



**Columbia Union Teachers
Association**

Certificated Master Agreement

July 1, 2022 - June 30, 2025

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CUTA Certificated Master Agreement

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Article 1

Agreement

- 1.1 THIS AGREEMENT is made and entered into this 1st day of July 2022 by and between the COLUMBIA UNION SCHOOL DISTRICT GOVERNING BOARD (hereinafter referred to as the "**District**") and the COLUMBIA UNION TEACHERS ASSOCIATION (CUTA/California Teachers Association/National Education Association [CUTA/CTA/NEA] hereinafter referred to as the "**Association**"), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (hereinafter referred to as the "Act").
- 1.3 This agreement shall remain in full force and effect from July 1, 2022, through and including June 30, 2025.
- 1.4 For each subsequent year of this Agreement, salary, health benefits, and up to one article each by the Association and the District will be subject to bargaining. The remainder of the Agreement shall remain in full force and effect for the duration of the Agreement.

Article 2

Recognition

- 2.1 The District hereby recognizes the Association as the exclusive bargaining representative of all the certificated employees of the bargaining unit, excluding management, substitutes, summer employees, confidential, and supervisory employees, for the purposes of meeting and negotiating and, further, pursuant to Chapter 10.7, Sections 3540-3549, of the Government Code.

Article 3

Negotiation Procedures

- 3.1** The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and that during the term of this Agreement the Association waives and relinquishes the right to meet and negotiate, unless specified herein, and further agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 3.2** All terms and conditions of employment not covered or abridged by this Agreement shall continue to be subject to the District's exclusive direction and control and shall not be subjects of negotiations during the life of this Agreement.
- 3.3** It is further understood and agreed that either party desiring to amend, modify, or terminate this Agreement must give written notice to the other party not more than ninety (90) days prior to the expiration date of this Agreement of its desire to amend, modify or terminate this Agreement.

Article 4

Savings Clause

- 4.1** At any time during the term of this Agreement if any provision of this Agreement is or should be held to be invalid by a court of competent jurisdiction, then such provision shall not be applicable, performed, or enforced except to the extent permitted by law. All other provisions of this Agreement shall continue to be in full force and effect.
- 4.2** Either party signatory to this Agreement may request negotiation of the declared invalidated subject matter, and any substitute action shall be subject to appropriate negotiations as soon as the requirements of Section 3547 of the Act

are met.

Article 5

Association Rights

5.1 Association Rights

For the purposes of this Agreement, the term “unit member” shall represent any certificated employee, including those employees who have chosen not to be members of the Association. Employees who have chosen not to be members will be protected under the terms of this contract but hold no voting rights in Association business.

The District and Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organization activities.

5.2 Meeting Representation

The Association shall have the right to bring the member of their choice to any and all meetings held between the Association and the District, including meetings to consult on educational issues.

5.3 Committee Representation

All District created committees included but not limited to the Budget Advisory Committee, Safety Committee, Annual Calendar Creation Committee, and School Leadership Team will include Association representation. The District and Association shall devise a process for selecting staff representatives to school site councils pursuant to Education Code Section 52012, representatives on committees to develop standards of proficiency pursuant to Education Code Section 51215, representatives on committees developing staff development programs pursuant to Education Code 52019, and representatives on school-based program coordination committees pursuant to Education Codes Sections 52800, 52820, 52850, and 52870.

- 5.3.1** On committees established to interview new teaching staff, at least one unit member will be included.
- 5.3.2** On committees established to interview new administrative staff, unit members will have equal representation as mutually agreed upon by the Association and District.
- 5.3.3** On any additional ad hoc committee established by the District or

committees established under Education Code the District shall communicate its purpose to the Association and the Association may appoint a unit member to said committee.

5.4 Board Agenda

The Association shall appear on the Board Agenda and may speak on any issue of said agenda before a vote is taken on such issue. The Association may also speak on any issue pertinent to unit members. A copy of all board materials will be provided to the Association by the District at the same time it is made available to the members of the Board.

5.5 Policy Manual

The District shall make available to the Association its Policy Manual, which shall include all of its Board Policies (B.P.) and Administrative Regulations (A.R.). The District shall also furnish, in advance, any proposed policy and administrative changes, as well as any changes actually voted on by the Board of Trustees.

5.6 Negotiated Agreement

One (1) copy of the negotiated Agreement and each revision shall be distributed by the District to each employee covered by the Agreement. The District shall pay for the cost of printing.

5.7 Use of Facilities

The Association shall have the right to use District facilities during non-instructional hours for meetings when there is no conflicting previously scheduled use and have the right to meet immediately after the first staff meeting of each month. The use of a unit member's classroom for meetings shall not require any advance notice. A Use of Facilities form shall be submitted in advance for the use of the library, multi-purpose room, or other similar structure.

5.8 Intra-District Mail System

The Association shall have the right to use mailboxes and/or District e-mail for the purpose of communicating with unit members.

5.9 Bulletin Board

The Association shall have the right to bulletin board space in each staff room and the mailroom for communicating Association business.

5.10 Employee Information

The District shall provide the Association with the names, assignments, and date of hire for all unit members within fifteen (15) days after the first working day of the school year. The Association shall be given the same information for all subsequent certificated new hires within five (5) days of employment throughout the school year.

5.11 Negotiations

The District agrees to provide release time without loss in compensation for up to three (3) representatives of the Association for the purpose of negotiations for up to three (3) working days.

Article 6

Grievance Procedure

6.1 Definitions

A "**grievance**" is an allegation by a grievant that they have been adversely affected by a violation of a specific provision or provisions of this Agreement.

A "**grievant**" refers to any employee of the bargaining unit covered by the terms of this Agreement.

An "**immediate supervisor**" is the administrator who assigns, reviews, and directs the work of the grievant.

A "**working day**" is any day unit members are required to report for work. During the summer a "working day" is any day the District Office is open for business.

6.2 Purpose

6.2.1 The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from

time to time arise affecting the welfare or working conditions of teachers. These proceedings will be kept as confidential as possible at any level of the procedure. California Education Code is not subject to the grievance process described herein.

6.2.2 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter with the Superintendent or their designee, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this agreement.

6.2.3 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each of the following levels should be considered to be maximums and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

6.2.4 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable. The failure of the grievant to meet any of the time limits established by this article shall invalidate the grievance except for unforeseeable occurrences beyond the grievant's control.

6.3 Procedure

LEVEL ONE - Informal Discussion/Site Administration

Within five (5) working days after the alleged occurrence of the act or omission giving rise to the grievance, the grievant must first discuss it with their immediate supervisor anytime after the grievant's instructional day, either directly or through the Association's designated representative with the objective of resolving the matter within ten (10) working days.

LEVEL TWO - Superintendent/District

If the grievant is not satisfied with the disposition of their grievance at LEVEL ONE, or if no decision has been rendered within ten (10) working days after

presentation of the grievance, they may file the grievance in writing simultaneously with the Superintendent's office and the president of the Association within five (5) working days after the decision at LEVEL ONE or fifteen (15) working days after the grievance was presented.

The grievance shall be in writing and shall include:

- I. The name of the grievant;
- II. The date of the alleged violation;
- III. The provision or provisions alleged violated; and,
- IV. The specific remediation described by the grievant
- V. A description of what occurred with evidence if applicable

Within ten (10) working days after the receipt of the written grievance by the Superintendent's office, they or their designee will meet with the grievant and a representative of the Association in an effort to resolve it. The failure of the grievant to meet any of the time limits established by this Article shall invalidate the grievance, except for unforeseeable occurrences beyond the grievant's control.

LEVEL THREE - Arbitration

If the grievant is not satisfied with the disposition of their grievance at LEVEL TWO, or if no decision has been rendered within ten (10) working days after they first met with the Superintendent, or in their absence, their designee, they may within five (5) working days after they have first met with the Superintendent or designee, whichever is sooner, request in writing that the Association submit their grievance to arbitration. If the Association determines that the grievance merits further hearings, it may, by written notice to the Superintendent or designee within fifteen (15) working days after receipt of the request from the grievant submit the grievance to arbitration.

- I. The parties shall select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) working days, a request for a list of arbitrators shall be made to the American Arbitration Association by either party and the parties will then be bound by the American Arbitration Association rules in the selection of an impartial arbitrator.

- II. The parties shall mutually agree upon the issue or issues to be submitted to the selected Arbitrator. If the parties cannot agree upon the submission agreement, each party may submit its own arbitrator's submission agreement, and the Arbitrator shall then determine the issue or issues by referring to the grievance and the answers given thereto at each step.
- III. The Arbitrator so selected, will confer with the representatives of the District and the Association and will schedule hearings to be held promptly and will issue their opinion not later than thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statement and proof were submitted to them. The Arbitrator's opinion will be in writing and will set forth their findings of fact, reasoning and conclusions in the issue or issues submitted. The Arbitrator will be without power or authority to add to, subtract from, or modify the terms of this Agreement or the written policies, rules and regulations and procedures of an act prohibited by law, or which is a violation of the terms of this Agreement. .
- IV. The costs for the services of the Arbitrator including per diem expenses, if any, and their travel and subsistence expenses and the costs of any hearing room will be borne by both parties. In the event a decision directs both parties to perform some act in compliance with such decision, and both parties fail to conform to the terms of such decision as it pertains to them, then the costs shall be equally borne by both parties as set forth above; in the event one of the parties fails to so conform, then such defaulting party shall bear the entire expenses and costs set forth above.
- V. Issues arising out of the exercise by the District's administration of its duties and responsibilities as defined by statute, rules and regulations of the State Department of Education shall not be subject to the Grievance Arbitration Article of the Agreement.

6.4 Binding Determination

The District alone has the sole power to render final and binding determination of a grievance. The opinion of the selected impartial Arbitrator shall be advisory, and if, upon review, the District determines that they are unable to render a final determination on the record, they may reopen the record to collect additional evidence.

6.5 Sole and Exclusive Method

In consideration of grievances or settlement of disputes, both parties to this Agreement accept this procedure as the sole and exclusive method of seeking adjustment or redress prior to instituting any proceedings in a court of competent jurisdiction.

6.6 Reprisals

No reprisal will be taken by the administration or the District against any employee of the bargaining unit for exercising their right as provided for in this Agreement.

6.7 Time Limits

The failure of the grievant to meet any of the time limits established by this Article shall invalidate the grievance, except for unforeseeable occurrences beyond the grievant's control.

Article 7

Management Rights and District Powers

7.1 It is completely understood and agreed that the District retains all of its rights and powers and its authority to direct and control to the full extent of the law. Included in, but not limited to, those duties and powers are the right to direct the work of all of its employees; to determine the method, means and services to be provided; to establish the educational philosophy, goals, and objectives of the District; to ensure the rights and educational opportunities of the students; to determine the staffing patterns; to determine the number of kinds of personnel required; to determine the classification of positions; to maintain the efficiency of the District operations; to introduce new or improved methods or facilities; to change existing methods or facilities; to build, move, or modify the facilities; to enforce any rules, regulations, laws, or District policies, to carry out the responsibilities of the District in any legal manner, shape, or form; to determine the curriculum; to develop a budget, to develop and implement budget procedures; to determine the methods

of raising revenues; and contract out work which the law permits the district to contract out. In addition, the District retains the right to hire, assign, evaluate, promote, demote, terminate, suspend, transfer, lay off, and discipline employees and to take whatever action the District deems necessary and appropriate on any matter in the event of an emergency.

- 7.2** In the exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with any Federal or State law, rules, or regulations.
- 7.3** In cases of emergency, the Superintendent is excused from the meet and confer obligations imposed on public school employers. An "**emergency**" is defined as "imminent and substantial threat to public health or safety or the operation of the District and there is a substantial likelihood that serious harm may result unless immediate action is taken.

Article 8

Leaves of Absence

8.1 Sick Leave (Education Code Section 44978)

Every unit member employed five (5) days a week by the District shall be entitled to ten (10) days leave of absence for illness or injury, exclusive of all days the unit member is not required to render service to the District, with full pay for a school year of service.

A unit member employed for less than five (5) days a week shall be entitled, for a school year of service, to that proportion of ten (10) days leave of absence for illness or injury.

Credit for leave of absence need not be accrued prior to taking such leave by the unit member, and such leave of absence may be taken at any time during the school year. If a unit member does not take the full amount of leave allowed in any school year under this provision, the amount not taken shall be accumulated from year to year.

8.2 Extended Sick Leave (Education Code Section 44977)

Upon exhaustion of all accumulated illness/injury leave credit, a unit member who continues to be absent under the provisions of this Article shall receive, for up to one hundred (100) days, the difference between their pay and the amount actually paid a substitute, or if no substitute has been employed, the amount that would have been paid a substitute.

8.3 Industrial Accident & Illness Leave (Education Code Section 44984)

8.3.1 Education Code Section 44984 shall govern whenever a unit member is absent from their duties because of an industrial accident or illness.

8.3.2 Unit members shall notify the District of any work-related injury within one (1) working day of the injury. The District shall, in turn, within one (1) working day, provide the unit member with a claim form and a notice of potential benefits. The unit member shall return the completed form to the District Office within one (1) working day of the receipt.

8.3.3. If the unit member has a pre-designated physician on file, the unit member shall thereafter provide to the District, at least twice monthly, a statement from their physician setting forth the expected length of absence and/or the restrictions to the unit member returning to work. If the unit member's physician indicates that the unit member can return to work under a modified assignment, the Superintendent, the unit member, and the unit member's association representative shall meet and confer as to whether the District can make the accommodation requested or recommended by the unit member's physician.

8.4 Personal Necessity Leave

8.4.1 Each school year, each full time unit member may use their full amount of sick leave for Personal Necessity leave; part-time employees receive a prorated amount of ten (10) days. A unit member's leave bank for sick leave and Personal Necessity are one in the same.

8.4.2 The unit member requesting Personal Necessity Leave shall submit a completed Request For Leave Form and obtain prior approval-unless the situation makes such advance notification impossible. Personal Necessity Leave requests for vacation or recreational purposes must obtain prior approval to assure substitute coverage can be obtained in a timely manner.

8.4.3 Unit members shall not be required to state their reason for requesting Personal Necessity Leave.

8.4.4 Supplemental Personal Necessity Leave

Unit members may choose to use up to five (5) days from their sick leave bank to supplement their personal necessity days for the current school year.

8.5 Bereavement Leave

Unit members shall be entitled to Bereavement Leave with pay upon the death of any member of their immediate family or relative living in their household. Bereavement Leave shall be three (3) days, or five (5) days if out of state or if traveling more than 250 miles one way is required.

Members of the immediate family include (Education Code 44985, 45194):

- I. The mother, father, grandmother, grandfather, or grandchild of the unit member or unit member's spouse.
- II. The unit member's spouse, child, son-in-law, daughter in-law, brother or sister.
- III. Any relative living in the unit member's immediate household.

At the unit member's request, Bereavement Leave may be extended under Personal Necessity Leave.

8.6 Jury Duty Leave

Any unit member who serves on Jury Duty shall be paid their daily rate of pay by the District. The unit member shall reimburse the District for any monetary compensation as a result of jury service not including mileage compensation. When the unit member is excused from jury duty before 12:30 p.m., for a half-day or more, they must notify the Superintendent or designee immediately for a suitable assignment during that school day. Upon notification by the court, the unit member must notify the Superintendent or designee's office immediately regarding their jury duty status for the following school day.

8.7 Pregnancy Disability and Parental Leave

8.7.1 Pregnancy Leave

A unit member shall be entitled to Leave of Absence from duty where, as verified by a statement of the unit member's physician, such absence from duty is required due to disability caused or led to by pregnancy, miscarriage, childbirth and recovery therefrom. Whenever possible, requests for such leave shall be submitted to the District Office at least four (4) weeks prior to the anticipated date on which the leave is to commence.

The length of the Leave of Absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and their physician and these dates indicated to the District.

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 under any health or temporary disability or sick leave plan available.

During the period of time that the unit member is physically disabled and unable to perform their regular duties due to pregnancy, miscarriage, childbirth, and recovery therefrom, the unit member may utilize accumulated sick leave and differential leave as permitted by applicable law. A unit member on pregnancy disability leave pursuant to this section shall continue to receive their District provided health benefits as an active employee for up to four months, at the same level and under the same conditions that coverage would have been provided if

the unit member had not taken pregnancy disability leave.

8.7.2 Parental Leave

Eligible employees may take up to twelve (12) work weeks of parental leave for the birth of a child of the unit member, or the placement of a child with the unit member in connection with the adoption or foster care of the child by the unit member. Parental leave shall be available and administered in accordance with Education Code section 44977.5 and the CFRA laws and regulations. The twelve (12) work week period of parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during the period of parental leave. After a unit member exhausts all available sick leave, including accumulated sick leave, the unit member shall be compensated no less than fifty percent (50%) of their regular salary for the remainder of the twelve (12) workweek period. Unit members may not receive more than one twelve (12) work week period of partial pay parental leave within a twelve (12) month period. Parental leave must be completed within twelve (12) months of the birth or the placement of the child.

8.8 Professional Leave

8.8.1 Unit members may request leave to visit classes in other school districts and/or attend educational conferences and conventions for the purpose of improving their educational skills which will benefit the students enrolled in the schools of the district. Such requests must be submitted in advance to the Superintendent or designee.

8.8.2 The Superintendent, or designee, shall retain the sole discretion in granting or denying such leaves, as herein above referred to, and in determining whether said leave is paid or unpaid; who can attend, or visit classes, the number of unit members who can attend or visit classes, and the number of hours and/or days required.

8.9 Catastrophic Leave Program (Board Policy 4261.9)

8.9.1 Unit members who are suffering from a catastrophic illness or injury or whose family member is suffering from a catastrophic illness or injury may request and receive donated sick leave or vacation credits from other Columbia Union School District employees.

8.9.2 All donations are confidential and irrevocable. Donations are made in hour increments and shall be no more than four (4) days total based on the contracted hours of the donating employee. Unit members shall not reduce their own sick leave to fewer than 10 days in order to ensure they retain enough sick leave to meet their own needs.

Article 9

Transfer / Assignment Policy

- 9.1** All transfers and assignments of existing unit members will be made in the best interest of the school and the District in order to facilitate the best education program for the students of the District.
- 9.2** A transfer/reassignment is the movement of a unit member from one subject area to another subject area, or moving to an assignment of one or more grade levels above the unit member's current assignment, or from self contained to a departmentalized assignment.
- 9.3** **Voluntary Transfer/Reassignment**
- 9.3.1** Unit members may request a transfer or change in assignment within the District. Such requests shall be made directly to the Superintendent or designee in writing. A formal request for transfer or change in assignment is one initiated by the unit member and shall carry more weight on behalf of a unit member than a statement of preference. Voluntary transfer or change in assignment requests for known teaching vacancies shall be given high priority.
- 9.3.2** Transfers or change in assignment at the request of a unit member shall be considered when such a change would not displace another unit member from the assignment against their wishes.
- 9.3.3** If two (2) or more unit members with appropriate credentials apply for a reassignment, the administration shall review all applications. All applications shall be given equal consideration.
- 9.3.4** In order to expedite requests for unit member transfer or reassignment,

the following criteria should be weighed in making transfers:

I. Qualifications of the unit member

II. Amount of training or successful experience at a particular grade level or in subject matter areas;

III. Amount of successful teaching experience within the district and outside the district.

9.3.5 The Superintendent or designee, is responsible for transferring and assigning unit members.

9.3.6 The unit member shall be informed by the Superintendent or designee if a transfer or change in assignment is approved or denied. All applicants for a position shall be notified in writing by the District within five (5) work days of the final decision. Those not selected shall be entitled to the reasons for denial within five (5) work days of a request for reasons.

9.4 No transfer or change in assignment will be made for punitive reasons.

9.5 Administrative Initiated Transfer

9.5.1 All administrative transfers of existing members of the teaching staff shall be made in the best interest of the District, with a rational basis in fact, taking into consideration:

I. The welfare of the pupils.

II. The concern of the individual unit members involved.

III. Qualifications of the unit member, including training and/or teaching experience.

9.5.2 A good faith effort will be made by administration to find an alternate solution before an involuntary transfer/reassignment is acted upon. In the event of an involuntary transfer/reassignment the unit member shall be advised through a personal conference with the administration, followed by

a written notification stating the reasons for the transfer/assignment.

9.5.3 A unit member being involuntarily transferred/reassigned shall be consulted on their preference and shall be given consideration prior to the consideration of individuals who have voluntarily requested a transfer. Consideration will be made to place a unit member being transferred into an equivalent position.

9.5.4 Any involuntary transferee who is assigned to teach a subject or grade not previously taught, shall be offered the option of assistance from the District in any combination. This assistance shall be provided in a timely fashion.

I. In-class demonstrations, observations or consultations by a mentor, retired teacher, or consultant within that area of expertise;

II. Up to two (2) full days of District arranged and funded visitation during the work day to a teaching professional who is mutually acceptable to both the unit member and the District for the purpose of observation or consultation; and/or

III. Coursework, previously approved by the District taken as soon as possible for those teaching a new subject. Such courses shall be either:

A. Paid for by the District as a one-time benefit for the unit member or

B. Paid for by the unit member in order to be claimed as units for salary benefits

9.5.5 Administrative initiated transfer requests occurring after June 1st should be discouraged unless such a request would benefit the educational program in the District. There may be situations after June 1st that warrant consideration for a transfer. However, in the event an administrative initiated transfer is requested after June 1st, the unit member shall be notified in writing of the reasons for said transfer and shall have the right to prepare and have attached a written response to this decision.

9.5.6 If a unit member is reassigned or transferred less than ten days prior to the

first working day or fifteen (15) days after the first working day of the school year, said member shall be given at least five (5) days notice and at least five. The District shall also provide assistance in moving materials to any new work location.

9.5.7 An involuntary transferee shall not be subject to further involuntary transfer for the two (2) school years following the transfer.

9.6 Notification of Assignment

9.6.1 The District shall notify the Association if an early retirement incentive will be available for employees by February 15 of each school year.

9.6.2 In order that the District might plan for the following year the District shall solicit from unit members their preferences for teaching assignments by March 1st. At this time a unit member may make, in writing, a formal request for transfer or change in assignment for the following school year.

9.6.3 Unit members will be notified by June 1st of their tentative assignments for the following school year.

9.7 Vacancies

9.7.1 A known teaching vacancy to be posted is defined as one or more of the following:

- I. A newly created position.
- II. A position that shall be made vacant by transfer, change in assignment, leave of absence, promotion, retirement, or termination
- III. Any position the District is considering filling from outside the District.

9.7.2 Teaching vacancies shall be posted in-house for five (5) calendar days prior to being posted outside the district. The Superintendent or designee shall deliver to all unit members through email, all staff rooms, and mail room a list of all vacancies which occur during the school year and for the

following school year upon knowledge of vacancies. The list shall contain the following:

- I. A closing date, which is at least five (5) calendar days following the posting date.
- II. A job description.
- III. Qualifications necessary to meet the requirements of the position.

9.7.3 Subsequent vacancies related to the initial vacancy will close five (5) calendar days following the posting date for the subsequent vacancies.

9.7.4 A unit member shall have the right to request a transfer or change in assignment during the in-house posting period. No assignment to fill a vacancy shall be made until after the close of the in house posting period.

9.7.5 Under certain circumstances the District may need to adjust these timelines in the best interest of the District and will work with the Association to adjust timelines.

9.7.6 The Association will be provided with a list of all teachers and their assignments within fifteen (15) days after the first working day of the school year and upon request by the President of the Association at any time.

Article 10

Class Size

10.1 The number of students in a class may affect the extent to which unit members can identify and respond to individual student needs. The District, through the Superintendent or designee, shall act to assure that the District average class size maximums are not exceeded as prescribed by law.

10.2 If the average class size in K-3 exceeds 28 students per class the District will make an honest effort to address the possibility of creating another class and/or other support to reduce class size and address the needs of all students.

10.2.1 If the average class size in grades 4-8 exceeds 32 then the unit member will receive a stipend of \$500 per student over 32 for the school year. If the student has more than one core teacher, the stipend will be divided equally among core teachers whose class size exceeds 32 students. Core subject unit members in a grade level span will only receive the stipend for students they are responsible for teaching the subject matter too.

10.3 When new pupils are enrolled, they will be distributed as equally as possible among unit members in that grade level. Consideration will be made for General Education teachers who are serving SDC students for part of the day in core academic blocks.

10.4 When assigning multiple SDC students in one grade level to General Education classrooms, every effort will be made for equitable distribution across the grade level, whenever possible. Upon the placement of SDC/resource students in general ed for any partial or full part of the day:

- I. General education unit members shall be notified five school days in advance upon the District receiving the student cumulative file and IEP and will be responsible for reviewing all pertinent student information to guarantee student support.

10.5 Special Education Classes

10.5.1 Special education classes shall be staffed in accordance with the provisions of appropriate sections of the California Education Code.

10.5.2 If the combined Special Education caseload of a unit member who serves as the SAI case manager meets a minimum of 24 students, the District will make every effort to provide an instructional aide to support that case manager.

10.5.3 If the combined Special Education caseload of a unit member exceeds the recommended caseload maximum according to the unit member's credentials, a stipend of \$500 per additional student will be provided to the IEP case manager.

10.6 Combination Classes

The District recognizes that combination classes create unique and challenging classrooms. As such, the District will attempt to minimize the number of combination classes through a variety of strategies. If a combination class is needed, based on student distribution the following will be provided to support unit members teaching combination classes:

- I. The equivalent of up to two optional additional paid planning days that must be pre planned with Administration
- II. A smaller class size, if possible in relation to the single grade classes. This shall be taken into consideration when placing new students.
- III. When possible, the district will provide an instructional aide for up to two hours per day to support core academic instruction within the combination class.

Article 11

Work Day / Hours / School Year

11.1 Work Day

- 11.1.1** A unit member's workday shall begin no later than 15 minutes prior to initial work responsibilities and shall encompass the entirety of the scheduled school day from 8:15 AM-2:55 PM. A unit member may leave at the end of the school day upon completion of their responsibilities.

The length of the teacher work day, including preparation time, a duty free lunch, recess periods, and time required before and after school shall not exceed seven and one-half (7-1/2) hours, except as required below by 11.1.2.

- 11.1.2** It is expressly understood and agreed that on occasions it may be necessary for unit members to remain on duty or return to the campus to discharge professional responsibilities unless permission to be

excused is given otherwise by the Superintendent or designee. Such responsibilities include but are not limited to yard/bus/pickup duty, Open House and Back to School Night, specialized student support meetings, field trips, staff/professional development meetings, and parent/teacher conferences.

11.1.3 For assignments beyond the teacher workday the administration will attempt to make assignments as equitable as possible. Certificated staff will provide morning recess duty beginning fifteen minutes prior to the instructional day or bus/pickup duty up to fifteen minutes after the end of the school day on an equitable rotating basis

11.1.4 It is understood that the District may require unit members to attend a minimum of one faculty meeting every month and other necessary meetings throughout the year. An agenda shall be provided to staff at least one (1) work day prior to any meetings called by administrators.

11.2 Lunch Period

11.2.1 All unit members shall be entitled to one (1) duty free uninterrupted lunch period which will be allowed, as near the noon hour as is reasonably possible, each instructional day. The lunch period shall be equivalent to the student lunch period or at least thirty (30) consecutive minutes, exclusive of passing time.

11.2.2 Each unit member shall accompany their class through the lunch line:

- I. During a regular lunch schedule: After their last pupil has exited the cafeteria, the unit member is free for the noon intermission.
- II. During a rainy day schedule or as determined by the Superintendent or designee: After their last pupil has entered the cafeteria, the unit member is free for the noon intermission.

11.2.3 During inclement weather or when hazardous conditions exist, as determined by the Superintendent or designee, making outside recess unreasonable or which creates a potentially unhealthy environment, each unit member shall be in their classroom thirty (30) minutes after their class has entered the cafeteria.

11.3 Unit member shall not absent themselves from school during the instructional day unless approved by the Superintendent or designee. The Superintendent or designee must know the whereabouts of each unit member during the school day, if said unit member is on duty.

11.4 Unit members shall not be required, nor shall it be assumed they check work-related texts and emails outside of their contracted hours and days. For necessary communication outside of those times related to school closures or other urgent business, the District will attempt to contact employees by phone. No negative actions may be taken against the union member for failing to respond to communications of any type outside of their contracted hours and days.

11.5 Preparation Time

For the purposes of this Agreement, “**preparation time**” shall be defined as a period of time away from students to be used by the unit member at their sole discretion to prepare for instructional programs.

11.5.1 Unit members will be allotted a minimum of 120 minutes of preparation time per five-day week to complete unassigned professional work.

11.5.2 Preparation time will be allotted at minimum in 20 minute block increments.

11.5.3 Allotted time will be exclusive of early release days, which are reserved solely by the administration for professional development, staff meetings, or other professional activities directed by the administration.

11.5.4 The time allotted shall not be inclusive of the 30 minute duty free lunch.

11.7 Work Year

11.7.1 Unit members’ work year shall consist of one hundred eighty-three (183) days of instructional, staff development, and instructional-related days as directed by the Superintendent, of which there shall be included one hundred eighty (180) teaching days. When school is not in session, but the date is listed on the school calendar as a workday, all unit members shall be required to be in attendance.

11.7.2 A minimum of one (1) weekday immediately preceding the first student instructional day shall be unit member work days with the intention of the days to be utilized by unit members to set up classrooms and plan for incoming students.

11.8 Unit members may be compensated for additional work beyond the 183 day contracted work year with pre approval from the Superintendent and must address a need established by the District.

11.9 If the District requires a unit member to move their classroom during the school year, the District will provide the unit member with the equivalent of at least one-day substitute coverage to facilitate the move.

11.10 Independent Study

11.10.1 Long term Independent Study requests will follow board policy Board Policy 6158 and Administrative Regulation 6158.

11.10.2 Short term Independent Study requests will follow Parent/Student Handbook guidelines:

- I. A minimum of three school days notification for the unit member to prepare materials for the student
- II. A notification of fewer than three school days does not have to be honored by the unit member

11.11 Extra Duties

11.11.1 A list of Extra Duties and accompanying stipends for the following school year shall be published no later than May 15th. CUTA Leadership and the District shall meet prior to May 15th each year to reassess the duty descriptions associated with each striped position to make sure they are up to date and pertinent to district and student needs. The majority of Extra Duty position responsibilities shall be fulfilled outside of unit member contracted hours.

11.11.2 Once the list is published unit members may begin to sign up for duties. If more than one member signs up for a duty the position will be assigned by administration based on the following criteria:

- I. Seniority

II. Qualifications and experience in the duty area

Stipends and positions may be shared between unit members by mutual agreement. The unit members will meet with administration to come to an agreement about how the stipend will be split.

- 11.11.3** Extra Duty opportunities and their accompanying stipends will be negotiated between the District and the Association as part of the yearly salary negotiations.
- 11.11.4** Unit Members shall have priority for extra duty opportunities up to the 15th contracted day of a school year.
- 11.11.5** Unit members shall not mandate student participation in stipend based activities on weekends and holidays. Nor shall unit members penalize students on the basis of participation in such activities.
- 11.11.6** Any unused stipend on the approved list of extra duties (Appendix J) may be available for other duties not specifically listed. These other duty stipends will be agreed upon by the District and unit member.

Article 12

Workplace Safety

- 12.1** The District shall provide for healthy and safe working conditions and training in accordance with the requirements of Federal and State Statutes, including but not limited to Cal-OSHA laws and regulations.
 - 12.1.1** No unit member shall knowingly be required or requested to work under unsafe, hazardous or dangerous conditions. When a unit member reports any unsafe, hazardous or dangerous condition to their immediate supervisor, the supervisor shall review and inspect the conditions immediately or as soon as possible.
 - 12.1.2** No unit member shall be required or requested to work or to perform

tasks that may endanger their health and safety. The District shall take whatever measures are reasonable to prevent repeat occurrences of accidents or injuries caused as a direct result of unsafe or hazardous conditions.

- 12.1.3 District officials shall respond in writing to the Association within forty-eight (48) hours to explain how the unsafe or unhealthy condition has been or shall be remedied.

12.2 Student Discipline

The District will follow Education Code and Board Policy in regard to student discipline and the administration will discuss/outline and publish the rules of student discipline before the first day of school during the unit member inservice.

- 12.2.1 In order to provide for unit member safety, the District, during the before-school inservice session each school year, shall present a written copy of the District policy for student discipline.

- 12.3 Unit Members shall be provided with, consistent with the safeguarding of private information, the names of students known to be afflicted or suffering from physical and/or emotional problems that may constitute a safety or health hazard, as soon as they're available. The District will make attempts to offer any additional background information or training that will enable the unit member to address said problems.

- 12.3.1 As soon as practical, any assault upon a unit member, by either students or adults shall be immediately reported to their site administrator. The District shall provide related assistance in accordance with applicable law for any assault upon a unit member, while fulfilling assigned duties.

- 12.4 All catheterizations, trachea cleanings, tube feedings, and other medically sensitive procedures including the cleaning of students who have bowel and bladder accidents, shall be performed by a trained individual.

- 12.5 If CPR and First Aid Training is made mandatory it shall be provided by the District at no cost to the unit member.

12.6 Occupational Exposure to Blood Borne Pathogens

- 12.6.1 The District agrees to establish annual training standards of protection from blood borne pathogens for unit members who may reasonably anticipate coming into contact with human blood and other potentially infectious materials in the course of performing their assigned duties.

12.6.2 The District agrees to establish a written exposure control plan for unit members regarding occupational exposure to blood and other potentially infectious materials. The control plan shall include the following provisions:

- I. The District shall distribute health and safety rules to all unit members.
- II. The District shall establish a method for keeping records of exposure incidents, post-exposure follow-up, Hepatitis-B vaccinations and unit member training.

12.7 It is the duty of all unit members to report to the District all unsafe, hazardous, or dangerous conditions, and to comply with all rules and regulations of the District relating to health and safety, including any protocol for handling bodily fluids.

Article 13

Nondiscrimination

13.1 The District shall not discriminate against any District employee on the basis of, but not limited to the following: race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, disability, gender identity, socioeconomic status, membership in an employee organization, or participation in the lawful activities of the Association.

Article 14

Employee Rights

14.1 Personal and Academic Freedom

14.1.1 It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the students, sensitive to the community needs and the needs and values of our diverse cultures and heritages, and shall be consistent with the curriculum adopted by the Board of Trustees. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect unit members from censorship or restraint that might interfere with the unit member's obligation to pursue truth in the performance of their teaching functions.

14.1.2 A unit member shall have reasonable freedom in classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provided that said material is relevant to the course content, developmentally appropriate, linked to grade-level academic standards, and within the scope of the law.

14.2 Personal Life

The personal life of a unit member is not an appropriate concern of the District unless it violates local, state or federal laws or it impacts the unit member's performance of duties.

14.2.1 It is an expectation that unit members are aware of their public presence and are responsible for any language or actions that could be reflective of formally representing the district.

14.4 Constitutional Rights

Unit members are entitled to full constitutional rights of citizenship. Unit members shall not be disciplined because of speaking out on an issue of public concern when done outside of a classroom setting or engaging in the free exercise of the unit member's religion or engaging in political activities, so long as the member does not violate any local, state, or federal laws.

14.4 Harassment

Unit members shall be protected to the extent possible from harassment, intimidation, abusive language, insults or interference by another employee, parent, or member of the public during the course of and in the performance of their job related duties.

14.5 Prior Notice of Right to Representation

14.5.1 Unit members shall be informed by the District of the purpose of any meeting called for discipline and/or evaluative purposes. The unit member shall be told of the right to have representation by the Columbia Union Teachers Association, the exclusive representative, either before the meeting or at a point in the meeting when an adverse effect related to the employee's status might result from the proceedings

14.5.2 Unit members may bring unit representation to all meetings, conferences and observations, including those relating to the evaluation process and will notify the District twenty-four (24) hours in advance of the meeting, or the District may reschedule.

Article 15

Benefits

15.1 Health, Dental, and Vision Insurance

- 15.1.1** Full-time unit members are required to participate in and may choose from the medical, dental, and vision plan options offered by the district service provider.
- 15.1.2** Any negotiated and existing employee benefits enjoyed by, or to be enjoyed by, unit members shall remain in full force and effect during the life of this Agreement-
- 15.1.3** All health plans and coverage are subject to changes imposed by the carriers or plan administrators, IRS regulations, and government regulations.
- 15.1.4** A Section 125 Plan for pre tax benefits will be offered to unit members. Should Internal Revenue Service rulings change, and the existence of the Section 125 Benefits with cash option result in the taxability of medical benefits to unit members, the parties shall immediately meet and negotiate this matter.

15.2 Part-Time Employees

- 15.2.1** The District will provide health, dental, and vision insurance for each part-time unit member during the term of the Agreement according to the terms of the service provider.
- 15.2.2** Part-time unit members (50% or more, but less than 90%) are eligible to participate in health coverage. The district maximum contribution toward health care benefits shall be allocated on a prorated basis in comparison to a full-time unit member.

15.3 District Contributions

Effective April 27, 2021, the District will contribute \$9,600 per eligible full-time unit member per plan (fiscal) year for health benefit coverage. All eligible unit members shall enroll in medical, dental, and vision insurance programs as per the requirements of the insurer.

15.4 Employee Contributions

15.4.1 For all unit members who carry insurance beyond the district contribution, the unit member shall pay the difference in premiums through equal, monthly payroll deductions.

15.4.2 For all unit members who carry insurance below the district contribution, the district shall pay the unit member the difference in compensation through equal monthly installments less the required statutory benefits.

15.5 Duration of Benefits

15.5.1 Unit members whose employment is terminated by either party prior to the close of the school year shall be provided coverage up to and including the last day of the payroll period in which the termination occurred. The District shall not be obligated to continue payments for benefits beyond the last date of paid service of the unit member.

15.5.2 COBRA benefits will become available to the unit member after the last date of paid service.

15.5.3 Unit members on District approved unpaid leaves of absence may continue to receive health benefit coverage while on unpaid leave by paying the full premium in advance each month, including the-District's contribution for the duration of their District approved leave.

15.6 Retiree Benefits

A unit member who retires and is unable to qualify for any Early Retirement resolution benefits offered by the district, shall be allowed to continue to be a part of the District medical and dental insurance coverage program by paying the required monthly premiums for such coverage, to the extent permitted by the

district's insurance carrier.

Article 16

Evaluation Procedures

16.1 District Evaluations

For the purposes of this Agreement the following definitions shall apply:

- I. A “**formal observation**” is defined as an observation scheduled by mutual agreement between the unit member and evaluator and must follow the procedures outlined in Section 16.7 below.

- II. A “**summary evaluation**” is defined as a performance evaluation of the unit member by the evaluator that summarizes information from classroom observations and must follow the criteria outlined in 16.9 below.

16.1.1 The evaluation of unit members shall be the responsibility of District administration. Evaluation shall be based only on those matters affecting work performance. Work performance shall include those activities which administrators may reasonably require unit members to perform as outlined in the California Standards for the Teaching Profession (CSTP) for certificated classroom teachers and the California Standards for the School Counseling Profession (CSSCP) for the School Counselor position.

16.1.2 Observation and evaluation of the performance of each unit member shall be made on a continuing basis as follows:

Interns and Probationary Unit Members

At least two formal observations for interns and year one probationary unit members; at least one formal observation for year two probationary unit members. All intern and probationary unit members shall also receive a summary evaluation prior to March 1st.

Permanent (Tenured) Unit Members

Unit members with permanent status shall be observed and evaluated at

least every other year. This will include at least one formal observation.

Five Year Option

At least every five years for unit members with permanent status who meet the following qualifications:

- I. have been employed at least 10 years with the school district
- II. are highly qualified as defined in 20 U.S.C Section 7801 (ESEA),
- III. and whose previous evaluation rated the unit member as meeting or exceeding standards

The unit member and evaluator must consent to this schedule during the summary evaluation and the unit member or the evaluator may withdraw consent at any time.

16.1.3 If a unit member as defined in (16.1.2) above is to be evaluated prior to the time set forth and agreed upon by the evaluator and unit member, the evaluator shall notify the unit member as per the regular evaluation notification procedure.

16.1.4 Partial year contract time references shall be adjusted according to unit member assignments. The timelines outlined below are recommended guidelines and the evaluator may adjust them if needed.

16.1.5 All forms to be used in the observation and evaluation process shall be mutually agreed upon by the Association and the District.

16.2 Procedures

Nothing in these procedures shall be interpreted in any way to limit those employee rights guaranteed by federal and/or state law.

16.3 Notice of Evaluation Procedures and Evaluator

16.3.1 Before the end of twenty (20) teaching days the administration shall notify in writing those unit members, who are to be evaluated in the current year and by whom they are to be evaluated by. Unit members shall sign and return the notification to verify receipt of notification within five (5) teaching days.

16.3.2 Each unit member shall be furnished the following upon notification of evaluation:

- I. A current copy of the California Standards for the Teaching Profession (CSTP)/California Standards for the School Counseling Profession (CSSCP)
- II. Optional Lesson Plan Templates
- III. Classroom Observation Form
- IV. Summary Evaluation Form

16.4 Observation and Evaluation Timeline

Before the end of forty (40) teaching days the evaluator and unit member shall create a timeline for observation(s), conferences, and summary evaluation.

16.5 Pre-Observation Conference

16.5.1 In preparation for the initial formal observation the unit member shall present a formal lesson plan that includes student learning objectives and goals for professional growth based on the California Standards for the Teaching Profession.

16.5.2 At the Pre-Observation Conference the evaluator and unit member will review the lesson plan and goals. The evaluator will provide direction and assistance to the unit member as needed in revising these items in order to prioritize best practices to support student learning and professional growth.

16.5.3 The unit member and evaluator will make a good faith attempt to reach a mutual agreement on the unit member's goals. Upon the evaluator's approval, the unit member and evaluator will sign the lesson plan. Such signature solely signifies that the evaluator and the unit member participated in the Pre-Observation meeting; it does not constitute unit member agreement to modifications but the evaluator has the right to require such modification. The unit member may specify their position in writing.

16.5.4 During the course of the evaluation period circumstances may change

which require modification of goals. The necessity for review of the unit member's goals shall be jointly determined by the unit member and evaluator. The determination of new evaluation goals shall be derived in the same manner as were the original goals.

16.6 Post-Observation Conferences

- 16.6.1** A post-observation conference will follow each formal observation within seven (7) teaching days of the observation.
- 16.6.2** During the post-observation conference a completed classroom observation form will be presented to the unit member and will include the goals that were established at the Pre-Observation Conference.

16.7 Formal Observation Process

- 16.7.1** The evaluator will assess the unit member's progress in connection with the goals agreed upon during the Pre-Observation Conference through the observation process and provide appropriate assistance to the unit member to help meet their goals.
- 16.7.2** Other aspects of the unit member's responsibilities, including but not limited to guidelines from the Columbia Union School District Employee Handbook, may also be used by the evaluator as areas upon which to comment provided these responsibilities are known to the unit member prior to the observation.
- 16.7.3** Additional observations may be completed during the school year. Such observations shall be arranged by the unit member and evaluator at least three instructional days in advance of the observation.
- 16.7.4** All observations shall be recorded in writing utilizing the Classroom Observation Form provided in Appendix G.
- 16.7.5** If during the observation the evaluator identifies areas that do not meet standards or need improvement, the evaluator shall list specific recommendations necessary to correct all noted deficiencies, including the type of help and materials which the unit member can expect to be provided by the evaluator.

- 16.7.6** Unit members may request to opt into the Peer Assistance and Review program at any time or may be placed in the program as a result of an unsatisfactory evaluation, to the extent that such a program exists at the time (see Appendix I).
- 16.7.7** When deemed appropriate by the evaluator, the unit member shall be provided with adequate release time to avail themselves of other resources to improve in the areas in which deficiencies were cited.
- 16.7.8** In the case of a does not meet or needs improvement rating, the evaluator must honor a reasonable number of requests for additional observations by the unit member during the year. Such requests must be made at least three teaching days prior to the observation.
- 16.7.9** Information obtained from outside of classroom observations, that are to be used as part of an unsatisfactory summary evaluation, shall follow similar due process procedures and timeliness as if the information was obtained in a classroom observation. All negative observations intended to be used as part of a formal observation will be presented as part of the Classroom Observation Form.

16.8 Summary Evaluation

- 16.8.1** Unit members shall not be held accountable for any aspect of the educational program over which they have no authority or ability to correct deficiencies.
- 16.8.2** A Summary Evaluation Conference and completed Summary Evaluation Form are required by May 1st for all certificated personnel being evaluated in a given year.
- 16.8.3** At the Summary Evaluation Conference the unit member and evaluator shall review the Summary Evaluation and agree upon the unit member's evaluation schedule for the following school year.
- 16.8.4** The evaluator shall complete the Summary Evaluation Form and shall indicate whether the unit member's performance was satisfactory or unsatisfactory for the year. The unit member may submit a response to

the Summary Evaluation to be attached for submission into the employee's personnel file. The unit member's signature does not indicate agreement with the written evaluation, but indicates that the unit member has read it and has had an opportunity to respond in writing.

- 16.8.5** The Association and District agree that the Superintendent or Designee may observe unit members in performance of their duties at any time. If the content of such observation is of a negative manner and may be used in the unit member's summary evaluation, the Superintendent or Designee must notify the unit member within ten (10) days of the observation with a suggestion for improvement.

Article 17

Personnel Files

- 17.1** Personnel files shall be kept in accordance with Education Code Section 44031 and will adhere to Board Policy 4112 and Administrative Regulation 4112.
- 17.2** Every unit member has the right to inspect personnel records pursuant to Section 1198.5 of the Labor Code. Unit members will inspect personnel files in the presence of a witness and will return all files unaltered. Unit members will make an appointment to view their file during regular business hours.
- 17.3** Information of a derogatory nature shall not be entered into a unit member's personnel records unless and until the unit member is given notice and an opportunity to respond within 10 working days. The unit member shall have the right to enter, and have attached to any derogatory statement, their own comments. Such review, and any preparation of comments in response to material and/or statements, shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction at a mutually agreed upon appointment time.
- 17.4** Derogatory material in excess of four (4) years of age shall not be used for future discipline, except as provided by law.
- 17.5** Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit

member's personnel file.

- 17.6** The person or persons who draft and/or place material in a unit member's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.

Article 18

Salaries

- 18.1** The salary schedule, identified as Appendix A, is incorporated herein and made a part of this agreement. The salary schedule reflects a base salary with annual steps 1-20, a cost per unit completed above a Bachelor of Arts Degree, an annual stipend for a Masters Degree, an annual stipend for a Doctorate Degree, the Health and Welfare CAP amount and the supplemental pay rate formula.

18.2 Units

- 18.2.1** Unit members shall be paid for additional units when transcripts, grade cards, and/or degrees have been examined and approved by the District with prior approval by the Superintendent. Unit members requesting pay for additional semester units must:
- I. Submit all relevant degrees, grade cards, or transcripts to the Superintendent no later than August 30th.
 - II. Any relevant degrees, grade cards, or transcripts submitted after August 30th will be considered for additional pay the following contracted school year.
- 18.2.2** Pay for additional units shall commence on the first contracted day of the school year, upon the proper and timely notification as described hereinabove by the requesting unit member.
- 18.2.3** It is completely understood and agreed that all semester units and degrees obtained by the unit member shall only be approved by the

District when they have been achieved at a college or university.

18.2.4 If transcripts, grade cards, or lack of degree indicate that the requesting unit member has failed to achieve the units or degree, the unit member shall immediately restore to the District any and all overpayments made to said unit member.

18.3 Upon initial employment by the District, a unit member shall, in conformance with other provisions herein set forth, receive placement on the Certificated Salary Schedule (Appendix A) based upon the prior experience and training possessed by the unit member as of the time of their commencement of services for the District. A unit member shall be granted up to six (6) years of experience as a teacher in public schools outside the District and be placed on step seven (7) of the salary schedule.

18.4 Home Study

Home Study is defined as an extended number of days for a student enrolled in the District Home Study Program. BP 6158 and supporting regulations will give direction to this program.

18.4.1 Unit members may be requested to teach in the District Home Study Program if such work does not interfere with their regular contracted teaching assignment and duties. Such service is voluntary on the part of any unit member who may participate.

18.4.2 Unit members who participate will be paid the supplemental pay rate as cited on the Salary Schedule (Appendix A).

18.4.3 For each student enrolled, the Home Study unit member will be compensated for up to three (3) hours per week for necessary preparation, visitation and instruction.

18.4.4 A minimum of one (1) hour per week will be spent on direct student instruction.

18.4.5 Additionally, there will be two (2) hours of compensation when a student enters and two (2) hours when a student exits the program.

18.4.6 There will be up to four (4) hours of compensation per month for special projects and/or enrichment activities if such activities are scheduled and conducted. Special projects or enrichment activities must be pre-approved by the Superintendent or designee.

18.4.7 All Home Study agreements must be pre-approved by the Superintendent

18.5 Supplemental Pay Rate

18.5.1 Supplemental pay rate shall be calculated using the following formula:
Unit member yearly salary/ # of unit member contracted days/ 7.5
hours=Supplemental pay rate

18.5.2 All supplemental pay rate positions shall be decided based on the needs of the students and must address a need established by the district.

Article 19

Deferred Compensation Matching Program (457 Investment)

19.1 The District shall offer a Deferred Compensation Matching Program when the The Governing Board determines that funds are available for such purposes.

19.2 Unit members who elect to participate must contribute, at a minimum, at the District provided amount.

19.3 Participation by the unit member is strictly voluntary.

19.4 Year of Service: The unit member must be in a paid status for at least seventy-five percent of the number of instructional days to receive the district contribution.

19.5 A "year of service" is a year in which the unit member is in a paid status for at least seventy-five percent (75%) of the number of instructional days for that school year. While an unpaid leave of absence for more than seventy-five percent (75%) of the number of instructional days for any particular year will not count as

a "year of service," such an unpaid leave of absence will not constitute a break in service.

19.6 District and unit member contributions must be made within an employee earning period. Unit member earning periods are September through June of each school year.

19.7 Unit Member and District Obligations and Responsibilities

19.7.1 Unit members must be a participant in a 457 investment account and contribute at least the matching amount provided by the District for each year District contributions are made through this program.

19.7.2 The District takes no responsibility nor has any obligation as to the choice of the unit member's investment option.

19.7.3 The District is not responsible for the loss of any income that may arise from the unit member's investment selection.

19.8 District's Contribution

19.8.1 District contribution amounts shall be based solely on the District's ability to provide contributions through this program, and shall be made solely at the discretion of the Governing Board.

19.8.2 When a District contribution can be made, that amount shall be determined no later than June 30th for the following school year.

Article 20

Complaints

When citizens, staff, parents, or guardians present informal (oral) and/or formal (written) complaints regarding a unit member to school officials, no record shall be placed in their personnel file unless the following procedures have been followed.

Complaints concerning unit members should be made when appropriate, directly by the

complainant to the person against whom the complaint is lodged.

20.1 Timeline

Complaints will be processed in accordance with board policy, BP 1312 and will follow the timeline stated therein.

20.2 Presentation of Complaint and Procedure

20.2.1 Complainant to Unit Member

Upon receipt of a complaint from a complainant to the unit member named in the complaint will contact the complainant in an attempt to resolve the problem. If, after discussing the problem with the unit member, the complainant does not believe the problem has been resolved satisfactorily, they may present the complaint to the unit member's immediate supervisor.

20.2.3 Complainant to Immediate Supervisor

Upon receipt of a complaint from a complainant concerning a unit member, the member's immediate supervisor will listen to or read the complaint and then:

- I. Refer the complainant to the unit member named in the complaint
- II. In the absence of the complainant, the immediate supervisor may talk to the unit member and/or others to gain a better understanding of the problem. The immediate supervisor will contact the complainant in an attempt to resolve the complaint.
- III. If, after discussing the problem with the immediate supervisor, the complainant does not believe the problem has been resolved satisfactorily, they may present the complaint to the Superintendent.

20.2.4 Complaint to Superintendent

Upon receipt of a complaint from a complainant concerning a unit member, the Superintendent will listen to or read the complaint and then:

- I. Refer the complainant to the unit member named in the complaint and/or
- II. Refer the complainant to the unit member's immediate supervisor, and/or
- III. In the absence of the complainant, the Superintendent may talk to

the unit member and/or others to gain a better understanding of the problem. The Superintendent will contact the complainant in an attempt to resolve the complaint.

20.3 Written Complaint Procedure

20.3.1 All written complaints shall use the District Complaint form which is available at the school district office and be presented to the Superintendent.

20.3.2 Upon receipt of the completed and signed complaint form, the Superintendent shall notify the affected unit member(s) in writing and provide said unit member(s) with a written summary of the complaint within two days.

20.3.3 The Superintendent shall investigate, review, and respond to all parties within thirty (30) days of receipt of the complaint.

20.3.4 The Superintendent's decision shall be final unless the complainant, the unit member, or the Superintendent requests a closed hearing before the Governing Board on the complaint. Such request by either the complainant or the unit member shall be made in writing to the Superintendent within ten (10) working days of receipt of the Superintendent's decision. If the unit member so requests, an open hearing will be held.

20.3.5 Failure of the complainant to put the complaint into written form will be considered by the District as a dropping of the complaint.

20.4 Every effort should be made to resolve the complaint at the earliest possible stage

20.5 Notwithstanding any other provision herein, this article shall not apply in cases involving complaints against unit members in which the subject matter is addressed under State or Federal law including, but not limited to, complaints involving child abuse, sexual harassment, discrimination, civil rights, and other statutory violations.

20.6 Hearings

No hearing, either open or closed, will be held by the Governing Board on any complaint unless and until the District has received the Superintendent's written report concerning the complaint. The Superintendent's report shall contain, but not be limited to, the following:

- I. The name of each unit member involved;
- II. A brief but specific summary of the nature of the complaint and the facts surrounding it, sufficient to inform the governing District and the unit member(s) as to the precise nature of the complaint, and to allow the unit member(s) to prepare a defense;
- III. A true copy of the signed original of the complaint itself.
- IV. A summary of the action taken by the Superintendent in connection with the complaint.

20.6.2 All parties involved, including the school administration, shall be requested to attend such a meeting, for the purposes of presentation of all available evidence, allowing every opportunity for the explanation, and for clarifying the issue. An Association representative may be present at said meeting if so requested by the unit member.

20.6.3 The decision of the Governing Board following the hearing shall be final.

20.7 Anonymous complaints, complaints which are withdrawn or complaints not in writing shall not be placed in the unit member's personnel file, or utilized in any evaluation, assignment or disciplinary action against the unit member.

Article 21

Employee Discipline

21.1 A unit member may be disciplined for "just cause" and according to the principles of "progressive discipline." The district may bypass progressive discipline for serious instances of misconduct. A challenge to any disciplinary action will be subject to the grievance procedure and binding determination. When a loss of

salary is at issue in a grievance challenging discipline, the District will pay the arbitrator's fee.

- 21.2** A unit member shall not be suspended without prior notice and opportunity for a conference upon request of the unit member.
- 21.3** A notice of suspension shall be given verbally and in writing, simultaneously when possible.
- 21.4** If notice of suspension is given a unit member shall have fifteen (15) working days to initiate the grievance procedure outlined in Article 6.

Article 22

Execution of Agreement

In witness whereof, the parties hereto, by their representatives, have executed this agreement effective June 1, 2022.

For the
Columbia Union School District:

For the
Columbia Union Teachers Association:



6/1/22

Sarah Gillum, Superintendent



6.1.22

Jessica Mathews, CUTA President

Appendix A Salary Schedule

**Columbia Union School District
CERTIFICATED SALARY SCHEDULE
FY 2022-2023**

YEARS	BASE
1	47,661
2	48,723
3	49,790
4	50,856
5	52,534
6	54,273
7	56,059
8	57,909
9	59,820
10	61,794
11	63,833
12	66,584
13	67,916
14	69,274
15	70,659
16	72,073
17	73,514
18	74,984
19	76,484
20	78,014
22	79,574
24	81,165

Additional Compensation:

PAY PER UNIT FOR EACH UNIT ABOVE BACHELORS.....	\$78.17
Maximum Units....	100
MASTERS DEGREE.....	\$1,500
DOCTORATE DEGREE.....	\$1,000
H & W CAP.....	\$9,600
SUPPLEMENTAL PAY.....	SEE ARTICLE 18.5
SUBSTITUTE PAY:	
FULL DAY.....	\$150
1/2 DAY.....	\$80
LONG TERM SUBSTITUTE PAY.....	\$190
RETIRED COLUMBIA SUBSTITUTE PAY.....	\$165

*Advancement on salary schedule requires completion of at least 75% of the school year.
Unit members working less than 75% may advance on the schedule one year for each two consecutive years that total at least 75% or more of a school year.*

Board approved: 12/16/2021

Appendix B
Grievance Form
Employee Grievance Form
 Columbia Union School District

Section 1: Grievant Information	
Employee Name: _____	Date Form Submitted: _____
Job Title: _____	Email Address: _____
Employee Home Mailing Address: _____ _____	

Section 2: Details of Event Leading to Grievance	
Date of Event: _____	Time of Event: _____
Location of Event: _____	Witnesses of Event: _____ _____
Account of Event Provide a detailed account of the occurrence. Include the names of any additional persons involved.	Violations Provide a list of any policies, procedures, or guidelines you believe have been violated in the event described.

Section 3: Proposed Solution

--

Section 4: Signatures

Employee Signature:

Date:

Received By:

Date:

Section 5 (Administration only): Resolution

Description of Resolution and Process for developing Resolution:

--

Administrator Signature:

Date:

Appendix C
Formal Request for Transfer

Section 1: Employee Information	
Employee Last Name: <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/>	Employee First Name: <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/>
Current Grade Level or Subject Assignment: <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/>	Requested Grade Level or Subject Assignment: <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/>
Provide information or reasoning to support your request: 	

Section 2: District Administration Use Only	
Date request received: _____	Granted: <input type="checkbox"/> Yes <input type="checkbox"/> No
Notes: 	

Appendix D

Notice of Evaluation Form (Printed on Letterhead)

[Date]

To: [Teacher being evaluated]

From: [Evaluator]

Re: Evaluation

Dear [],

You are receiving this information because you are scheduled to be formally evaluated during the [year] school year. I believe evaluation is a valuable tool to help us grow professionally. I am excited to work with you on this process! The process is explained below and additional supporting documents are attached.

According to the CUTA Certificated Master Agreement, certificated employees shall be evaluated on a regular basis, depending on several factors including the California Standards for the Teaching Profession.

You will be receiving information to set a time for your goals conference. The conference must be completed by [Date]. In the meantime, please use the Goals Sheet and Classroom Observation Planning Form to begin thinking about the process and areas you would most like feedback. Please return a signed original Signature Page to me at the goals conference. I will also make an electronic version of the Goal Sheet and Planning Form available to you.

I look forward to working with you on this process. Please let me know if you have any questions. Thank you.

Sincerely,

[Name of Evaluator]

[Position of Evaluator]

Appendix E

California Standards for the Teaching Profession (CSTP)

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION (CSTP) 2009

STANDARD ONE:

ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving, and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

STANDARD TWO:

CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5 Developing, communicating, and maintaining high standards for individual and group behavior
- 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- 2.7 Using instructional time to optimize learning

STANDARD THREE:

UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

STANDARD FOUR:

PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

STANDARD FIVE:

ASSESSING STUDENTS FOR LEARNING

- 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5.5 Involving all students in self-assessment, goal setting, and monitoring progress
- 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families

STANDARD SIX:

DEVELOPING AS A PROFESSIONAL EDUCATOR

- 6.1 Reflecting on teaching practice in support of student learning
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.4 Working with families to support student learning
- 6.5 Engaging local communities in support of the instructional program
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students
- 6.7 Demonstrating professional responsibility, integrity, and ethical conduct

Numbers are provided for ease of reference. They do not imply priority or ordering of the standards.

Appendix F

California Standards for the School Counseling Profession (CSSCP)

THE CALIFORNIA STANDARDS FOR THE SCHOOL COUNSELING PROFESSION	
<p>provides a common language and a vision of the scope and complexity of the school counseling profession. With these standards, all counselors can define and develop their practice. The standards address the diversity of California's student population and reflect a system of support services that connects all students to activities and opportunities for academic, career, personal and social development. In promoting the success of all students, school counselors:</p>	
<p>STANDARD 1 ENGAGE, ADVOCATE FOR AND SUPPORT ALL STUDENTS IN LEARNING</p> <p>School counselors engage all students in a system of support programs, services, activities and opportunities to ensure their learning and academic success. School counselors assess the learning and academic needs of all students and develop interventions to address those needs. School counselors identify problems that impede learning at the earliest stages and implement strategies to address these problems. School counselors advocate for and support student achievement by promoting student motivation, positive interaction, and educational choice.</p>	<p>STANDARD 4 COLLABORATE AND COORDINATE WITH SCHOOL AND COMMUNITY RESOURCES</p> <p>School counselors collaborate and coordinate with school staff, parents, local community agencies, municipalities, businesses, and service organizations to facilitate student development and ensure student success in school and in life. As student advocates, school counselors develop effective working teams with school staff, parents, and community members to eliminate personal, social, and institutional barriers to academic development.</p>
<p>STANDARD 2 PLAN, IMPLEMENT AND EVALUATE PROGRAMS TO PROMOTE ACADEMIC, CAREER, PERSONAL, AND SOCIAL DEVELOPMENT OF ALL STUDENTS</p> <p>School counselors utilize systems and organizational skills to design, plan, and implement student-support programs to benefit all students. School counselors apply multiple approaches to assess program outcomes and then use evaluation data for continuous improvement. School counselors employ accepted guidance models and current research findings to ensure effective leadership and accountability for program outcomes.</p>	<p>STANDARD 5 PROMOTE AND MAINTAIN A SAFE LEARNING ENVIRONMENT FOR ALL STUDENTS</p> <p>School counselors actively participate in systematic planning for school safety that includes school climate and crisis response plans. School counselors address elements of prevention, intervention, and treatment and contribute to establishing and maintaining a positive, safe, and secure school environment. School counselors develop and implement programs that reduce the incidence of school-site verbal, psychological, and physical intimidation and violence. School counselors provide support to witnesses and victims of violence and promote responsible behavior by the perpetrators of violence.</p>
<p>STANDARD 3 UTILIZE MULTIPLE SOURCES OF INFORMATION TO MONITOR AND IMPROVE STUDENT BEHAVIOR AND ACHIEVEMENT</p> <p>School counselors assess and evaluate student attributes, behavior, and achievement using a variety of resources and methods. School counselors gather information to facilitate data-based decisions that promote student academic, career, personal, and social development. School counselors interpret and use data to work with individual students and their parents/guardians to develop plans for educational and personal success.</p>	<p>STANDARD 6 DEVELOP AS A PROFESSIONAL SCHOOL COUNSELOR</p> <p>School counselors evaluate their professional contributions and actively engage in planning their professional development. School counselors establish professional goals, pursue opportunities to develop professional knowledge and skill, and participate in the extended professional community. School counselors follow professional codes of ethics and legal mandates while maintaining current knowledge of laws affecting the delivery of student services. School counselors contribute to school activities, promote school goals, and continually improve professional practice.</p>

Appendix G Classroom Observation Form

Columbia Union School District Classroom Observation Form

- Formal
 Informal

Teacher:

Evaluation Year:

Status:

() Temporary/ Intern

() Probationary, Year 1

() Probationary, Year 2

() Permanent

Grade Level/ Subject:

Observation Date:

Observation Time:

Lesson Observed:

Lesson Objective:

Activities/ Materials:

Areas of Expectation		Observations
1	Engaging & Supporting All Students in Learning	
1 1	Using knowledge of students to engage them in learning.	
1 2	Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.	
1 3	Connecting subject matter to meaningful real-life contexts.	
1 4	Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.	

1 5	Promoting critical thinking through inquiry, problem solving, and reflection.	
1 6	Monitoring student learning and adjusting instruction while teaching.	

2	Creating & Maintaining Effective environments for Student Learning	Observations
2.1	Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.	
2.2	Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.	
2.3	Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.	
2.4	Creating a rigorous learning environment with high expectations and appropriate support for all students.	
2.5	Developing, communicating, and maintaining high standards for individual and group behavior.	
2.6	Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.	

3	Understanding & Organizing Subject Matter for Student Learning	Observations
3.1	Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks.	
3.2	Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.	
3.3	Organizing curriculum to facilitate student understanding of the subject matter.	

3.4	Utilizing instructional strategies that are appropriate to subject matter.	
3.5	Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.	
3.6	Addressing the needs of English learners and students with special needs to provide equitable access to the content.	

4	Planning Instruction & Designing Learning Experience for all Students	Observations
4.1	Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.	
4.2	Establishing and articulating goals for student learning.	
4.3	Developing and sequencing long-term and short-term instructional plans to support student learning.	
4.4	Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.	
4.5	Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.	

5	Assessing Student Learning	Observations
5.1	Applying knowledge of purposes, characteristics, and uses of different types of assessments.	
5.2	Collecting and analyzing assessment data from a variety of sources to inform instruction.	
5.3	Reviewing data, both individually and with colleagues, to monitor student learning.	
5.4	Using a variety of data (including, but not limited to, assessments and observations) to establish learning goals and to plan, differentiate, and modify instruction.	

5.5	Involving all students in self-assessment, goal setting, and monitoring progress.	
5.6	Using available technologies to assist in assessment, analysis, and communication of student learning.	
5.7	Using assessment information to share timely and comprehensible feedback with students and their families.	

6	Developing as a Professional Educator	Observations
6.1	Reflecting on teaching practice in support of student learning.	
6.2	Establishing professional goals and engaging in continuous and purposeful professional growth and development.	
6.3	Collaborating with colleagues and the broader professional community to support teacher and student learning.	
6.4	Working with families to support student learning.	
6.5	Engaging local communities in support of the instructional program.	
6.6	Managing professional responsibilities to maintain motivation and commitment to all students.	
6.7	Demonstrating professional responsibility, integrity and ethical conduct.	

Evaluator's Comments:

EVALUATOR DATE EVALUATEE DATE

***Signature does not indicate agreement. A written response may be Attached within 10 working days.**

Original – Evaluatee

Copy – Evaluator

Copy – District

Columbia Union School District Counselor Observation Form

- Formal
 Informal

Counselor:

Evaluation Year:

Status:

() Temporary/ Intern

() Probationary, Year 1

() Probationary, Year 2

() Permanent

Grade Level/ Subject:

Observation Date:

Observation Time:

Lesson Observed:

Lesson Objective:

Activities/ Materials:

Areas of Expectation		Observations
1	Engaging, Advocate for, and support all students in learning	
1.1	Ensure all students are engaged in a system of support designed for learning and academic success	
1.2	Advocate for educational opportunity, equity and access for all students	
1.3	Advocate for the learning and academic success of all students	
1.4	Identify student problems in their earliest stages and implement prevention and intervention strategies.	
2	Plan, Implement, and Evaluate Programs to Promote Academic, Career, Personal, and Social Development of all Students	Observations

2.1	Demonstrate organizational skills	
2.2	Develop outcome-based programs	
2.3	Assess program outcomes and analyze data	
2.4	Demonstrate leadership in program development	

3	Utilize Multiple Sources of Information to Monitor and Improve Student Behavior and Achievement	Observations
3.1	Assess student characteristics and utilize the information to plan for individual student growth and achievement	
3.2	Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career plans	
3.3	Monitor student personal, academic, and career progress	

4	Collaborate and Coordinate With School and Community Resources	Observations
4.1	Build and maintain student support teams for student achievement	
4.2	Provide consultation and education for teachers and parents	
4.3	Develop relationships within the school that include school staff members, parents, and community members	
4.4	Coordinate support from community agencies	

5	Promote and Maintain a Safe Learning Environment for All Students	Observations
5.1	Promote a positive, safe, and supportive learning environment	
5.2	Develop and implement programs that address the personal and social risk	

5.3	Develop and implement programs that reduce the incidence of school site violence	
5.4	Develop and implement programs that address elements of prevention, intervention, and treatment into the school system	

6	Developing as a Professional School Counselor	Observations
6.1	Establish professional goals and pursue opportunities to improve	
6.2	Model effective practices and continuous progress in school counseling	
6.3	Adhere to professional codes of ethics, legal mandates, and district policies	

Evaluator's Comments:

EVALUATOR DATE EVALUATEE DATE

*Signature does not indicate agreement. A written response may be Attached within 10 working days.

Original – Evaluatee

Copy – Evaluator

Copy – District

Appendix H Summary Evaluation Form

Columbia UNION SCHOOL DISTRICT
Evaluation Summary Form

Teacher:

Evaluation Year:

Status:

Prob-1 Temp

Prob-2 Perm

Grade Level / Subject:

Definitions :

- | | | |
|---|------------------------------|--|
| 4 | Distinguished: | Consistently exceeds the professional standards of competence. |
| 3 | Effective/Proficient: | Meets the professional standards of competence |
| 2 | Needs Improvement: | Infrequently meets the professional standards of competence |
| 1 | Unsatisfactory: | Rarely meets the professional standards of competence |

Areas of Expectation		Observations			
1	Engaging & Supporting All Students in Learning	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>
1.1	Using knowledge of students to engage them in learning.				
1.2	Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.				
1.3	Connecting subject matter to meaningful real-life contexts.				
1.4	Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.				
1.5	Promoting critical thinking through inquiry, problem solving, and reflection.				
1.6	Monitoring student learning and adjusting instruction while teaching.				
2.	Creating & Maintaining Effective environments for Student Learning	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>
2.1	Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.				
2.2	Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.				
2.3	Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.				
2.4	Creating a rigorous learning environment with high expectations and appropriate support for all students.				
2.5	Developing, communicating, and maintaining high standards for individual and group behavior.				
2.6	Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.				

2.7	Using instructional time to optimize learning.	
3	Understanding & Organizing Subject Matter for Student Learning	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
3.1	Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks.	

3.2	Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.	
3.3	Organizing curriculum to facilitate student understanding of the subject matter.	
3.4	Utilizing instructional strategies that are appropriate to subject matter.	
3.5	Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.	
3.6	Addressing the needs of English learners and students with special needs to provide equitable access to the content.	
4	Planning Instruction & Designing Learning Experience for all Students	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
4.1	Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.	
4.2	Establishing and articulating goals for student learning.	
4.3	Developing and sequencing long-term and short-term instructional plans to support student learning.	
4.4	Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.	
4.5	Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.	
5	Assessing Student Learning	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
5.1	Applying knowledge of purposes, characteristics, and uses of different types of assessments.	
5.2	Collecting and analyzing assessment data from a variety of sources to inform instruction.	
5.3	Reviewing data, both individually and with colleagues, to monitor student learning.	
5.4	Using a variety of data (including, but not limited to, assessments and observations) to establish learning goals and to plan, differentiate, and modify instruction.	
5.5	Involving all students in self-assessment, goal setting, and monitoring progress.	
5.6	Using available technologies to assist in assessment, analysis, and communication of student learning.	
5.7	Using assessment information to share timely and comprehensible feedback with students and their families.	
6	Developing as a Professional Educator	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
6.1	Reflecting on teaching practice in support of student learning.	

6.2	Establishing professional goals and engaging in continuous and purposeful professional growth and development.	
6.3	Collaborating with colleagues and the broader professional community to support teacher and student learning.	
6.4	Working with families to support student learning.	
6.5	Engaging local communities in support of the instructional program.	
6.6	Managing professional responsibilities to maintain motivation and commitment to all students.	

6.7	Demonstrating professional responsibility, integrity and ethical conduct.	
Evaluator's Comments:		

<input type="checkbox"/> Unsatisfactory Evaluation	<input type="checkbox"/> Improvement Plan to be Modified	<input type="checkbox"/> Improvement Plan Attached
<input type="checkbox"/> Improvement Plan to be Developed	<input type="checkbox"/> Improvement Plan to Continue	Next Evaluation Due:
<input type="checkbox"/> 5-year evaluation cycle		

_____ EVALUATOR _____ DATE _____ EVALUATEE _____ DATE

Attachment: YES NO

***Signature does not indicate agreement. A written response may be Attached within 10 working days.**

Original – Evaluatee Copy – Evaluator Copy – District

COUNSELOR
Columbia UNION SCHOOL DISTRICT
Evaluation Summary Form

Counselor:

Evaluation Year:

Status: Prob-1 Temp

Prob-2 Perm

Grade Level / Subject:

Definitions :

- 4 **Distinguished:** Consistently exceeds the professional standards of competence.
- 3 **Effective/Proficient:** Meets the professional standards of competence
- 2 **Needs Improvement:** Infrequently meets the professional standards of competence
- 1 **Unsatisfactory:** Rarely meets the professional standards of competence

Areas of Expectation		Observations			
1	Engaging, Advocate for, and support all students in learning	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>
1.1	Ensure all students are engaged in a system of support designed for learning and academic success				
1.2	Advocate for educational opportunity, equity and access for all students				
1.3	Advocate for the learning and academic success of all students				
1.4	Identify student problems in their earliest stages and implement prevention and intervention strategies.				
2.	Plan, Implement, and Evaluate Programs to Promote Academic, Career, Personal, and Social Development of all Students	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>
2.1	Demonstrate organizational skills				
2.2	Develop outcome-based programs				
2.3	Assess program outcomes and analyze data				
2.4	Demonstrate leadership in program development				
3	Utilize Multiple Sources of Information to Monitor and Improve Student Behavior and Achievement	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>
3.1	Assess student characteristics and utilize the information to plan for individual student growth and achievement				

3.2	Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career plans	
3.3	Monitor student personal, academic, and career progress	
4	Collaborate and Coordinate With School and Community Resources	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
4.1	Build and maintain student support teams for student achievement	
4.2	Provide consultation and education for teachers and parents	
4.3	Develop relationships within the school that include school staff members, parents, and community members	
4.4	Coordinate support from community agencies	
5	Promote and Maintain a Safe Learning Environment for All Students	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
5.1	Promote a positive, safe, and supportive learning environment	
5.2	Develop and implement programs that address the personal and social risk	
5.3	Develop and implement programs that reduce the incidence of school site violence	
5.4	Develop and implement programs that address elements of prevention, intervention, and treatment into the school system	
6	Developing as a Professional School Counselor	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
6.1	Establish professional goals and pursue opportunities to improve	
6.2	Model effective practices and continuous progress in school counseling	
6.3	Adhere to professional codes of ethics, legal mandates, and district policies	

<p>Evaluator's Comments:</p> 	

<input type="checkbox"/> Unsatisfactory Evaluation	<input type="checkbox"/> Improvement Plan to be Modified	<input type="checkbox"/> Improvement Plan Attached
<input type="checkbox"/> Improvement Plan to be Developed	<input type="checkbox"/> Improvement Plan to Continue	Next Evaluation Due:
<input type="checkbox"/> 5-year evaluation cycle		

_____ EVALUATOR	_____ DATE	_____ EVALUATEE	_____ DATE
--------------------	---------------	--------------------	---------------

Attachment: YES NO

***Signature does not indicate agreement. A written response may be Attached within 10 working days.**

Original – Evaluatee Copy – Evaluator Copy – District

Appendix I

Peer Assistance and Review Program (PAR)

Purpose:

The Columbia Union School District and Columbia Union Teachers' Association (CUTA) hereby establish a Peer Assistance and Review Program to provide professional assistance primarily to permanent teachers of the District.

Definitions:

1. Teachers- All unit members
2. Permanent Teachers- Unit members who have acquired permanent status
3. Consulting Teachers- Credentialed unit members with three (3) consecutive years of recent teaching experience in Columbia Union School District who are in positive standing with the district in accordance with evaluations. Consulting teachers will assist participants in the PAR program. The Consulting Teacher shall not constitute either management or supervisory functions and shall continue to have all rights of unit members. Consulting teachers will be selected by the Superintendent or designee to serve as mentors in the PAR program. The term of the Consulting teacher will correspond to the needs of the district and number of participants in the PAR program. In the event that a Consulting Teacher cannot be secured internally, the Consulting Teacher may be contracted outside of the Columbia Union School District staff.
4. Participating Teachers- Unit members who receive assistance and coaching to improve instructional skills, classroom management, and knowledge of subject matter and/or content standards in order to improve in accordance with district evaluation criteria. Participating teachers will be served in the following order:
 - a. Referred Participating Teachers- Permanent Teachers referred due to receiving unsatisfactory evaluation summary.
 - b. Voluntary Participating Teachers- Teachers with permanent status or probationary status who volunteer to participate in the PAR program.

PAR Program Objectives and Responsibilities:

Consulting Teachers:

1. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring, or by other activities which in their professional judgment will assist Participating Teachers. This assistance may include, but not be limited to, the following activities:
 - a. The Consulting Teacher shall meet with the Referred Teacher to discuss the PAR program, to establish mutually agreed upon performance goals consistent with Ed Code 44662, develop the assistance plan, and develop a process for determining successful completion of the PAR program. This plan will be submitted to and approved by the Superintendent or Designee.
 - b. Provide consultative assistance to improve in the specific areas targeted by the evaluator.
 - c. Meet and consult with the evaluator regarding the nature of the assistance being provided.
 - d. Conduct a minimum of three (3) observations of a Participating Teacher during classroom instruction and provide specific feedback after each visit.
 - e. Allow Participating Teacher to observe Consulting Teacher or observe other selected teachers with Participating teacher in order to develop targeted skills.

Participating Teacher:

2. Participating Teachers shall commit to a program for targeted improvements by actively participating in activities which are beneficial to the goals set for the unit member set by the district. This may include, but is not limited to, the following activities:
 - a. Meet with the Consulting Teacher no less than three times after observed lessons to develop improvements based on feedback from the Consulting Teacher.
 - b. Maintain a written log of goals and accomplishments based on meetings with a consulting teacher. This log must be signed by both the Consulting Teacher and the Participating Teacher.
 - c. Observe no less than two teachers and take notes on areas specifically related to goals for improvement.
 - d. Submit a written review in response to the initially developed assistance plan.
 - e. A Referred Teacher will stay in the PAR program for one school year. However, Referred Teachers may, under special circumstances, remain in

the PAR program for a total of two school years, upon recommendation of Superintendent or Designee based on observation and evaluation data.

Records:

1. All documents and information relating to the participation in the PAR program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code section 6250, et. seq).

Appendix J Compensation for Extra Duties

Position	Stipend
Athletics	
Athletic Director	\$3,200
Girl's Basketball Coaches (per grade level)	\$1,600
Boy's Basketball Coaches (per grade level)	\$1,600
Volleyball Coaches (per grade level)	\$1,600
Wrestling Coach	\$1,600
Wrestling Assistant	\$700
Cross Country Coach	\$1,100
Track Coach	\$1,100
Activities	
Art Coordinator	\$1,600
STEM Coordinator	\$1,600
Theatrical Arts Director	\$1,600
Activities Coordinator	\$1,600
History Day Coordinator	\$600
Science Fair Coordinator	\$600
Music	\$1,650
Yearbook (if served outside of contracted hours)	\$1,030
Other	
Special Education Chairperson	\$2,000
6th-8th Coordinator	\$1,500
Foster Youth Coordinator	\$1,000
Teacher Mentor per Candidate or PAR Supported	\$1,200
6th-8th Restorative Practices *3rd-5th as needed through available funds for stipends	\$2,100 \$700 Per Trimester
Available funds available for other opportunities (Academic Decathlon, Robotics Competition, Spelling Bee, Future City, Science Olympiad, Mock Trials, Art Club, Garden Club, Chess Club, etc)	\$2,670

Appendix K
Extra Duty Position Responsibilities

Position & Stipend	Duties
Athletics	
Athletic Director-\$3,200	<ul style="list-style-type: none"> ● Coordinate and collaborate with MOT, CAASPP Coordinator, administration and classroom teachers for optimal athletic schedule ● Secure coaches for all teams ● Coordinate with MOT for facilities and travel needs ● Secure officials for home games and tournaments ● Coordinate timesheets/stipends for staff, officials and coaches ● Update and make available Athletic Packets ● Participate in registration and info nights ● Attend county Athletic Director meetings ● Coordinate student athletic sign ups ● Coordinate communication with parents/guardians ● Provide athletic schedules to pertinent parties ● Supervise home games ● Manage all questions, complaints, concerns, regarding athletics ● Organize and execute tournaments <ul style="list-style-type: none"> ○ Brackets ○ Snack Shack ○ Securing volunteers ● Uniforms & Equipment <ul style="list-style-type: none"> ○ Ordering ○ distributing/retrieval ○ Laundering of uniforms ○ Equipment setup for practices and home games ● Eligibility checks and communicating with athlete, coach and parent

Girl's Basketball Coaches (per grade level) -\$1,600	<ul style="list-style-type: none"> ● Plan and supervise student practices ● Attend and supervise all games/matches ● Coach students on relevant skills and sportsmanship ● Communicate with athletes and parents ● Supervise and help at tournaments**
Boy's Basketball Coaches (per grade level)-\$1,600	
Volleyball Coaches (per grade level)-\$1,600	
Wrestling Coach -\$1,600	
Wrestling Assistant-\$700	<ul style="list-style-type: none"> ● Support wrestling coach in required duties
Cross Country Coach-\$1,100	<ul style="list-style-type: none"> ● Plan and supervise student practices ● Attend and supervise all meets ● Coach students on relevant skills and sportsmanship ● Communicate with athletes and parents
Track Coach-\$1,100	
Activities	
Art Coordinator-\$1,600	<ul style="list-style-type: none"> ● Coordination & care of Art Room ● Organizing Art Fundraisers** ● Organization and coordination of Art Show during Open House ● Collaborate with Administration on writing LCAP goals for art ● Coordination and organization of Family Art Nights** ● Collaborating with Tuolumne County Arts Alliance and TCSOS for student opportunities** ● Collecting and coordinating student art for community art shows** ● Collecting and coordinating student art foTCSOS art display ● Organizing and coordinating after school art program**
STEM Coordinator-\$1,600	<ul style="list-style-type: none"> ● Coordination and care of STEM Lab ● Organization and coordination of Family Science Night ● Collaborate with Administration on writing LCAP goals for STEM ● Coach and supervise CUSD participation in Nature Bowl** ● Coordinate and help supervise CUSD participation in Dinner with a Scientist** ● Coordinates Engineers in the Classroom**

Theatrical Arts Director-\$1,600	<ul style="list-style-type: none"> ● Coordinate and collaborate with MOT, CAASPP Coordinator, administration and classroom teachers for optimal performance schedule ● Coordinate and organize drama productions <ul style="list-style-type: none"> ○ Produce at least one drama performance in for the school year ○ Review/choose scripts each year for student use ○ Hold auditions for student parts ○ Create music set, light, sound, mic cues ○ Create and supervise creation of props and backgrounds ○ Procure props and costumes ○ Supervise student practices ○ Create program ○ Breakdown of sets ○ Store all props, costumes, etc. after performance. ● Coordinate and organize Talent Show <ul style="list-style-type: none"> ○ Hold student auditions ○ Supervise student rehearsals ○ Procure facility for use ○ Create program
Activities Coordinator-\$1,600	<ul style="list-style-type: none"> ● Coordinate and run Student Council <ul style="list-style-type: none"> ○ Plan and supervise dances ○ Plan and execute student fundraisers <ul style="list-style-type: none"> ■ Jump Rope for Heart ■ Pennies for Patients ○ Coordinate and organize Field Days ○ Plan, execute, and supervise assemblies/rallies** ● Coordinate, organize, and supervise Honor Roll field trips
History Day Coordinator-\$600	<ul style="list-style-type: none"> ● Organize and coordinate History Day facilities and event at CUSD ● Coordinate between CUSD and TCSOS for History Day ● Obtain awards ● Coordinate and execute History Day judging ● Send projects to county, state, and national chapters of event**

<p>Science Fair Coordinator-\$600</p>	<ul style="list-style-type: none"> ● Organize and coordinate Science Fair facilities and event at CUSD ● Coordinate between CUSD and TCSOS for Science Fair ● Obtain awards ● Coordinate and execute Science Fair judging ● Send projects to county, state, and national chapters of event**
<p>Music-\$1,650</p>	<ul style="list-style-type: none"> ● Coordinate and collaborate with MOT, CAASPP Coordinator, administration and classroom teachers for optimal performance schedule ● Organize and execute two Winter Concerts: TK-3 and 4-8** ● Coordinate CUSD participation in shared concert with Sonora High School** ● Coordinate CUSD participation in Tuolumne County Honor Music Festival** <ul style="list-style-type: none"> ○ 5-10 evening rehearsals with our students and others in the county ○ One concert ● Organize and execute Spring Concert** ● Coordinate CUSD band participation in county wide Band Review** ● Coordinate CUSD band participation in Mother Lode Roundup Parade** ● Organize and coordinate choir participation in Graduation** ● Collaborate with Administration on writing LCAP goals for music ● Coordination of CUSD band/choir participation in other community events**
<p>*Yearbook (if served outside of contracted hours)-\$1,030</p>	<ul style="list-style-type: none"> ● Create CUSD yearbook <ul style="list-style-type: none"> ○ Supervise student participants ○ Communicate with printer ○ Communicate and coordinate with staff for photos and other content ○ Edit and proof yearbook ○ Organize and coordinate sales

Other	
Special Education Chairperson-\$2,000	<ul style="list-style-type: none"> ● Maintain district calendar of IEP due dates and deadlines ● Schedule IEPs ● Communicate with administration on behalf of team in regards to testing needs and assessment plans ● Lead Team meetings with Special Education Team ● Send annual accommodations sheets to teachers. ● Serve as communication liaison between SAI instructors and other Special education service providers ● Oversee and assist with CAA testing and CAASPP Accommodations
6th-8th Coordinator-\$1,500	<ul style="list-style-type: none"> ● Keep open communication line between middle school and administration ● Coordinate and run monthly middle school meetings ● Communicate with middle school team about pertinent information ● Organize and execute 8th grade graduation ● Organize Sunsplash field trip ● Organize middle school Field Day ● Coordinate credit recovery program for non-grads ● Oversee Social Probation Program
Foster Youth Coordinator-\$1,000	<ul style="list-style-type: none"> ● Gather and report data on Foster/Homeless Youth in the district at site and county level ● Ensure all Foster/Homeless Youth get transportation access when needed ● Communicate with families that qualify and offer services ● Report data to administration to staff ● Collaborate with Administration on writing LCAP goals for Foster/Homeless Youth ● Facilitate and organize intake meetings for Foster/Homeless Youth ● Attend support meetings for Foster/Homeless Youth
*Teacher Mentor per Candidate Supported-\$1,200	<ul style="list-style-type: none"> ● Attend induction classes with teacher candidate ● Assist teacher candidate in recording and review of instructional video of teacher candidate teaching. ● Provide continual support, mentoring, and feedback. ● Meet with teacher candidate weekly to provide support.

	<ul style="list-style-type: none"> ● Observe teacher candidate at least three times during the school year to provide support and feedback. ● If needed or requested, attend observations of other teachers with candidate to support candidate progress and achievement of goals. ● Report activities in summary to district and site administration.
<p>6th-8th Restorative Practices-\$2,100 \$700 per Trimester *3rd-5th as needed through available fund bank for stipends</p>	<ul style="list-style-type: none"> ● Supervise and/or Lead lunch time ● Keep sign-in sheet and activity for data ● Supervise structured recess-games, walking track, etc ● Administer Ripples Effects computer based intervention program ● Dispense or oversee student reflection sheet ● Assess student reflection for necessary time in/out of room ● Teach mindfulness practices ● Lead Conflict Mediation-Restorative Circle ● Supervise structured play inside ● Supervise students assisting in classrooms ● Supervise student campus beautification

*Not all positions may be available every year depending on program availability

**Depending on program availability some duties may not be necessary