable learning environment _____
- F. Meets anticipated instructional objectives _____

II. Classroom Control

- A. Obtains courteous attention when necessary _____
- B. Handles normal behavior problems successfully _____
- C. Maintains classroom environments which is not disruptive to surrounding classrooms _____

III. Teacher-Staff Relations

- A. Submits required records _____
- B. Cooperates with other members of staff _____

IV. Punctuality

V. Adherence to Goals and Objectives as Per 9.3.1.3

VI. Comments:

SEE ATTACHED

(If necessary, use reverse side)

VII. List of Adjunct Duties or Activities Attached

Yes _____ No _____

SEE ATTACHED

Evaluator's Comments:

Evaluatee's Comments:

Signed: _____
Evaluator

Signed: _____
Evaluatee

**CALEXICO UNIFIED SCHOOL DISTRICT
OBSERVATION FORM**

Name of Evaluatee: _____
School: _____
Name of Evaluator: _____
Date of Observation: _____

Time of Observation: From: _____ to _____

Subject(s) being taught: _____

The Students Observed: Number present _____

Grade level: _____ Ability level (if applicable) _____

The Nature of the Activities observed (e.g., discussion, lecture, testing, individual study, working on projects, use of materials)

COMMENTS:

I. Apparent Student Achievement –

II. Learning Environment –

SEE ATTACHED

III. Student Control –

IV. Instructional Procedure –

V. Other

Date: _____ Signed (Evaluator) _____
Date: _____ Signed (Evaluatee) _____

(The Evaluatee's signature does not constitute endorsement of the observer's notations but is recognition that discussions have taken place.)

Evaluatee's comment – (optional)

APPENDIX 'C'

CALENDAR FOR EVALUATIONS

On or before October 15	Identify evaluator. Formal Observation requires one day notification and evaluation conference within five (5) days thereafter.
March 1	The evaluator will complete district Observation Form and a conference based on at least one classroom visitation for each permanent evaluatee. Permanent (tenured) unit members vested less than 10 years with CUSD, shall be evaluated every 2 years. Permanent (tenured) unit members, vested 10 years or more with CUSD and having received an evaluation with all satisfactory marks, shall be evaluated every 5 years. Probationary and temporary unit members shall be evaluated twice each school year.
March 15	Superintendent forwards to employee and the governing board notices of intent to not reemploy.
Thirty (30) work days prior to the end of the school year	Completion of summary evaluation report and conference
Five working days later	By this date, any written responses to evaluation must be attached to all copies of appropriate documents. Prior to close of school, an additional conference between the evaluator and evaluatee must be held if the evaluatee requests it.



**2023-2024 School Year
 Certificated Employees Salary Schedule
 Effective July 1, 2023**

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	60,161	63,772	67,380	70,989	74,599	78,208
2	63,470	67,080	70,688	74,298	77,906	81,517
3	66,778	70,387	73,997	77,607	81,218	84,826
4	70,088	73,697	77,306	80,917	84,525	88,135
5	73,396	77,005	80,616	84,225	87,834	91,444
6	76,705	80,314	83,924	87,533	91,144	94,752
7	80,012	83,624	87,232	90,842	94,451	98,060
8	83,323	86,931	90,541	94,152	97,761	101,371
9	86,631	90,240	93,851	97,460	101,069	104,679
10	89,941	93,550	97,159	100,769	104,377	107,987
11	93,249	96,858	100,467	104,076	107,688	111,297
12	96,208	100,167	103,776	107,385	110,996	114,605
13	98,372	102,701	107,085	110,696	114,304	117,914
14	-	104,865	109,194	112,441	116,769	121,098
15	-	-	111,358	114,003	118,988	122,598
18	-	-	-	115,687	121,098	124,345
20	-	-	-	117,314	122,295	125,905
23	-	-	-	121,098	125,427	128,674
25	-	-	-	124,345	128,674	130,838
28	-	-	-	-	131,920	136,249
30	-	-	-	-	138,522	145,015

CLASS I Bachelor's Degree
 CLASS II Bachelor's Degree + 15 Upper Division/Grad. Credits (Sem. Hrs.)
 CLASS III Bachelor's Degree + 30 Upper Division Grad. Credits
 CLASS IV Bachelor's Degree + 45 Upper Division Grad. Credits
 CLASS V Bachelor's Degree + 60 Upper Division Grad. Credits
 OR Bachelor's Degree + 45 Upper Division Grad. Credits AND Master's
 CLASS VI Bachelor's Degree + 60 Upper Division Grad. Credits AND Master's

(Back-side of Salary Schedule – Appendix D)

RULES AND REGULATIONS OF THE SALARY SCHEDULE

EXPERIENCE: Newly hired certificated employees shall be credited with no more than eight years of prior certificated experience and will be placed no higher than the ninth step of the appropriate column of the salary schedule. One (1) year of experience, or major portion thereof, will represent one (1) step. In determining unit member status on the salary schedule, no credit shall be allowed for less than seventy-five percent (75%) of a school year. [19.4.3]. Hourly teaching as well as prior experience working under an emergency permit and/or per-intern or intern credential shall not be credited for salary placement.

PLACEMENT ON SALARY SCHEDULE:

Effective July 1, 2010, the starting salary for a teacher who holds, or is eligible to hold, a California Preliminary or Clear (or equivalent) credential shall be step 3 within the appropriate column. The credential evaluation performed by the Imperial County Office of Education shall be used to determine an employee's credential status for the purpose of salary schedule placement.

MILITARY & PEACE CORP. ALLOWANCE: Military credit shall be allowed as follows: One step for two- or three-year's service; two steps for four or five years; and three steps for six or more. All service (teaching, military & Peace Corps) shall be verified by official documents and shall not result in placement beyond Step 5.

CHANGES IN SALARY: All advances on the salary schedule (for increment purposes) shall take place only at the beginning of the new school year. Unit members anticipating change in classification shall notify the District Office of this intention prior to July 1st of the ensuing school year. [19.4.4]

UNITS ACCEPTABLE FOR SALARY CREDIT: Units for salary credit shall be verified as upper division or graduate level by official transcripts from regularly accredited institutions and shall be taken subsequent to the date of the bachelor's and/or master's degree. All certificated employees shall furnish transcripts of credit to determine classification status.

OTHER RATES OF PAY:

Summer School: Each summer school teacher will receive the negotiated hourly rate, as noted on [19.9]

Bilingual Education: Certificated employees employed in the bilingual program, which hold a Bilingual-Bicultural credential or certificate of competency shall be paid an additional \$2,366 per year above their regular salary for as long as they remain in the program. Payment for assignment in bilingual program will be made as follows:

Full time assignment: \$2,366 [19.5.1]

Part-time assignment: Prorated as to the number of periods in a bilingual assignment [19.5.2]

Special Education: Credentialed Special Education unit members shall receive \$2,500 per year in addition to their contract salary as long as they remain in the program. [19.6]

Speech Pathologist: Credentialed Speech Pathologist shall receive a 18% increase to their base salary in lieu of the Special Education stipend. [19.7]

Hourly Rate: The hourly rate for tutorial, home teaching, driver's education (behind the wheel), noon duty, detention, on-call substitutes, and other services where an hourly rate is applicable shall be calculated at STEP 3, CLASS I divided by 185 days, divided by 6.417 hours. The current hourly rate is **\$56.25**. [19.9]



2023-2024 School Year

Children's Center Permit Teachers Salary Schedule

Effective July 1, 2023

Years of Experience	Step		Annual Salary
0	1	\$	43,972
1	2	\$	45,073
2	3	\$	46,200
3	4	\$	47,354

Maximum of two years of experience granted at time of hiring.

Board Approved 12/14/2023

APPENDIX F
Effective July 1, 2023

Title **2023-2024**

CHS Athletics

Athletic Director	\$11,828
Football Varsity Coach	\$9,463
Football Varsity Head Assistant	\$7,097
Head Coaches	\$4,731
Assistant Coaches	\$3,312
HS Cheer Advisor	\$4,731
Assistant Varsity Cheer Coach	\$3,312
JV Cheer Advisor	\$3,312
Drill Team Advisor	\$1,893

Junior High Athletics

JH Athletic Director	\$4,731
JH Coaches	\$2,366
JH Drill Team & Cheerleading Advisor	\$2,366

Other Athletics

Elem. Recreation Director	\$1,420
Aurora Sports Activities	\$946

Department Chairs

Department Chairs	\$2,366
-------------------	---------

Music

HS Music Director	\$5,677
HS Music Teacher	\$3,786
Choral Director	\$1,893
JH Band Director	\$3,786

Yearbook, ASB, Class Advisors

Yearbook (Annual) Advisor	\$2,839
Aurora ASB/Yearbook (Annual) Advisor	\$2,366
ASB (CHS Main)	\$7,097
ASB Advisor	\$2,839
Senior Class Advisor	\$2,366
Junior Class Advisor	\$2,366
Sophomore Class Advisor	\$1,893
Freshman Class Advisor	\$1,893

Other

Agriculture Education	\$5,677
Special Education	\$2,500
Bilingual Education	\$2,366
AVID Coordinators	\$2,381
Speech/Debate Coach	\$1,893
WASC Director	\$3,786

* <i>Induction Mentor</i> (based on County Induction Agreement)	\$2,000
--	---------

The stipend schedule in Appendix F shall increase by the same percentage increase as agreed to for the ongoing salary increase for the certificated salary schedule, effective the 2023-2024 school year or after with the exception of the Special Education and Induction Mentor stipends.

CALEXICO UNIFIED SCHOOL DISTRICT
GRIEVANCE FORM

Grievant(s): _____ School/Office: _____ Date: _____

Date of Incident: _____ Date of Informal Level: _____

INFORMAL LEVEL

Specify the provision(s) including the Article(s) of the contract which are allegedly misinterpreted or improperly applied:

Statement of nature of grievance and summary of specific events which led to the grievance including date(s) and location: (If more space is required, attach sheet)

I give full authority to ACT and its representatives to act on my behalf at all levels of this grievance.

GRIEVANT(S) SIGNATURE DATE

SUPERVISOR SIGNATURE DATE

=====

PRINCIPAL/SUPERVISOR DISPOSITION

=====

FORMAL LEVEL I

DATE SUBMITTED TO FORMAL LEVEL I

Disposition of grievance at Formal Level I • ATTACHMENTS: Supervisor's response and disposition of Formal Level I

PRINCIPAL/SUPERVISOR SIGNATURE DATE

GRIEVANT(S) SIGNATURE DATE RESPONSE RECEIVED

SUPERINTENDENT'S DISPOSITION

FORMAL LEVEL II

DATE SUBMITTED TO FORMAL LEVEL II

Disposition of grievance at Formal Level II • ATTACHMENTS: (1) Reasons for appeal (2) Superintendent's Disposition to Formal Level II

SUPERINTENDENT'S SIGNATURE DATE

GRIEVANT(S) SIGNATURE DATE RESPONSE RECEIVED

(Submit in quadruplicate (1) Supt. (2) Grievant(s) (3) Supervisor (4) Board)

BOARD'S DISPOSITION

FORMAL LEVEL III

DATE SUBMITTED TO FORMAL LEVEL III

Disposition of grievance at Formal Level III • ATTACHMENTS: (1) Reason(s) for appeal (2) Board's disposition to Formal Level III

BOARD PRESIDENT'S SIGNATURE DATE

GRIEVANT(S) SIGNATURE DATE RESPONSE RECEIVED

(Submit in quadruplicate (1) Supt. (2) Grievant(s) (3) Supervisor (4) Board)

BINDING ARBITRATION

FORMAL LEVEL IV

PART I

DATE OF REQUEST FOR ARBRITRATION

DATE OF HEARING

Arbitrator's Recommendation—Attachment

GRIEVANT(S) SIGNATURE DATE

ARBITRATOR'S SIGNATURE DATE

SUPERVISOR'S SIGNATURE DATE

PART II – APPEAL TO BOARD

DATE SUBMITTED TO BOARD

DATE OF HEARING

Disposition of grievance by the Board • ATTACHMENTS: Action of the Board

BOARD PRESIDENT'S SIGNATURE DATE

APPENDIX 'H'

Calexico Unified School District

Waiver of Union Representation

I, _____, acknowledge that I have been apprised of my right to select a representative from the Associated Calexico Teachers to participate in an investigation along with the Superintendent to determine the truth of complaints brought against me. I have been provided a copy of Section 9.5.1.5 of the Collective Bargaining Agreement which explains this right.

I further acknowledge that I do not wish to exercise the option described above, and I have instead chosen to waive my right to have a representative from the Associated Calexico Teachers participate in the investigation.

Date: _____ Signature: _____