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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**CASTAIC UNION SCHOOL DISTRICT**

**AND THE**

**CASTAIC TEACHERS ASSOCIATION  
CTA/NEA**

**2019-2022**

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**ARTICLE 1**  
**AGREEMENT**

**1.1** The Agreement and provisions contained herein constitute a bilateral and binding Agreement ("Agreement") by and between the CASTAIC UNION SCHOOL DISTRICT ("District" or "Employer") and the CASTAIC TEACHERS ASSOCIATION, CTA/NEA ("Association" or "Exclusive Representative"), an employee organization.

**1.2** This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code ("Act").

**1.3** This Agreement shall remain in full force and effect from July 1, 2019 until June 30, 2022.

**ARTICLE 2**  
**RECOGNITION**

**2.1** The District recognizes the Association as the Exclusive Representative of all certificated employees including all certificated employees, including but not limited to teachers, nurses, counselors, speech professionals, teachers on special assignment, in regular session, summer session or year-round session, temporary employees and resource specialists for the purpose of meeting and negotiating. Excluded are all management, supervisory, and confidential employees as defined by law, and classified employees.

## ARTICLE 3

### MANAGEMENT RIGHTS AND DISTRICT POWERS

**3.1** It is understood and agreed that the District retains all of its power, authority, and responsibilities to direct and control the educational process to the full extent of the law. Included in, but not limited to those rights are: determining the methods, means, and services to be provided; establishing the educational philosophy and the goals and objectives; determining the staffing pattern; determining the number and kinds of personnel required; determining the curriculum; and, building, moving, or modifying the facilities, and developing the District budget.

**3.2** Further rights and powers of the District include, but are not limited to: insuring the rights and education opportunities of students; maintaining the efficiency of the District operations and determining the methods of raising revenue. Additionally, the District retains the right to hire, initially assign, evaluate, promote, and terminate employees.

**3.3** 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 the law. In addition, the District retains the right to take reasonable action on all matters in the event of an emergency. Emergencies shall be defined as: natural disasters; national emergencies; and local occurrences of enormous gravity beyond the control of the District and its employees.



## ARTICLE 4 HOURS OF WORK

### Work Year

**4.1** Except as provided in paragraph 4.1.3, employees shall provide service to the District for 186 work days, consisting of 180 student-contact days and six non-student work days.

**4.1.1** The six non-student work days are scheduled as follows

- One is a District-directed day
- Two are “buy back” days which may be calendared other than the first 3 days of school year
- One is for preparation of classrooms
- One is a pupil-free day taken from instructional minutes to create a day for conferencing
- One is at the end of the year for the closing of school

**4.1.2** An employee in his or her first year of employment as a teacher shall have a 188-day work year. An employee in his or her second year of teaching, or a new employee to the District, who has less than five years of teaching experience, shall have a 187-day work year. The additional work days shall be District-directed days prior to the beginning of the student school year.

**4.1.3** Staff Development Buy Back Days: Employees are required to attend the scheduled staff development buy-back days. Failure to attend, shall result in a loss of pay for each day missed. The District will consult with the Association on the content of the buy-back days.

**4.1.4** Staff Development Make Up Program: The District and the Castaic Teachers Association agree to allow teachers who miss a required staff development “buy back” day(s) and to make up the lost day(s) under the following provisions:

1 **4.1.4.1** The inability of a certificated employee to attend the District assigned “buy back”  
2 staff development day(s) was due to an unavoidable absence as defined by, but not  
3 limited to, the following:

- 4 • an extreme personal illness on or before the “buy back” day,  
5 confirmed by a licensed physician in writing
- 6 • a personal injury or illness, reported prior to the “buy back” day, that  
7 requires the employee to remain away from work
- 8 • the death of a member of the immediate family of the employee
- 9 • a serious injury to a member of the immediate family of the employee  
10 on the “buy back” day, requiring the attendance of the employee
- 11 • unavoidable jury duty or appearance in court
- 12 • any other reason requested by the employee to miss the “buy back”  
13 day is subject to the Superintendent’s or his/her designee’s approval

14 **4.1.4.2** An approved and missed “buy back” staff development program day, or any  
15 portion thereof, can be made-up by attending other subsequent District approved staff  
16 development programs, or District approved training programs provided by other  
17 agencies outside of the District.

- 18 • An employee must make-up 6.0 hours of staff development/training  
19 for each missed “buy back” day, or an equivalent number of hours to those  
20 hours missed if less than a full day
- 21 • When an employee attends an approved staff development program  
22 for the purpose of making-up lost “buy back” day (or hours), the program  
23 cannot be during the employee’s regular paid work hours, the employee  
24 cannot be paid for attendance at the program, and they cannot receive  
25 salary credit for their attendance. If the program requires a fee for  
26 attendance or participation, the District cannot pay this fee or fees

1           • All missed “buy back” or hours must be made-up prior to May 1<sup>st</sup> of  
2 the same school year, days/hours not made up by May 2<sup>nd</sup> will be deducted  
3 from the May pay period payroll check

4           • The district will provide a standard form to report approved make-up  
5 time for “buy back” days/hours

6       **4.1.5** Should an emergency, accident or inclement weather force the closure of  
7 schools, then the number of student contact days and/or instructional  
8 minutes for students shall in no case be less than what is required to obtain  
9 full funding per unit of average daily attendance under applicable rules,  
10 regulations statutes.

## 11 **Work Hours**

12  
13 **4.2** The work week for full time employees shall be 37.5 hours, normally rendered in  
14 units of seven and one-half hours of school-based service per day, inclusive of at least a  
15 30-minute continuous, duty free, and uninterrupted lunch period.

16       **4.2.1** The seven and one-half hours of school-based service shall be structured  
17 and directed by the immediate supervisor in conformity with the employee’s  
18 job description and credentials and shall include, but not be limited to:

- 19           • Instructional activities
- 20           • Preparation activities
- 21           • Campus and student supervision
- 22           • Parent conferences and meetings (except in case of emergency)
- 23           • Tutorial and guidance assistance to students
- 24           • Professional growth and in-service meetings
- 25           • Student diagnostic and assessment activities
- 26           • School/student record maintenance
- 27           • Curriculum development
- 28           • Program planning
- 29           • Instructional material development

- Co-curricular activities
- District committee assignments

**4.2.1.1** Each employee shall be on site 30 minutes prior to his or her first scheduled class period and shall remain on site after his or her last scheduled class period as necessary for the completion of his or her professional duties and/or responsibilities.

**4.2.1.2** First through 8<sup>th</sup> grade teachers shall have a duty free morning recess. One Transitional Kindergarten (TK) and/or kindergarten teacher, assisted by adult yard duty supervisors, will oversee each 20 minute TK/kindergarten recreation period.

**4.2.1.3** During inclement weather lunch coverage of students shall be structured so that each employee receives not less than a 30-minute duty free, uninterrupted, and continuous lunch period.

**4.2.1.4** In addition to the activities described in paragraph 4.2.1, employees shall provide the District with 6 additional hours of service per school year. The 6 hours shall be structured

so as not to exceed a three-hour time block for any portion of the additional hours.

**4.2.1.5** Special Day Class (SDC) and Resource Specialist (RSP) teachers can use up to three release days, and can use 3 hours of the 6 hours of Adjunct Duty time for special education responsibilities. This will be prorated for individuals working less than full time.

**4.2.1.6** Adjunct Duties are duties assigned for the year that go beyond the responsibilities of the classroom; that contribute to the vision of the school and district. Adjunct duties vary in time and commitment. Principals should work to balance adjunct duties as much as possible. First year teachers should have minimal responsibilities beyond their classroom.

Examples of Adjunct Duties: SST Committee, Language Acquisition Team, ELL Committee, Professional Development Team, Library Committee, School Site Council Representative, Disaster and Safety Committee, iReady Coordinator.

**4.2.2** The number of scheduled classroom instructional minutes, excluding passing time, shall not exceed the following:

- TK/Kindergarten 320 minutes daily
- 1<sup>st</sup> through 3<sup>rd</sup> grades 320 minutes daily
- 4<sup>th</sup> through 6<sup>th</sup> grades 320 minutes daily
- 7<sup>th</sup> and 8<sup>th</sup> grades 326 minutes daily

**4.2.2.1** The District will provide Instructional Support time and/or positions in order to give each site with a Transitional Kindergarten class a minimum of eight hours of Instructional Support per week to help with instruction.

**4.2.2.2**The District will provide Instructional Support time and/or positions in order to give each Transitional Kindergarten and Kindergarten class a total of five (5) hours of Instructional Support the first day of school, six and one-half (6.5) hours on Instruction support the second day of school, and four and one-half (4.5) hours of instructional support the third through seventh days, and two (2) hours of Instructional Support for the 8<sup>th</sup> through the 18<sup>th</sup> day of school to help with student transition and instruction.

**4.2.2** Site Administrators have the discretion to utilize the Instructional Aide(s) in the best interest of all Transitional Kindergarten and Kindergarten students.

**4.2.3** At the Middle School, there shall be six instructional periods plus an advisory period (in a traditional schedule) per day for a maximum of 274 instructional minutes for each classroom teacher. In block schedule there shall be three instructional periods plus an advisory period per day for an average of 274 instructional minutes in each 10 day cycle. Each classroom teacher shall have a scheduled preparation period that is equal to the length of the instructional period either once a day under the traditional schedule or every other day under a block schedule.

## **Calendar Negotiations**

**4.3** Calendar negotiations shall occur separate from regular contract negotiations. Calendar negotiations for the following school year shall begin no later than January 15<sup>th</sup> of the previous school year. The District may implement a tentatively agreed-to calendar only with the written concurrence of the Association.

## **Planning Time**

**4.4** Planning time is used for individual and group planning for the instructional program and working toward school improvement goals. Each TK- 6<sup>th</sup> Grade teacher will be provided a half day professional release day in which a substitute will be provided. Planning time and dates should be coordinated and approved with site Principals.

## **Banking Time/Teacher Collaboration and Planning**

**4.5** Banking time was established to create time for teacher collaboration and planning. Excess time created through banking is designated for the following:

- Preparation for Back to School Night and/or Open House
- Parent Conferencing
- Grade Level Writing Prompt Reading

**4.5.1** Number of shortened or minimum days per year based upon banking:

- 40 shortened days for grades TK-5 (elementary schools)
- 38 shortened days and 2 minimum days for grades 7-8 (middle school)
- 140 regular schedule days per year at all levels/schools
- Three (3) shortened day afternoons (as needed) for District Staff Development

**4.5.2** Example School Bell Schedule from original MOU (See Appendix B)

## ARTICLE 5 COMPENSATION

### Salary Schedule

**5.1** The Certificated Salary Schedule is attached to this Agreement as Appendix. In addition, employees shall receive a two (2%) percent one-time off-schedule bonus for the 2018-19 school year. The bonus is retroactive to July 1, 2018. In addition each of the longevity stipends on the certificated salary schedule will be increased by \$250.

**5.1.1** In order to qualify for any step advancement, an employee shall have been in paid status for at least 75% of the prior school year.

**5.1.2** Special Education Teachers receive a \$500.00 (FTE) stipend.

**5.1.3** Special Education Program (Moderate/Severe) "Take-back" Stipend of \$4,000 per regular school year, plus \$1,000.00 for service in an extended school year.

**5.1.4** A, 7<sup>th</sup>, or 8<sup>th</sup> grade teacher who teaches a regular class in-lieu of an assigned preparation period when the assignment of an extra period is for one semester or longer shall be compensated at 1.5 times the employee's per diem hourly rate.

**5.1.5** An employee who is required to attend in-service training shall be compensated at his or her per diem rate of pay for any day that exceeds the teacher's assigned work year as set forth in Article 4, paragraph 4.1 or 4.1.3, as applicable.

**5.1.6** A unit member will receive the following if an absence was entered into the absence reporting system two weeks prior to the date of the District Professional Development (DPD) and the unit member is called back to the classroom duties.

- One (1) hour extra duty pay at the \$30.00 hourly rate if a grade level teacher is called back from ½ day District Professional Development (DPD) release when a substitute is unable to be secured.
- Two (2) hours extra duty pay at the \$30.00 hourly rate if a grade level teacher is called back from a full day of District Professional

Development (DPD) release when a substitute is unable to be secured.

#### **Initial Salary Placement - Credit for Professional Work Experience**

**5.2** An employee who is new to the District shall be allowed salary schedule placement credit for up to nine years of previous experience with a maximum salary schedule entry placement of step ten.

**5.2.1** Previous experience shall meet all of the following criteria, in addition to any pertinent college and university credit criteria:

- the previous service was rendered for at least 75% of the school year on the basis of a full-time contract;
- the previous service was rendered after verification of a Bachelor's Degree;
- the previous service was rendered in a public school system within the United States of America, or in dependent schools maintained for American Overseas dependents; or WASC-accredited private and/or parochial schools; and,
- the previous service was rendered in a position comparable to the initial District assignment.

**5.2.2** Each new employee shall be appropriately placed on the Salary Schedule column consistent with District approved professional work experience.

**5.2.3** Teachers with a California Preliminary Credential will automatically be placed on Column III of the salary schedule. To attain Column IV teachers will continue to be required to complete 45 post BA units.

#### **Credit for Continuing College and University Training**

**5.3** Except as provided herein, in order to receive salary schedule credit, an employee must present official transcript evidence of completed courses within six months after



1 course completion. All units and degrees must be earned from institutions accredited by  
2 the American Association of Schools and Colleges, or regional affiliations.

3 **5.3.1** The unit requirement for each salary column is stated in semester hours of  
4 credit; quarter hour credits shall be computed in semester hours by  
5 multiplying quarter units by two thirds. For salary schedule purposes, only  
6 semester units as described herein, earned after the confirmation of the  
7 Bachelor's Degree shall be credited. Units to be applied for current year  
8 salary schedule credit shall:

- 9 • be completed prior to the start of a school year or as approved by the  
10 Superintendent or designee; and,
- 11 • be verified in the District office with official transcripts prior to  
12 October 1<sup>st</sup>.

13 **5.3.1.1** Upper division or graduate-level courses may be credited if  
14 the course:

- 15 • is directly related to the employee's current  
16 assignment, or,
- 17 • is directly related to the employee's major or minor field  
18 of preparation, or,
- 19 • is part of an advanced degree program related to the  
20 employee's current assignment, or,
- 21 • is required by a California credential evaluation or  
22 renewal, or,
- 23 • is (for teachers in a self-contained classroom program)  
24 in a subject commonly taught in the elementary  
25 schools.

26 **5.3.1.2** Lower division courses may be credited if the course:

- 27 • is required by a California credential evaluation or  
28 renewal, or,

- previously has not been taken, is offered by a teacher training institution, and is directly related to an employee's current assignment, or,
- is a course required as a foundation for acquiring of an additional major or minor field of preparation related to the employee's assignment. The lower division courses are credited only when the requirements of a full major or minor field of preparation have been met.

**5.3.1.3** Repeat credit may be granted for a course taken at a teacher training institution where the content field has recently undergone substantial change or, in the case of a course taken previously, an updating of employee training is desirable.

**5.3.1.4** Credit may be granted for classes offered by adult schools or private foundations where the content is valuable to teacher training and/or the content is valuable to the District's innovative programs.

**5.3.1.5** Prior approval from the Superintendent or designee is required for any of the courses encompassed by paragraphs 5.3.1.2, 5.3.1.3, or 5.3.1.4.

**5.3.1.6** Credit shall be granted for any course in which a "C" or better grade is earned. (or "pass" if a pass/fail grading system is used by the educational institution).

**5.3.2** District salary credit shall be granted for District approved Staff Development programs. Each District approved Staff Development program shall be assigned a salary credit value where 15 hours (including seat-time and outside activities) equals one unit of credit of a three-unit

1 class. The District will provide forms for employees to sign-in and to record  
2 their staff development hours.

3 **5.3.3** As of each July 1<sup>st</sup>, each employee shall be appropriately placed on the  
4 Salary Schedule column that reflects verified course work.

5 **5.3.3.1** An employee who intends to move to a new salary schedule  
6 column must file a "Notice of Intent to Change Column" with  
7 the District Office. The Notice must be received by the District  
8 prior to May 1<sup>st</sup> of the calendar year before the column change  
9 is to be effective. Column changes will be processed only for  
10 those employees who have filed a timely "Notice". There shall  
11 be no appeals or exceptions for late filings.

12 **5.3.3.2** All official transcripts supporting the column change must be  
13 filed with the District no later than October 1<sup>st</sup> of the year in  
14 which the change is to be effective, except for delays caused  
15 by the issuing University. In that case, an unofficial grade  
16 card or other proof of completion will be accepted on a  
17 conditional basis until the official transcript is submitted to the  
18 District. In no case shall any unofficial proof of completion be  
19 accepted for more than two months after the October 1<sup>st</sup>  
20 deadline.

21 **5.3.3.3** Transcripts verifying courses that are more than six months  
22 old must be received in the District office by March 10<sup>th</sup>, prior  
23 to the start of any school year for which they are to be  
24 credited for a column change.

#### 25 **Incorrect Salary Placement**

26 **5.4** Errors in current salary schedule placement shall be corrected during the fiscal  
27 year in which the error is discovered, and any such corrections shall be retroactive and  
28 apply to the current year and the two previous years if applicable.

1 **Tuition**

2 **5.5** Employees who take classes that are required for compliance with state mandates  
3 will have their tuition paid for by the District in addition to receiving credit on the salary  
4 schedule.

5  
6 **National Board Certification**

7 **5.6** Employees are compensated for the cost of participating in the examination  
8 process for National Board Certification. Compensation consists of reimbursement of  
9 costs for up to three attempts, all of which must be supported by receipts and/or  
10 documentation acceptable to the District. Only employees who are employed by the  
11 District while participating in the examination process are eligible for reimbursement  
12 pursuant to this paragraph.  
13

14 **Summer School, Coaching, Committees, and Other Paid Duties**

15 **5.7** An employee who is requested to supervise or to become involved with activities  
16 of an educational nature before or after the seven and one-half hour work day, shall be  
17 compensated at the rate of \$30.00 per hour, payable in quarter-hour increments for the  
18 time involved in such activity. The activities shall include, and be limited to summer  
19 school, clubs, after school sports, curriculum development committees, field trips, and  
20 such other committees dealing with or related to the instructional activities normally  
21 required of employees.

22 **5.7.1 Criteria for Summer School Selection**

23 The selection of summer school teachers shall be at the discretion of the District, subject  
24 to the procedures below:

- 25 • Openings for summer school positions shall be posted at all  
26 worksites where certificated employees of the District are assigned.
- 27 • Currently employed District teachers will be given priority for summer  
28 school positions before other candidates are considered.

29 The District shall use the following criteria in priority order for selection among summer  
30 school candidates:

- 31 • Possession of the required credential, and

- Previous successful experiences in teaching the class or grade level required by the position.

A summer school teacher may serve for up to three consecutive years. A unit member who has served as a summer school teacher for three consecutive years will be considered for an additional year of service if there are not enough qualified applicants for the number of summer school positions.

**5.7.2** No pay entitlement shall accrue unless and until there is advance written authorization for the activity.

**5.7.3** This provision does not apply to bus or playground supervision activities.

**5.7.4** Employees are required to submit an “Extra Duty Assignment” form as directed by the District.

#### **Paid (Stipend) Duties**

**5.7.5** Stipends are given for responsibilities that are important to positive culture and achievement. There are four ranges. (Stipends are approved by the Board of Trustees.)

Range 1: Year-long leadership roles that require weekly

planning, commitment, follow-up, and regular meetings. (\$1500)

(Examples: Administrative Designee, Induction, Leadership, Middle School ASB).

Range 2: Year-long responsibilities that require regular commitments, follow-ups, and regular meetings. (\$1000)

(Examples: EL Lead Teacher, Honor Society, Middle School Yearbook Coordinator).

Range 3: Responsibilities that enhance the school, but are optional. These responsibilities generally happen at certain times within the year. (\$600)

(Examples: Elementary Student Council)

Range 4: Responsibilities that enhance the school, but are optional. These responsibilities generally happen at certain times within the year. (\$300)

(Examples: Math Field Day Coach, Promotion Coordination, Safe School Ambassador).

**5.7.5.1** Extra Duty is given for a special job or as an extension of the workday, extra duty can be approved by the principal for “x” amount of hours to get the job done.

(Examples: Middle School intramurals, Curriculum planning that goes beyond workday.)

**5.7.5.2** Payment of stipends to be made upon completion of assignment and signing a commitment form.

### **Employee Health Benefits Package**

**5.8** Employees are entitled to enroll in the Employee Health Benefits Package

**5.8.1** Employees are eligible for a District contribution of \$8,100.00 per school year to enroll in the insurance programs as specified. Married couples/Registered Domestic Partners who are both employed by the District are entitled to combine their district contribution of \$8,100.00 each per school year. The plans are:

#### **MEDICAL PLAN OPTIONS**

Blue Shield - HMO

Kaiser - HMO

BS Net Value - HMO

PERSCare - PPO

PERSChoice – PPO

PERS Select - PPO

#### **DENTAL PLAN OPTIONS**

Delta Dental Enhanced - PPO

Delta Care PMI - HMO

#### **VISION COVERAGE**

Vision Services Plan

**5.8.2** An employee who annually provides proof of medical insurance coverage from another source may decline District insurance and elect to accept \$2,500.00 cash-in-lieu of the Districts maximum annual health benefits. Employees taking the cash-in-lieu of the Districts maximum annual health benefits will receive \$250.00 a month for 10 months.

**5.8.3** Employees who are employed for less than full time will be eligible for the applicable District contribution benefits on a pro-rata basis.

1           **5.8.4** Should a carrier of District group policies formally inform the District that  
2           any program is to be dropped, the District and the Association shall meet  
3           and negotiate a new carrier within 30 days of such notice.

4           **5.8.5** The Association, in conjunction with the District, will review other health  
5           benefit plans for the purpose of reducing overall costs.

6           **5.8.6** Health & Benefit Committee – A Health and Benefit Committee will be  
7           established within 30 days of the beginning of the school year. The  
8           committee, selected by each constituent group, will be composed of 3  
9           members from each of the following groups: CTA, CSEA and District  
10          Management. A chair and secretary will be elected from within the  
11          committee during the first meeting. The minutes from each meeting will be  
12          sent to the constituent's governing board and the Superintendent after each  
13          meeting.

- 14           • The mission of the committee will be to analyze district benefit plans  
15           and investigate alternative plans and providers with the purpose of  
16           reducing benefit costs to the district. The committee will report  
17           findings and make recommendations to the constituent groups each  
18           year.

#### 19 20   **Benefit Contributions During Paid Leaves of Absence**

21   **5.9** An employee who is on a District approved paid leave of absence shall continue to  
22   receive the applicable District's benefits contribution in the same manner and amount as  
23   though the employee remained in regular service. The District contribution shall be  
24   canceled if the paid leave expires and the employee does not return to work on the next  
25   work day.

#### 26   **Benefit Contributions During Unpaid Leaves of Absence**

27   **5.10** An employee who is on a District approved unpaid leave of absence may elect to  
28   continue to receive District Health, Dental, and Vision benefits for themselves and their  
29   families by mailing the entire premium required for coverage to the District in advance of

its due date. Benefits under this section shall be canceled when the premium payment is not received in the District Office by the 10<sup>th</sup> of the month preceding the month for which the premium is due.

#### **Benefits Upon Termination**

**5.11** An employee who terminates his or her employment is entitled to continue coverage at his or her own expense. Coverage under this provision may change from time-to-time. Full details of this option will be provided at termination on request.

#### **Post-Retirement Benefits**

**5.12** The District shall provide premium payments for medical insurance for unit members who have reached age 55, have completed a minimum of 15 years of service in the District, and elect to retire. The amount of premium paid will be a percentage of the full medical cap offered to active employees pursuant to the following:

Age at time of Retirement	Percentage of District's Contribution for Medical Benefits
55	50%
56	60%
57	70%
58	80%
59	90%
60	100%
61	100%
62	100%
63	100%
64	100%

All District paid premiums will cease when the retiree becomes eligible for Medicare.



1 The selection of the medical plan shall be from among those available to active  
2 members. Retirees shall make payments to the District prior to the first of each month for  
3 the excess costs of the medical plan selected.  
4

5 For the 20017/18 school year only, a bargaining unit member must submit a letter of  
6 retirement to the District within 30 calendar days after the ratification of this agreement.  
7 In all subsequent years, bargaining unit members must submit a letter of retirement to the  
8 District by February 1<sup>st</sup> of that school year. Letters of retirement shall be irrevocable with  
9 the exception that the Superintendent may take into consideration a bargaining unit  
10 member's extraordinary circumstances. If the Superintendent determines extraordinary  
11 circumstances exist, the Superintendent may permit a bargaining unit member to rescind  
12 his/her letter of retirement or may permit the submission of a letter of retirement after the  
13 deadline and remain eligible for these post-retirement benefits.

14 There shall be no cash-in-lieu option.  
15

#### 16 **Pre-Retirement Part Time Option**

17 **5.13** Pre-retirement part-time option available pursuant to Education Code (44922,  
18 22713, 22724)

- 19 • Employees must request this option (22713.a)
- 20 • Employees must be 55 years or age or older (449422.1a, 22713.4)
- 21 • Employee must have 10years of full-time certificated service  
22 (44922.1b, 22713.2)
- 23 • Employee must have the last consecutive 5 years of full-time service  
24 in the Castaic Union School District (44922.1b & 1c, 22713.3)
- 25 • Employee cannot work more than 10 years in this capacity  
26 (44922.2h, 22713.5) and cannot exceed 70years of age under this  
27 option

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- Employee can opt out of this program upon completion of the first year, after the first year assignment can be revoked by mutual agreement (44922.1d)
- Employee must work a minimum of 50% of the work days in the school year (44922.2f, 22713.6) or 50% of the time.
- Employee must continue to pay the full-time STRS rate/payment for employees (22713.7d)
- District must continue to pay the full-time STRS rate/payment (22713.7e)
- District must provide the same health benefits to the employee as it does to other full-time certificated employees (44922.2)
- District will provide pro-rated sick leave (50% or greater) (44922.2)
- Verification, prior to granting a reduction of workload under these provisions verification of eligibility must be confirmed with the employer and the administrative staff of the CalSTRS (22713.7c)

**ARTICLE 6**  
**CLASS SIZE**

**6.1** It is the goal of the District that individual class sizes should not exceed the following number of students:

- TK-2 30
- 3-6 32
- Multi-grade 28
- 7-8 33 daily period average
- PE 50 daily period average
- RSP 28 (Education Code Article 56362)
- SDC 15

Class size overage will be determined on the last attendance day of each month. The staffing goal for Middle School counselors is one-full-time counselor per 500 students, plus one additional counseling period for each additional 75 students.

**6.1.1** If the number of students in any one classroom exceed the goal for the specified level, the Principal, shall determine the best means to assist the employee and meet the goal. To meet the class size goal, the following options shall be considered:

- Hiring of additional certificated employees;
- Reorganization of classes at the affected level;
- Compensation of the affected teachers in self-contained classrooms at \$8.00 per student per day. In grades Transitional Kindergarten through 6th, the overage amount is multiplied by the number of attendance days in the month;
- Compensation of affected teachers at the middle school will be \$8.00 per student per day. The average is achieved by dividing the total number of student in all academic classes (core and electives) by the number of classes taught. Middle school teachers shall receive a

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pro-rated share of this payment. The payment shall be made at the end of the semester in which the overage occurs.

- Providing the affected teacher with additional sick days.

**6.1.2** The affected teacher shall receive the assistance agreed to by the site administrator for the total period of time the class was not in compliance until the number of students no longer exceeds the goal for the specified level.

**6.1.3** For purposes of the Article, any TK through 6<sup>th</sup> grade student placed in a teacher’s classroom for more than 40% of the regular instructional day shall count as a student enrolled in that teacher’s class.

1 **ARTICLE 7**

2 **SAFETY AND OTHER WORKING CONDITIONS**

3

4 **Safety-Related Issues**

5 **7.1** Employees shall not be required to work in unsafe conditions or to perform tasks  
6 that endanger their health, safety, or well-being.

7 **7.1.1** An employee shall be responsible for submitting written notification to the  
8 District regarding the maintenance of safe working conditions, facilities and  
9 equipment, repairs and modification, and other practices designed to insure  
10 compliance with California Insurance Fund, and the provisions of the  
11 School District fire and liability insurance program.

12 **7.1.2** Upon written notification, the District shall eliminate or make efforts to  
13 correct any unsafe or hazardous conditions within 20 working days.

14 **7.1.3** Employees shall be provided coverage under the terms and conditions of  
15 the District's Workers' Compensation Program and illness leave provision  
16 for any injury or illness arising out of or in the course of their employment.

17 **7.2** The District shall comply with provisions of the California Occupational Safety and  
18 Health Act, as amended (California Labor Code, section 330, et. seq.)

19 **7.3** Any abuse of a District employee, assault or battery upon employees at any time  
20 or place which is related to school activity or attendance shall be reported by the  
21 employee to his or her immediate supervisor. The employee shall complete reports  
22 required by the District relating to the incident. The District shall provide full support to  
23 employees who have been assaulted while in the performance of their duties.

24

25 **Miscellaneous Working Conditions**

26 **7.4** Professional Release Time. An employee may request release time for  
27 professional and educational enhancement. The request shall be submitted to the  
28 Principal not less than three working days prior to the beginning date of the leave. Such

1 professional release time approved by the Principal shall receive full compensation. The  
2 employee shall provide, upon District request, verification of the use of the time.  
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4 **Car Pool Duty**

5 **7.5** Teachers will not be assigned to stand PM Car Pool duty.  
6

**ARTICLE 8**  
**LEAVES OF ABSENCE**

**8.1** Employees are eligible for paid and unpaid leaves of absence as summarized in this Article.

**Education Code Leaves**

- Regular Sick Leave: Ten days per school year for illness or injury with unlimited accumulation (Education Code section 44978). A part-time employee earns sick leave based on the ratio of the part-time assignment to a full-time assignment. Pursuant to the procedures, provisions, and requirements of Education Code section 45202, an employee may transfer his or her unused sick leave from another school employer to this District.
- Pregnancy and Childbirth: An employee may utilize Regular Sick Leave and Extended Sick Leave for pregnancy, miscarriage, childbirth, and recovery there from (Education Code section 44965). The length of the leave, the date it commences, and the date of return to work shall be determined by the employee and the employee's physician.
- Extended Sick Leave: A total of up to 100 work days of paid leave per school year at 50.00% of the employee's daily rate of pay (Education Code section 44977). The 100-day total includes an employee's accumulated regular sick leave days and excludes the employee's current year's accrual of Sick Leave. Only one increment of differential pay shall be allowed for any single and continuous absence that extends into the next school year.
- Personal Necessity Leave: Up to ten days of paid leave per year upon prior approval, charged to the current year's accrual of Sick Leave (Education Code section 44981). A request for prior approval shall be submitted to the immediate supervisor normally not less than three days in advance of the leave. Prior approval is not required for the death or serious illness of a member of the employee's immediate family or for an accident involving the

employee's person or property, or the person or property of a member of the employee's immediate family.

- Personal Business Days: May be used by an employee for matters of personal necessity which cannot be scheduled outside of working hours and which do not qualify for the reasons otherwise specified as Personal Necessity (immediate family illness, additional bereavement leave, accident or imminent danger to property, appearance in court, unavoidable, inevitable or indispensable personal matters which cannot be handled out of regular work hours). Personal Business Days shall not require the employee to explain the purpose of the days off, but shall not be used to extend a scheduled holiday, break or unassigned days.

(Reminder): As with Personal Necessity Leave, Personal Business Days require notice to your direct supervisor, site administrator, or department/division administrator using the "Request for Authorized Absence" form in advance of the day(s) requested.)

- Bereavement Leave: Three days of paid leave on account of the death of a member of the employee's immediate family as defined in Appendix B (Education Code section 44985). If the out-of-state travel, or in-state travel of 350 miles or more is required, two additional days are allowed.
- Industrial Accident and Illness: Up to 60 days of paid leave per occurrence to be used prior to regular sick leave (Education Code section 44984) for an approved workers' compensation claim.
- Jury Duty Leave: Paid leave for the actual time required for regular jury service (Education Code section 44037).
- Sabbatical Leave: Paid leave for study and travel (Education Code sections 44966 through 44972).



## **Non-Education Code Leaves**

- **Family Medical Leaves**: Unpaid leave that provides up to 12 weeks in a 12-month period. Benefit levels and required time of service are as provided by applicable provisions of California statutes or Federal law.
- **Family Sick Leave**: Up to six (6) days of leave per calendar year for an eligible employee to attend to the illness of a parent, child, or spouse, charged to the employee's Regular Sick Leave balance (Labor Code section 233).
- **Subpoenaed Witness Leave**: Paid leave for the actual time required to comply with a subpoena or other court order as a witness in any judicial proceeding (Labor Code section 230).
- **Military Leave**: Unpaid leave as provided by Military and Veterans Code section 395.

## **District-Granted Local Leaves**

- **Personal Leave**. When no other leaves are available as a matter of right or contract, a leave of absence may be granted to an employee on an unpaid basis upon any terms and conditions acceptable to the employee and the District. A request for a leave of five or more working days is subject to prior review and approval by the Board of Trustees.

### **Note:**

The leaves of absence listed in this paragraph and others are established and governed by provision of various California statutes, Federal law, or District policy. Where a leave of absence is pursuant to the terms of a statute, e.g., Education Code, Labor Code, the current text of the applicable Code may be accessed online at [www.leginfo.ca.us](http://www.leginfo.ca.us).

**8.2** Unless specifically required by the Education Code, the utilization of any leave of absence that is granted to employees by other California statutes or Federal law (e.g., California Family Rights Act, Federal Family and Medical Leave Act of 1993) shall not

1 serve to extend the maximum period of time on leave of absence to which an employee  
2 is entitled prior to being placed on a 39-month re-employment list.

3  
4 **8.3** The District and the Exclusive Representative understand and agree that some of  
5 the leaves granted by law (including those listed above) specifically define those family  
6 members to which a given leave applies. In that case, the specific definition of the  
7 persons covered by the leave shall be applicable.

8  
9 **8.4** Except for the issues of whether (1) a listed leave was improperly denied; (2) the  
10 amount of leave time was incorrectly calculated; or, (3) a written notice requiring  
11 verification of the use of leave was issued without cause, no grievance may be filed or  
12 maintained with regard to the listed leaves.

13  
14 **8.5** The employee shall be reinstated to the position held prior to the leave when  
15 required by the underlying statute, e.g., Family Medical Leave Act. An employee who  
16 returns to work from an approved leave of absence normally shall be reinstated to the  
17 position held prior to the leave. Otherwise the employee shall be reinstated to a position  
18 for which the employee holds a credential.

19  
20 **8.6** The process for application and approval of leaves granted pursuant to this Article  
21 (including required verifications) shall be consistent with prior practices.

22  
23 **Personal Business Days**

24 **8.7** Full time unit members (who serve 75% of the school year in paid status) will be  
25 awarded two (2) additional days of Personal Illness Leave when no days of Personal  
26 Illness Leave (which includes Personal Necessity Leave) are utilized during the school  
27 year. An employee covered by this agreement employed less than full time shall be  
28 entitled to the Personal Leave bonus in the same ratio that their employment bears to full  
29 time employment.

1 Exception: A limit of two (2) absences can be used as Personal Business as defined  
2 below. The two Personal Business Days will not be counted against an employee's  
3 attendance for the purpose of receiving the bonus. In other words, an employee is still  
4 considered to have perfect attendance even if they utilize the Personal Business Days.

5 **8.7.1** Personal Business: a maximum of ten (10) Personal Business Days are available  
6 per year from an employee's Personal Illness Leave Balance. Personal Business Days  
7 shall not require the employee to explain the purpose of the days off, but shall not be  
8 used to extend a scheduled break. An employee covered by this agreement employed  
9 less than full time shall be entitled to the Personal Business Days in the same ratio that  
10 their employment bears to full time employment.

11 **8.7.2** Personal Business Days may be used by an employee for matters of personal  
12 necessity which cannot be scheduled outside of working hours and which do not qualify  
13 for the reasons otherwise specified as Personal Necessity (immediate family illness,  
14 additional bereavement leave, accident or imminent danger to property, appearance in  
15 court, unavoidable, inevitable or indispensable personal matters which cannot be handled  
16 outside of regular work hours). Personal Business Days shall not require the employee  
17 to explain the purpose of the days off, but shall not be used to extend a scheduled  
18 holiday, break or other unassigned days.

19 **8.7.3** As with Personal Necessity Leave, Personal Business Days require notice to your  
20 direct supervisor, site administrator, or department/division administrator using the  
21 "Request for Authorized Absence" form in advance of the day(s) requested.  
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**ARTICLE 9**  
**REASSIGNMENT AND TRANSFER**

**Posting and Selection**

**9.1** Employees at a school site shall be provided an opportunity to request and be considered for reassignment pursuant to paragraph 9.1.2 prior to a formal posting by the District. Thereafter, a notice of vacant position shall be prepared and posted District-wide. The notice shall specify:

- Position description, location, and grade level and/or subject matter;
- Credential, degree, and applicable certification requirements;
- Desired qualifications and skill sets; and,
- Closing date for an application to be submitted.

**9.1.1** Notices shall be posted for not less than ten business days at the District office, the District website, the main office at each school site, and in the workroom or employee lounge at each school site. Employees who wish to receive notification by mail need to contact the Coordinator of Personnel and Payroll.

**9.1.2** An employee who meets the credential, degree, and certification requirements may apply and be considered for the posted position based upon the applicant's qualifications and personal skill sets, including training and experience, evaluation history, and other relevant factors.

**9.1.3** The District shall determine which applicant or applicants would best fulfill the educational needs of the vacant position. If the District determines that two or more employee applicants equally satisfy the requirements of the position, the most senior applicant shall be placed in the position.

**9.2** An employee may submit a blanket application for a transfer at any time during the school year. The District will consider the employee for posted positions as they arise.

1 Applications shall be considered active for the school year in which they are filed plus for  
2 the beginning of the following school year.

### 3 4 **Voluntary Reassignment or Transfer**

5 **9.3** The District shall determine whether a vacant position exists and if the position will  
6 be filled. In the event the District elects to fill a vacancy, it shall determine the  
7 qualifications and criteria for the position.

8 **9.4** An employee who applies for a posted position but is not selected is encouraged  
9 to discuss the matter with the Superintendent or designee. Upon written request, the  
10 reason or reasons that an employee was not selected shall be committed to writing, with  
11 a copy to the employee.

12 **9.5** An employee who is reassigned and or transferred during the school year  
13 (voluntarily) shall be provided three days of release time or per diem pay for preparation  
14 of the classroom prior to the effective date of the reassignment or transfer.

15 **9.5.1** In the event of a classroom change, based on district need, that is not a  
16 reassignment or transfer, the affected employee or employees shall be  
17 provided two day of release time. If the room change is during the summer  
18 or during a holiday period, the employee shall be entitled to two days of per  
19 diem pay.

20 **9.5.2** The District shall provide assistance in moving an employee's classroom  
21 supplies, equipment and materials.

### 22 23 **Involuntary Reassignments and Transfers**

24 **9.6** An employee may be reassigned or transferred involuntarily, provided that the new  
25 assignments fall within the scope of the employee's credential or certification. An  
26 involuntary reassignment may be made to serve the educational needs of the school. An  
27 involuntary transfer may be made to serve the educational needs of the District. An  
28 involuntary reassignment or transfer shall not result in loss of base salary or the health  
29 insurance benefit package.

- 1       **9.6.1** Involuntary transfers shall only be made after the District has posted vacant  
2               or soon to be vacated positions. The District shall encourage employees  
3               who are seeking transfers to apply.
- 4       **9.6.2** The District shall seek qualified volunteers as determined by instructional  
5               program requirements prior to making an involuntary reassignment or  
6               transfer.
- 7       **9.6.3** The District agrees to base any decision on the following reasons:
- 8               • Lack of enrollment or change in the enrollment pattern;
- 9               • Insufficient funding resulting in abolishment of position(s) or  
10              program(s);
- 11              • A change in a school's Instructional program requirements which  
12              may require skills or services in another assignment;
- 13              • To staff a new school or to vacate a school that is to be closed.
- 14       **9.6.4** If two or more employees would satisfy the need for an involuntary  
15               reassignment or transfer equally, the least senior employee shall be  
16               reassigned or transferred.
- 17       **9.6.5** Prior to implementing an involuntary reassignment or transfer, the  
18               Superintendent or designee shall meet with the affected employee. Upon  
19               written request, the reason or reasons for the reassignment or transfer shall  
20               be committed to writing, with a copy to the employee.
- 21       **9.6.6** An employee who is reassigned and or transferred involuntarily during the  
22               school year, holiday period or summer, shall be provided three days of  
23               release time or per diem pay for preparation of the classroom prior to the  
24               effective date of the assignment or transfer.
- 25       **9.6.6.1** The District shall provide assistance in moving an employee's  
26               classroom supplies, equipment and materials.
- 27

**ARTICLE 10**  
**EVALUATION PROCEDURE**

**10.1** Evaluation and assessment of the employment performance of each certificated employee shall be made on a continuing basis as provided by Education Code sections 44660, et seq. The evaluation shall relate to the criteria set forth in Education Code sections 44662(b), 44662(c), and 44662(f) where applicable, and the California Standards for the Teaching Profession.

**10.2** As set forth in Education Code section 44662(a), the evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows:

**10.2.1** At least once every school year for temporary and probationary personnel.

**10.2.2** At least every other year for personnel with permanent status.

**10.2.3** Subject to the conditions and procedures in Education Code section 44664(a) (3), at least every five years for personnel with permanent status who have been employed at least ten years with the District.

**10.2.4** Employees who have served or are serving in a job share should refer to Appendix D.

**10.3** At a mutually convenient time during the first quarter or trimester of the school year in which the evaluation is to take place, the evaluator and the employee shall meet to discuss and agree on the employee's goals and objectives for the evaluation period. The evaluator's general expectations shall be explained to the employee. As a part of this process, the employee may identify, and the evaluator must consider, constraints that the employee believes may inhibit his or her ability to meet the evaluator's objectives or expectations.

1       **10.3.1** In the event of a disagreement over the objectives, standards, and /or  
2       evaluation schedule, the employee and evaluator shall make a good faith  
3       effort to resolve the difference themselves.

4       **10.3.1.1** If the disagreement persists, a third party may be invited to  
5       assist in resolving the differences.

6       **10.3.1.2** The third party shall recommend alternatives to the employee  
7       and evaluator. If either the employee or the evaluator rejects  
8       the proposed alternatives, each shall have the opportunity to  
9       have a written statement attached to the evaluation form.

10      **10.3.2** At any time prior to the summative written evaluation, the evaluator and  
11      employee may agree that serious mitigating circumstances have  
12      invalidated all or part of the goals and objectives. Thereafter, the  
13      evaluator and employee shall mutually agree to an appropriate  
14      amendment.

15      **10.3.3** Evaluations shall not include or be based upon the following:

- 16      • The use of publisher's norms established by standardized tests,  
17      except as provided by Education Code section 44662(b) (1);
  - 18      • Results of any tests utilized for the purpose of a School Improvement  
19      Plan;
  - 20      • Achievement of objectives stated in Individual Educational Programs  
21      (IEP's) of special education students;
  - 22      • Utilization of any "clinical instruction" techniques unless a pre-  
23      observation conference is held within two days prior to the  
24      observation date to determine the specific steps to be observed; or,
  - 25      • The success, or lack thereof, of an instructional or clerical aide in the  
26      performance of tasks assigned by the employee.
- 27



1 **10.4** Each probationary employee ordinarily should have three formal lesson  
2 observations. A permanent employee ordinarily should have two formal lesson  
3 observations.

4 **10.4.1** Formal observations shall last at least 30 minutes and shall be made  
5 known to the employee at least two days in advance.

6 **10.4.2** At any time the evaluator believes that the employee's job performance  
7 may result in an "unsatisfactory" rating if remedial measures are not  
8 undertaken in a timely manner, the evaluator shall provide the employee  
9 with written notification and a recommendation or recommendations for  
10 correction of the deficiency.  
11

12 **10.5** The written summative evaluation shall be completed and provided to the  
13 employee not later than 30 days prior to the last school day scheduled on the school  
14 calendar. The written evaluation shall reflect the evaluator's judgment of the employee's  
15 performance in each area listed on the evaluation document. The evaluation shall rate  
16 the employee as "satisfactory" or "unsatisfactory."

17 **10.5.1** At the end of the review meeting, the employee shall sign the approved  
18 evaluation form (Appendix E) to indicate that it has been reviewed and  
19 that the employee has received a copy. The evaluation shall be placed in  
20 the personnel file. The employee may submit a written response to the  
21 evaluation. Upon receipt, the response shall be attached to the  
22 evaluation in the personnel file.

23 **10.5.2** A summative evaluation that is rated "unsatisfactory" or an evaluation that  
24 is rated "satisfactory" with identified "specific concerns" shall contain, or  
25 be supplemented by, written recommendations for the improvement of  
26 instructional performance, including, but not limited to:

- 27 • Assignment to the PAR program
- 28 • Strategies and techniques for the improvement of the identified  
29 deficiency or deficiencies;

- Assistance to be provided by the evaluator or others;
- Identification of potential resources to assist with improvement; and,
- Time frames for monitoring and evaluating progress toward improvement.

#### **Alternative Evaluation Program**

**10.6** This program allows veteran teachers to continue their professional growth through a creative project that enhances learning and/or professionalism.

**10.6.1** A participant must have at least five years of successful teaching experience in the District; must have demonstrated competence in all areas, must possess a well-defined educational philosophy, and have pursued staff development activities beyond District requirements. Participants shall be selected by the school principal from all qualified volunteers.

**10.6.2** The participant and the evaluator will meet and mutually agree upon a project proposal, time lines, and how project progress will be documented.

**10.6.3** The participant will provide a final written analysis of the project, which, along with other relevant evidence of performance and the California Standards for the Teaching Profession, will be used in a summative evaluation prepared by the evaluator. The summative evaluation and conference shall occur as provided in paragraph 10.5.

**ARTICLE 11**  
**PUBLIC CHARGES**

**Complaints Regarding Instructional Performance**

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

**11.1.1** Any student, parent, or citizen complaint about an employee shall be reported to the employee by the administrator receiving the complaint, within five days of receipt, if the complaint may be used against the employee.

**11.1.2** Should the affected employee believe the allegations in the complaint warrant a meeting, a designated administrator shall attempt to schedule a meeting between the employee and the complainant. At the request of the employee, an Association representative may be present at the meeting. If the complaint is not in writing and the complainant refuses to attend the meeting, the complaint shall not be utilized by the District in any evaluation or disciplinary action against the employee.

**11.1.3** If the matter is not resolved at the meeting to the satisfaction of the complainant, he or she shall put the complaint in writing and submit the original to the affected employee, with a copy to the employee's immediate supervisor. The affected employee shall be given time during the duty day, without salary deduction, to review the complaint. If the affected employee believes the complaint is false and/or based on hearsay, the affected employee shall respond to the complaint in writing and present the written response to his or her supervisor.

1 **11.2** The designated administrator shall determine, with the facts available, the validity  
2 of the complaint. If no written complaint is received, the matter shall be dropped. Any  
3 complaint that is withdrawn, shown to be false, or is not sustained by the designated  
4 administrator's review shall neither be placed in the employee's personnel file nor utilized  
5 in any evaluation or disciplinary action against the employee.

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## ARTICLE 12

### **RIGHTS OF THE EXCLUSIVE REPRESENTATIVE**

#### **Deduction of Membership Dues**

**12.1** Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues. The authorization shall continue in effect until the Association notifies the District that a member has dropped membership in the Association.

**12.1.1** The District shall deduct one-tenth (1/10) of the dues from the regular salary check of the employee each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be deducted so as to complete payments by the end of the school year for those school months remaining.

**12.1.2** With respect to all sums deducted by the District pursuant to authorization of the employee for membership dues, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of employees for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

**12.1.3** The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

#### **Miscellaneous Payroll Deductions**

**12.2** Upon appropriate written authorization from the employee, the district shall deduct from the salary of the employee and make appropriate remittance for annuities, credit unions, savings bonds, charitable donations, or any other plans or programs jointly approved by the District and the Association.

1     **Association Leave**

2     **12.3**   The Association President shall receive release time for one day per week. The  
3     cost of the substitute shall be divided equally between the District and the Association.

4

**ARTICLE 13**  
**GRIEVANCE PROCEDURE**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment and the interpretation of this Agreement. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

**Level One**

**13.1** A grievance shall be presented in writing to the immediate supervisor within ten days following the knowledge of or the occurrence of the event giving rise to the grievance. The grievance form shall be used.

**13.1.1** The immediate supervisor shall meet with the grievant and/or designated Association representative within five days of receipt of the grievance. The immediate supervisor shall, within five days of such meeting, provide a written disposition of the grievance, including the reasons for the action taken.

**13.1.2** If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred within five days following the meeting, the grievance may be appealed to Level Two, within 15 days of the Level One meeting.

**Level Two**

**13.2** The appeal to Level Two shall include a clear and concise statement of the reason for appeal to Level Two, including an explanation of any disagreement with the Level One disposition.

**13.2.1** The Superintendent or designee shall meet with the grievant and/or designated Association representative within five days of receipt of the

grievance appeal and shall provide a written disposition of the grievance within five days of such meeting.

**13.2.2** If the grievant and/or the Association is not satisfied with the disposition of the grievance or if no disposition has occurred within five days of the meeting, the grievant may request the Association to submit the grievance to arbitration.

### **Level Three**

**13.3** If the Association proceeds to arbitration, it shall notify the District in writing within ten days of the decision at Level Two.

**13.3.1** Representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from the arbitrator to serve.

**13.3.2** If the parties are unable to agree upon an arbitrator within 15 days, the Association shall file a Demand to arbitrate to the American Arbitration Association. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

**13.4** The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions of the issues submitted.

**13.4.1** The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

**13.4.2** The arbitrator shall be without power to add to or take away from the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he or she judges to be proper.



1 **13.5** The decision of the arbitrator will be rendered within 30 days of the hearing and  
2 submitted to the Association and the Superintendent. It shall be final and binding upon  
3 both parties. If any question arises as to the arbitrability of a grievance, such question  
4 shall be severed from the grievance and a ruling made on the issue of arbitrability before  
5 proceeding further on the merits. The non-prevailing party shall bear the cost of the  
6 arbitrability determination.

7 **13.5.1** Except as provided in paragraph 13.5, all costs for the services of the  
8 arbitrator, including, but not limited to, per diem expenses, travel, and  
9 subsistence expenses, and the cost of any hearing room, will be borne  
10 equally by the Board and the Association. All other costs, except for  
11 released time for the grievant(s), Association representative(s) and  
12 witnesses, will be borne by the party incurring them.  
13

#### 14 **Time Limits**

15 **13.6** Time limits provided for at each level shall begin the day following receipt of the  
16 grievance appeal, or written decision.

17 **13.6.1** In order to process grievances as rapidly as possible, the time limits  
18 specified at each level should be considered to be maximums and  
19 reasonable effort should be made to expedite the process. The time limits  
20 may, however, be extended by mutual agreement which are to be made  
21 in writing.

22 **13.6.2** In the event a grievance is filed at such a time that it cannot be processed  
23 through all the steps in the grievance procedure by the end of the school  
24 year and if left unresolved until the beginning of the following school year,  
25 will clearly result in harm to a grievant, the time limits set forth herein will  
26 be reduced so that the procedure may be exhausted prior to the end of  
27 the school year or as soon as is practicable. However, no extension of  
28 the time to file pursuant to Paragraph 13.1 shall be granted.  
29

1 **Right of Representation**

2 **13.7** An employee alleging a grievance shall be represented at all stages of the  
3 grievance procedure by an Association designated representative upon request.  
4

5 **No Reprisals**

6 **13.8** No reprisals of any kind will be taken by the Superintendent or designee or the  
7 Association and its designee against any grievant, any member of the Association, or any  
8 other participant in the grievance procedure by reason of such participation.  
9

10 **Miscellaneous Provisions**

11 **13.9** The Association, either on its own behalf or on behalf of the affected employees,  
12 may initiate a grievance which affects more than one employee in a single building or  
13 employees in more than one building at Level Two.  
14

15 **13.10** If a grievance arises from action or inaction on the part of a member of the  
16 administration at a level above the principal or immediate supervisor, the grievant shall  
17 submit the grievance in writing within ten days after the occurrence or knowledge of the  
18 grievance directly to the Superintendent and the Association. The processing of such  
19 grievance is to commence at Level Two.  
20

21 **13.11** When it is necessary for a representative designated by the Association to  
22 investigate a grievance or attend a grievance meeting or hearing during the day, the  
23 representative will, upon reasonable notice to the District office or immediate supervisor  
24 by the President of the Association, be released without loss of pay in order to permit  
25 participation in the foregoing activities. An employee who is requested to appear in such  
26 investigations, meeting, or hearings as a witness will be accorded the same right.  
27

28 **13.12** All documents, communications, and records dealing with the processing of a  
29 grievance will be filed in a separate grievance file and will not be kept in the personnel file  
30 of any of the participants.

1 **13.13** Forms for filing grievances, serving notices, taking appeals, making reports and  
2 recommendations, and other necessary documents shall be prepared mutually by the  
3 Association and the District and given appropriate distribution so as to facilitate operation  
4 of the grievance procedure. The costs of preparing a reasonable number of such forms  
5 shall be borne by the District.  
6

7 **13.14** Upon mutual agreement of the Association and the District, a grievance may be  
8 taken directly to arbitration.  
9

10 **13.15** An employee may at any time present grievances to the employer, and have such  
11 grievances adjusted, without the intervention of the Association, as long as the  
12 adjustment is reached prior to arbitration and such adjustment is not inconsistent with  
13 terms of the written Agreement. The District shall not agree to a resolution of the  
14 grievance unless and until the proposed resolution has been reviewed by the Association  
15 which also has been given the opportunity to file a response that may indicate its  
16 approval or disapproval.  
17

18 **13.16** By mutual agreement, the arbitration may be held under the Expedited Rules of  
19 the American Arbitration Association.  
20

**ARTICLE 14**  
**CONCERTED ACTIVITY**

**14.1** It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities by Association members or by its officers or agents during the term of this Agreement, including compliance with requests from other labor organizations to engage in such activity.

**14.1.1** The Association and its representatives recognize a duty and obligation to comply with the provisions of the Agreement and to make every effort toward including all employees to do so. In the event of a strike, work stoppage, or slow down by employees who are represented by the Association, but acting outside the direction of the association, the Association agrees, in good faith, to take all necessary steps to cause those employees to cease such action.

**14.1.2** It is understood that in the event this article is violated, the District may withdraw any rights, privileges, or services provided for in this Agreement or Board Policy from any member of the Association.

**14.2** It is further agreed and understood that the District will take no action to lock out members of the bargaining unit nor to create a situation whereby an employee will be unable to fulfill his or her regular and fixed duties.

**ARTICLE 15**  
**EMPLOYEE DISCIPLINE**

**15.1** The Association recognizes the District's right and responsibility to take appropriate disciplinary action against a unit member on the grounds of unprofessional conduct, or violations of, or refusal to obey reasonable regulations prescribed in the Education Code, or by the State Board of Education, or by the Governing Board of the District, or by administrative rules, or by the requirements of the negotiated agreement. The discipline procedure described herein shall not be a prerequisite to any dismissal action.

**15.1.1** This Article does not apply to nor does it limit the District's right to impose mandatory/optional leaves of absence pursuant to Education Code sections 44939, 44940, and 44942, or to issue statutory letters of unprofessional conduct and/or unsatisfactory performance. The District's right to non-reelect or dismiss probationary and/or temporary employees is specifically excluded from the operation of this Article.

**15.2** The District agrees to apply progressive discipline and correction except where the nature or seriousness of the offense or the possible consequences of repetition reasonably requires more severe action. The level of discipline must relate to the severity of the offense. Discipline shall be for cause.

**15.3** Progressive discipline includes the following:

**15.3.1 Verbal or written warnings.** Verbal or written warnings are used to prevent or to correct behavior where the offense does not warrant a record of the event being placed in the unit member's personnel file. Written warnings shall not be placed in the unit member's personnel file unless, in the District's opinion, subsequent disciplinary action warrants the written record being placed in the personnel file.

1 **15.3.2 Written reprimand.** Written reprimands are used:

2 **15.3.2.1** When a unit member repeats an offense after having previously  
3 received a written warning about the same or similar actions; or

4 **15.3.2.2** When the nature or seriousness of the offense or the possible  
5 consequences of repetition justify a record being placed in the unit  
6 member's personnel file. The unit member shall sign the reprimand to  
7 acknowledge receipt and a copy may be placed in the unit member's  
8 personnel file, together with any written response from the unit member.

9 **15.3.3 Suspension Without Pay For Serious Misconduct.** Suspensions are  
10 used:

11 **15.3.3.1** When a unit member repeats an offense after having previously  
12 received a written reprimand about the same or similar actions; or

13 **15.3.3.2** When the nature or seriousness of the offense or the possible  
14 consequences of repetition justify the suspension. No unit  
15 member shall be suspended for more than fifteen (15) working  
16 days without pay per offense.

17 **15.3.4 Procedures for Suspension Without Pay for Serious Misconduct**

18 **15.3.4.1** A written notice of the proposed suspension without pay for up to  
19 15 working days may be provided to the unit member only by the  
20 Superintendent. The notice of recommendation for suspension will  
21 contain:

- 22 • A statement of the specific acts or omissions upon  
23 which the action is based;
- 24 • A statement of the cause for which the action is  
25 recommended;
- 26 • Copies of any documentary evidence upon which the  
27 District relies in support of the suspension;

- Where applicable, the Education Code section policy, rule, regulation, or directive violated;
- The penalty proposed and the date(s) on which the suspension shall take place;
- A statement that informs the unit member of his or her rights to appeal the suspension under this Article; and,
- A statement of the unit member's right to submit a written response to the notice of suspension for in the personnel file within 10business days.

**15.3.4.2** The unit member shall have an opportunity to meet with the Superintendent concerning the recommended suspension, within 10 business days of receipt of such notice, and to be represented by the Association in such meeting and in all meetings of such subsequent steps of the process.

**15.3.4.3** In the meeting, the unit member shall have an opportunity to provide his or her version of the events, and any reasons why he or she believes that this suspension should not be implemented.

**15.3.4.4** Suspensions without pay of 5 working days or less are appealable to the Board within 10 working days of receipt of the written notice. The Appeal will consist of the Board's written review of the record. The Board may, but shall not be required to hold a closed session concerning the matter to allow each party a brief opportunity to summarize their position. The Board may uphold or reduce, but not increase the number of days. The Board's decision shall be provided in writing, and shall be final.

**15.3.4.5** Within 10 business days of the receipt of a written notice of suspension of 6 through 15 working days, the unit member may

1 appeal the proposed suspension by filing a written request with  
2 the Superintendent. The Governing Board's hearing officer shall  
3 conduct an evidentiary hearing. The District shall present  
4 evidence in support of the recommended suspension of six or  
5 more working days. In order to sustain the suspension without  
6 pay, the hearing officer must determine that the suspension is  
7 warranted by a preponderance of the evidence. The written  
8 decision of the hearing officer shall be provided to the unit  
9 member in writing, and shall be final.

10 **15.3.4.6** This Article does not limit the District's right to evaluate unit  
11 members in accordance with the provisions of this Agreement or  
12 state law, nor does it limit the District's right to issue notices of  
13 unsatisfactory performance or unprofessional conduct under  
14 Education Code section 44938. This Article does not in any way  
15 limit the District's right under state law to institute dismissal  
16 proceedings, to impose immediate suspensions for optional or  
17 mandatory leave of absence offenses when so called for under  
18 the provisions of the California Education Code.

19 **15.3.4.7** Suspension under this Article shall not deprive the unit member of  
20 seniority, health and welfare benefits, or the right to reimburse the  
21 District for any payroll deduction from the member's paycheck,  
22 including, but not limited to, organization dues, credit union  
23 payments, charitable contributions, tax sheltered annuities, or  
24 insurance premiums.  
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**ARTICLE 16**

**PEER ASSISTANCE AND PEER REVIEW**

The Castaic Teachers Association (Association) and the Castaic Union School District (District) strive to provide the highest quality of education to the students attending the schools in the District. Both parties agree that optimum student performance can be achieved when there is a fully qualified teacher in each classroom. In order for students to achieve, teachers need to assistance and support, and enhance teaching performance. Therefore, the parties agree to cooperate in the design and implementation of a professional development program to improve the quality of instruction through expanded and improved staff development peer assistance, and professional accountability.

**A. Peer Assistance and Review (PAR) Panel**

1. The PAR panel will consist of five (5) members. Members of the PAR Panel will include no more than (3) members selected by the Association, one District Office Administrator, the Association President.
2. The PAR Panel will establish the meeting schedule. To hold meetings, the majority of members of the PAR Panel must be present. Such meetings may take place during the regular workday, in which teachers who are members of the Panel will be released from their regular duties without loss of pay. The Chair may schedule additional meetings as needed.
3. The PAR Panel will establish the process to select the Consulting Teacher(s). The Panel will be responsible for selecting Consulting Teachers, evaluating Consulting Teacher(s) and their documentation, and coordinating all trainings for Consulting Teachers during the school year. Written confirmation of participation in the PAR program will provided by the PAR Panel to participating teachers, referred teachers, Principals or immediate supervisors, and Consulting

Teachers. The Consulting Teacher shall report questions and concerns to the PAR Chair.

4. All actions of the PAR Panel shall be consensus of an affirmative vote of the majority of members. When both the Association and the District add members to the PAR Panel, all actions of the PAR Panel shall be by consensus or majority.
5. The PAR Panel shall adopt Guidelines for implementing the provisions of this Article. Said Guidelines will be consistent the provisions of the Agreement and the law, and to the extent that there is an inconsistency, the Agreement will prevail and to the extent the Agreement is inconsistent with the law, the law will prevail.
6. The PAR Panel will recommend an operational budget based on the allocation of the PAR Program.
7. The PAR Panel will establish the standards and evaluation process to be implemented for PAR participants. Until the new evaluation process is adopted, the District shall use the California Standards for Teacher Performance for PAR participants in the teacher evaluation process.
8. When a teacher is being moved into or out of the PAR Program, the PAR Panel shall be consulted.
9. The term of the PAR Panel with the exception of the Association President shall be determined by the PAR Panel.

A. **Participating Teachers**

1. All teachers in the first year of service of service in Castaic Union School District will participate in PAR.
2. A Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. There are three (3) categories of Participating Teachers.

1 a. Experienced Teacher Participants (ET)

- 2 • The purpose of participating in the PAR program is to help correct job-related  
3 deficiencies and to assist the unit member in improving performance. Permanent  
4 and Prob-2 unit members who exhibit job-related deficiencies, and have received  
5 an unsatisfactory by the Principal on the Certificated Summative Evaluation form  
6 will be required to participate in the PAR program as an intervention.  
7 • The decision of the Principal to require a permanent unit member to the PAR  
8 program will not be subject to the grievance procedure in Article XIII of the  
9 Agreement.  
10 • The results of the Participating Teacher's participating in the PAR Program may be  
11 used in the evaluation of the teacher pursuant to Education Code Section 44660 et  
12 seq., and subsequent personnel actions.  
13 • Noting herein shall be interpreted as limiting the authority of the Governing Board  
14 of District to initiate any form of discipline against the Participating Teacher at any  
15 time consistent with the law and this Agreement.

16 b. Volunteer Teacher Participants (VT)

- 17 • A permanent unit member who seeks to improve his/her teacher performance may  
18 request the PAR Panel to assign a Consulting Teacher to provide peer assistance.  
19 It is understood that the purpose of such participation is to provide peer  
20 assistance, and that the Consulting Teacher will play no role in the evaluation of  
21 the teaching performance of a Volunteer Teacher Participant. The VT may  
22 terminate his/her participation in the PAR Program at any time without a  
23 requirement to give a reason for said request.  
24 • Unless requested by the VT, information obtained by the Consulting Teacher while  
25 working with the VT cannot be used in the evaluation process and/or as the basis  
26 for mandatory participation in the PAR process.  
27 • The results of the Participating Teacher's participating in the PAR Program may be  
28 used in the evaluation of the teacher pursuant to Education Code Section 44660 et  
29 seq., and subsequent personnel actions.  
30 • Noting herein shall be interpreted as limiting the authority of the Governing Board  
31 of District to initiate any form of discipline against the Participating Teacher at any  
32 time consistent with the law and this Agreement.

33 3. Consulting Teachers and Principals shall have on-going and regular  
34 Communication.

35  
36 B. **Consulting Teachers**

- 37 1. A Consulting Teacher is a tenured/retired teacher who provides assistance to a  
38 Participating Teacher pursuant to the PAR Program. Consulting Teachers will  
39 possess the following qualifications.

- At least four (4) years of recent classroom experience in the District as a teacher.
  - Demonstrated exemplary teacher ability.
  - Extensive knowledge and master of subject matter, teaching strategies, instructional techniques and classroom management strategies necessary to meet the needs of pupils in different contexts.
  - Ability to communicate effectively both orally and in writing.
  - Ability to work cooperatively and effectively with others.
2. With a majority approval from the PAR Panel, Participating Teachers with prior teaching experience may be released from the PAR Program early.
  3. A Consulting Teacher provides assistance to the Participating Teacher in improving instructional performance. This assistance will typically include:
    - Setting and discussing performance goals with the Participating Teacher.
    - Multiple observations of the Participating Teacher during periods of classroom instruction.
    - Meeting and consulting with the Principal or designee of the Experienced Teacher Participant (ET).
    - Demonstrating good practice to the Participating Teacher.
    - Using school district resources to assist the Participating Teacher.
    - Monitoring the process of the Participating Teacher and maintaining a written record.
    - Reports out of the PAR Panel on Participating Teachers.
  4. The PAR Panel may establish the application and selection procedures for the Consulting Teacher.
  5. The PAR Panel may establish a training program for the Consulting Teachers. The Panel will monitor and evaluate for the effectiveness of the Consulting Teachers. The Panel will also establish procedures when and how a Consulting Teacher may be removed for inadequate effectiveness.
  6. Depending on the number of Participating Teachers, the PAR Panel and District Administrator will work together to decide the numbers of Consulting Teacher needed.
  7. The term of the Consulting Teacher(s) shall be determined by the PAR Panel.
  8. The District agrees to indemnify and hold harmless members on the PAR Panel and Consulting Teachers from any liability arising out of their participation in the PAR Program to the extent required under Government Code Section 820.2.

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**ARTICLE 17**  
**CONCLUSION**

**Conclusion of Meet and Negotiation**

**17.1** Accept as provided in any Memorandum of Understanding (MOU) or Tentative Agreement (TA), during the term of this Agreement, the Association and the District waive the right to meet and negotiate regarding matters in this Agreement ending on June 30, 2022, except for reopeners on salary, fringe benefits, and two other articles of each party's choice, and any such changes as prescribed by law either inside or outside the contract.

**Savings Provisions**

**17.2** Should any provisions of this Agreement or any application thereof to any member of the bargaining unit be held contrary to law by a court of competent jurisdiction, such provisions shall be deemed invalid to the extent required by such decision; however, all other provisions and applications continue in full force and effect.

**Term of the Agreement**

**17.3** This Agreement shall remain in full force and effect up to and including June 30, 2022, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing of its request to modify, amend, or terminate the Agreement not later than the termination date of this Agreement.

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**RATIFICATION**

For the District

For the Association

\_\_\_\_\_  
LINETTE HODSON  
Chief Business Official

\_\_\_\_\_  
NEAL SCHNEIDER  
Chief Negotiator

\_\_\_\_\_  
BOB BRAUNEISEN  
Principal Castaic Middle School

\_\_\_\_\_  
DEANDA GIOVANNELLI  
Bargaining Team Member

\_\_\_\_\_  
JULIA PHIPPEN  
Supervisor of Business Services

\_\_\_\_\_  
JOHN DELEMOS  
Bargaining Team Member

\_\_\_\_\_  
STEPHANIE BEACH  
Principal Live Oak Elementary School

\_\_\_\_\_  
KERRY SUMMERS  
Bargaining Team Member

\_\_\_\_\_  
JANENE MAXON  
Assistant Superintendent Educational Services

\_\_\_\_\_  
KATRINA WEINER  
Bargaining Team Member

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**RATIFIED AND ACCEPTED**

By their signatures below, the signatories certify that they are authorized representatives of either the District or the Exclusive Representative as the contracting parties; that all actions necessary for the District or the Exclusive Representative to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law, and that this Agreement is entered into without the need for further ratification and acceptance.

For the Public School Employer:  
**CASTAIC UNION SCHOOL DISTRICT**

For the Exclusive Representative:  
**CASTAIC TEACHERS  
ASSOCIATION/CTA/NEA**

\_\_\_\_\_  
STACY DOBBS  
President, Board of Trustees

\_\_\_\_\_  
SUZANNE GRAFF  
President, CTA/CTA/NEA

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



## APPENDIX A

# 2019-2020 Calendar

SCHOOL BEGINS: August 13, 2019

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6	7	8	9	10
13	14		16	17
20	21		23	24
27	28		30	

M	T	W	T	F
				1
4	5		7	8
11	12		14	15
18	19		21	22
25	26		28	29

M	T	W	T	F
1	2	3	4	LD
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

### NON-ATTENDANCE DAYS

September 2.....Labor Day  
 October 7-8.....Fall Break  
 October 18.....Parent Conferences  
 November 11.....Veteran's Day  
 November 25-29.....Thanksgiving  
 Dec 23-Jan 10.....Winter Break  
 January 20.....MLK Jr. Day  
 February 14.....Non-Attendance Day  
 February 17.....President's Day  
 April 6-10.....Spring Break  
 May 25.....Memorial Day

### ADDITIONAL SHORTENED DAYS

August 13.....First Day of School  
 October 17.....Parent Conferences  
 April 2.....Elementary Open House  
 June 5.....Last Day of School

### BACK-TO-SCHOOL NIGHT

August 12.....Elementary Schools  
 August 29.....Castaic Middle School

### 7<sup>th</sup> GRADE ORIENTATION/OPEN HOUSE

March 19.....Castaic Middle School

### MISSION STATEMENT

Castaic Union School District, in partnership with the community, provides children with a creative and collaborative learning environment supported by a safe and nurturing atmosphere that creates life-long learners and empowers them to be critical thinkers in a global community.

### VISION

Empowering the learners of today for the challenges and opportunities of tomorrow.

### CORE VALUES

Respect • Integrity • Learning • Teamwork • Enthusiasm

- AS All staff returns
- SR Students return
  - CMS minimum day (2)
- X District closed
- C Parent conferences (non-attendance day)
- T Teacher work day
- School holiday (non-attendance day)
- Shortened day
- Student free day
- SD Staff development day (non-attendance days)
- LD Last day (shortened day)

### REPORT CARDS WILL BE SENT HOME ON:

TK-6: Nov 22, March 20 & June 5  
 1<sup>st</sup> Trimester: Aug 13 – Nov 8  
 2<sup>nd</sup> Trimester: Nov 12 – March 6  
 3<sup>rd</sup> Trimester: March 9 – June 5

CMS: 1<sup>st</sup> Semester: January 17  
 2<sup>nd</sup> Semester: June 5

CUSD Board Approved: Revised/Approved 1-17-19  
 \*Dates subject to change without notice



## **APPENDIX B**

### **EXAMPLE BELL SCHEDULE**

#### **Example Bell Schedule from MOU for Banking Time**

##### Regular Day (140)

- Kindergarten (a.m.) 7:45 – 11:38 (232)
- Kindergarten (p.m.) 11:05 – 2:58 (232)
- Grades 1-5 (ES) 8:00 – 2:31 (326)
- Grades 6-8 (ES) 8:35 – 3:18 (353)

##### Shortened Day

- Kindergarten (a.m.) 7:45 – 11:38 (232)
- Kindergarten (p.m.) 9:20 – 1:28 (232)
- Grades 1-5 (ES) 8:00 – 1:32 (267)
- Grades 6-8 (MS) 8:35 – 2:27 (282)

##### Minimum Day

- Grades 6-8 (MS) 8:35 – 12:52 (187)

**APPENDIX C**  
**CERTIFICATED SALARY SCHEDULE**

CASTAIC UNION SCHOOL DISTRICT  
Certificated Salary Schedule

2019/2020 FISCAL YEAR  
(Effective 7/1/19)

STEP	COLUMN					
	I BA	II BA + 15	III BA +30	IV BA + 45	V BA + 60	VI BA + 75
1	40,938	40,938	42,364	44,885	47,408	49,925
2	40,938	40,938	44,416	46,935	49,455	51,976
3	40,938	42,467	46,465	48,984	51,502	54,022
4	42,011	44,442	48,514	51,034	53,554	56,072
5		46,427	50,562	53,082	55,601	58,123
6		48,404	52,611	55,132	57,649	60,268
7			54,659	57,178	59,769	62,466
8			56,708	59,263	61,962	64,656
9			58,756	61,457	64,153	66,848
10			60,952	63,649	66,346	69,041
11				65,840	68,539	71,235
12				68,032	70,728	73,427
13					72,740	75,434
14					74,749	77,446
15					76,762	79,457
16					78,768	81,469

**LONGEVITY STIPENDS FOR UNIT MEMBERS ON COLUMNS V and VI:**

\$1,250 at 18 <sup>th</sup> Year of CUSD Service	80,018	82,719
\$1,750 at 21 <sup>st</sup> Year of CUSD Service	81,768	84,469
\$2,250 at 25 <sup>th</sup> Year of CUSD Service	84,018	86,719
\$2,750 at 30 <sup>th</sup> Year of CUSD Service	86,768	89,469

**ANNUAL STIPENDS:**

\$1,500 Masters Degree

\$1,500 BCLAD OR BCC

\$ 500 Special Education Assignment

\$4,000 Special Education (Moderate/Severe) Program (from "Take-Back")

\$1,000 Special Education (Moderate/Severe) Program – Summer/Extended Year

CLAD Language Stipulations (See Additional Information #5)

### **EXTRA DUTY HOURLY RATE:**

\$30 Per Hour

### **ADDITIONAL INFORMATION:**

1. All units used to advance on this salary schedule must have approval from the Superintendent or designee.
2. Unit Members new to CUSD shall be allowed salary placement credit for up to nine (9) years of previous experience with a maximum salary schedule entry placement of Step 10, provided that such prior service meets with all criteria as stipulated in the Agreement.
3. Effective 7/1/99, additional 1% on salary schedule due to two (2) Staff Development Days, contingent on the receipt of funds pursuant to SB1193 (Ed. Code 44579-44579.4)
4. Teachers with a California Preliminary Credential will automatically be placed on Column III of the salary schedule. To attain Column IV, teachers will continue to be required to complete 45 post BA units.
5. CLAD Stipulations: An increment of \$1,500 shall be granted to all steps in Columns III, IV, V, and VI for CLAD or Language Development Specialist (LDS) Certificates earned by October 1998 (or evidence of certification). All new employees hired after June 1997 will NOT qualify for the stipend. Having CLAD or SDAIE training will be a condition of employment within two (2) years of employment.
6. Effective 7/1/05 the salary schedule will be compressed from 20 steps to 16, with caps on Column III (at step 10) and Column IV (at step 12), and longevity stipends will be adjusted to year 18, 21, 25 and 30 as illustrated above. Employees who are currently above the 10<sup>th</sup> step on Column III, and the 12<sup>th</sup> step on Column IV will not be penalized on the salary schedule, but will not be able to further advance in the column – they can advance on the salary schedule by moving to the next column. Employees who would have received the 15-year longevity stipend in the 2005-06 school year will not receive the stipend until year 18 but will benefit from the compressed salary schedule. Employees who would have received the 20<sup>th</sup> year longevity stipend for the 2005-06 school year will receive it in the 2005-06 school year as planned (“Grandfathered in”) and not be forced to wait until the 21<sup>st</sup> year – no stipend will be received in year 21.

Effective: 7/1/19  
Board Approved: 6/20/19  
Updated: 7/1/19

## **APPENDIX D**

### **SHARED CERTIFICATED CONTRACTS** **(Job Sharing)**

#### **Job-Share Proposals**

1. Individual employees wishing to job share during the succeeding school year shall file a request with the Superintendent by March 1 of the year prior to the year the job sharing proposal will become effective. Job sharing positions are available at the discretion of the school site principal and must be approved annually by the Board of Trustees.
2. Job sharing positions are available at the discretion of the school site principal, and follow the recommended guidelines:
  - a. Job share positions are considered short term and certificated employees will need to apply for this each year.
  - b. Job share positions will not exceed three consecutive years.
  - c. Limit of one job share per grade level at any school site.
  - d. Job share employees should be tenured; or at least experienced enough to be able to demonstrate competency and professionalism in full time positions.
3. The written request will indicate the names of the employees proposing to job share and indicate how they propose to implement the job position.
  - a. The request must also show the manner in which the employees intend to share the salary and benefits for the job sharing position. It is understood that the benefits equivalent to one full-time employee will be shared by the two job sharing employees.
  - b. The request must show details of how the employees intend to coordinate their work, insuring that the educational continuity of the class will be preserved. Duties would be shared between the teachers in a manner that would be developed and acceptable to the employees themselves. The District retains the right to make final decisions about assignments and placement. Examples of duties to be shared are listed below and are not intended to be inclusive.

Duties shared:

- Daily teaching
- Planning and preparation
- Student discipline

- Evaluation of student progress. Employees need to complete all report cards together.
- Student record keeping
- Both employees need to attend the first day of school, Back to School Night, Open House, Parent Conferences and any other pertinent school/grade level events.
- Both employees need to attend all in-service days, whether or not these are their designated days. They are expected to attend the entire day. Employees are expected to attend staff development/buy back days for the full 7.5 hours.
- Adjunct duties, staff meetings, and other professional responsibilities can be shared, as long as there is consistency in representation and communication remains clear and open.
- Other duties as assigned.

### **Configurations**

4. Job sharing will follow one of the following configurations:
  - a. One semester each.
  - b. 2 ½ days during each week i.e. one employee teaches two days, the employees each share a day and the other employee teaches two days.
  - c. Two three-days per week combination. One employee teaches three days and the other employee teaches two.
  - d. Morning sessions will be covered by one employee and afternoon sessions by the other employee each day.
  - e. Some combination of the above agreed to by the employees and approved by the Principal.
5. Approval of job share requests shall be determined by an assessment of the proposal, meeting the needs of the students and the school involved as well as those of the employees. Approval of a job share request shall also be determined by the District's ability to obtain a suitable replacement for the vacancy created by the job share, should it be necessary to fill the vacancy.

### **Mitigations**

6. Should one of the employees in the job share arrangement not be able to complete the agreement or fulfill his or her obligations, the other employee will have one month to attempt to find a satisfactory solution to the

problems created by the loss of the job share partner. The solutions for purposes of this section must be satisfactory to the school Principal. Should the solutions be unsatisfactory, or should the remaining employee not be able to find a solution, the District may require that the remaining partner return to full-time teaching to fulfill the obligation that the two job share employees had agreed to provide.

### **Leave Provisions**

7. While in a job share arrangement, each employee will be considered on leave of absence for the portion and duration that he/she has given up of his/her prior assignment in order to enter the job share arrangement. There shall be no loss of benefits he or she has agreed to share with the other job share employee.

### **Termination of a Job Share Arrangement**

8. When a job share arrangement terminates, the employee may return to full employment only when a vacancy exists.
9. When a job share arrangement terminates, the employee may, with the approval of the Principal that one of them will assume the class assignment that they have been sharing and that the other may take a voluntary transfer/reassignment selected from a list of openings within the District. Should the employees fail to reach an agreement, the employee with the greatest seniority in the District will choose as to whether he or she will assume the class assignment they have been sharing, or take a transfer/reassignment selected from a list of openings within the District. In either case, the employee taking the transfer/reassignment shall have no privileges or benefits, over any other employee, greater than those obtained through the provisions of the article on transfer/reassignment.

### **Salaries and Benefits**

10. Salaries will be pro-rated with each employee being compensated at his or her place on the salary schedule. The normal division of a full time job would be 50-50 with each employee being paid for the 93 days at his or her respective per diem rate.
  - a. Employees participating in the job sharing program shall receive prorated credit for salary schedule advancement. For example, an employee who teaches two years in a 50% job share assignment shall advance a total of one year on the salary schedule.
  - b. Benefits and sick leave will be pro-rated for each employee based on the percentage of time worked. Compensation for in-service days and staff development days will be pro-rated per diem rate in excess of the percentage FTE they work.

- c. When a job share partner is absent, the other partner should be considered first as a substitute teacher. Substitute compensation will be the same as the regular District pay for substitute teachers.
11. For evaluation purposes only, permanent employees in job shares will earn a full year of credit towards ten years of employment.

# APPENDIX E

## CASTAIC UNION SCHOOL DISTRICT Teacher Instructional Goals

Teacher Name: \_\_\_\_\_ School: \_\_\_\_\_

Grade/Subject: \_\_\_\_\_ Year: \_\_\_\_\_

<b>Standard 1: Engaging and Supporting all Students in Learning:</b> 1.1 Connecting students' prior knowledge, life experience, and interests with learning goals. 1.2 Using a variety of instructional strategies and resources to respond to students' diverse needs. 1.3 Facilitating learning experiences that promote autonomy, interaction, and choice. 1.4 Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful. 1.5 Promoting self-directed, reflective learning for all students.	<b>Professional Standard 1: Describe your instructional goals/strategies for this school year as they relate to your students' academic needs.</b>           
<b>Standard 2: Creating and Maintaining Effective Environments for Student Learning:</b> 2.1 Creating a physical environment that engages all students. 2.2 Establishing a climate that promotes fairness and respect. 2.3 Promoting social development and group responsibility. 2.4 Establishing and maintaining standards for student behavior. 2.5 Planning and implementing classroom procedures and routines. 2.6 Using instructional time effectively.	<b>Professional Standard 2: Describe your instructional goals/strategies for this school year as they relate to your students' academic needs.</b>           
<b>Standard 3: Understanding and Organizing Subject Matter for Student Learning:</b> 3.1 Demonstrating knowledge of subject matter content and student development. 3.2 Organizing curriculum to support student understanding of subject matter. 3.3 Interrelating ideas and information within and across subject matter areas. 3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter. 3.5 Using materials, resources, and technologies to make subject matter accessible to students.	<b>Professional Standard 3: Describe your instructional goals/strategies for this school year as they relate to your students' academic needs.</b>           
<b>Standard 4: Planning Instruction and Designing Learning Experiences for All Students:</b> 4.1 Drawing on and valuing students backgrounds, interests, and developmental learning needs. 4.2 Establishing and articulating goals for student learning. 4.3 Developing and sequencing instructional activities and materials for student learning. 4.4 Designing short term and long term plans to foster student learning. 4.5 Modifying instructional plans to adjust for student needs.	<b>Professional Standard 4: Describe your instructional goals/strategies for this school year as they relate to your students' academic needs.</b>           



## APPENDIX E

<b>Standard 5: Assessing Student Learning:</b> 5.1 Establishing and communicating learning goals for all students. 5.2 Collecting and using multiple sources of information to assess student learning. 5.3 involving and guiding all students in assessing their own learning. 5.4 Using the results of assessments to guide instruction. 5.5 Communicating with students, families and other audiences about student progress.	<b>Professional Standard 5: Describe your instructional goals/strategies for this school year as they relate to your students' academic needs.</b>     
<b>Standard 6: Developing As a Professional Educator:</b> 6.1 Reflecting on teaching practice and planning professional development. 6.2 Establishing professional goals and pursuing opportunities to grow professionally. 6.3 Working with communities to improve professional practice. 6.4 Working with families to improve professional practice. 6.5 Working with colleagues to improve professional practice.	<b>Professional Standard 6: Describe your instructional goals/strategies for this school year as they relate to your students' academic needs.</b>     

**Class Profile Reflection:**

**Describe the overall learning strengths and areas for growth of your students. Include information about subgroups. (i.e. ELL, Special Education, GATE, Title 1, 504, etc.) that would complete your class picture for this school year.**

Teacher Signature\_\_\_\_\_ Date\_\_\_\_\_

Evaluator Signature\_\_\_\_\_ Date\_\_\_\_\_

# CASTAIC UNION SCHOOL DISTRICT

## Teacher Alternative Evaluation Reflection

Teacher Name\_\_\_\_\_ School\_\_\_\_\_

Grade Level/Subject\_\_\_\_\_ Evaluation Year\_\_\_\_\_

1. Reflect on your alternative evaluation project; include how the project addressed teaching standard(s); outline how project has enhanced learning and how the project can be extended/refined to be more effective in the future:

Be prepared to discuss this reflection by April 1<sup>st</sup>. Bring evidence of student learning/professional growth impacted by your project as set forth in your proposal. Please respond to attached professional standards sheet with specific statements related to your performance this year.

## **Teacher Evaluation Reflection**

Please reflect on your performance this year as it related to each of the standards below.

**Standard 1: Engaging and Supporting All Students in Learning:**

**Standard 2: Creating and Maintaining Effective Environments for Student Learning:**

**Standard 3: Understanding and Organizing Subject Matter for Student Learning:**

**Standard 4: Planning Instruction and Designing Learning Experiences for All Students:**

**Standard 5: Assessing Student Learning:**

**Standard 6: Developing as a Professional Educator:**

## APPENDIX F

# CASTAIC UNION SCHOOL DISTRICT

## GRIEVANCE FILING FORM

Step of grievance procedure for which this form is filed:

- ☐ Level I: An informal discussion with immediate Supervisor (No Form Necessary)  
☐ Level II: Immediate Supervisor  
☐ Level III: Superintendent  
☐ Level IV: Board of Trustees

Employee name: \_\_\_\_\_ Title: \_\_\_\_\_

Department: \_\_\_\_\_

Statement of grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Specific Article alleged to have been violated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Proposed Remedy: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of representative, if any : \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Response, Level: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTE:** 1. This form is to be filed separately at each level of the grievance procedure. Copies of previous forms related to this matter and other pertinent documents are to be attached.

2. Distribution: Original: Person hearing grievance  
Copy #1: Returned to grievant following determination  
Copy #2: Superintendent following determination  
Copy #3: Personnel Office following determination  
Copy #4: Retained by grievant upon submittal

NOTE: If additional space is needed for any of the above, please use separate sheet.

## **APPENDIX G**

### **DEFINITIONS**

The District and Association agree that the following definitions shall be utilized in the application and interpretation of this Agreement.

“Assignment” - Initial placement of an employee at a school site and/or department(s) by the District. Initial placement of an employee is made by the Superintendent or designee.

“Board of Trustees” – An agency of the state for governance of the District.

“Day” – A calendar day unless otherwise specified (e.g., work day – when employees are required to be on duty; school day – when employees are on duty and students are required to be in attendance; business day – when the District Office is open for business).

“Employee” or “Unit Member” – Any District employee who is included in the certificated bargaining unit as defined in Article II and is therefore covered by the terms and provisions of this Agreement.

“Employer” or “District” – the Castaic Union School District, which employs the services of those employees represented by the Association.

“Grievance” – A Claim by one (1) or more employees or the Association that they have been directly and adversely affected by a violation, misinterpretation, or misapplication of any provision of this Agreement.

“Grievant” – The employee or employees or the Association filing a grievance.

“Immediate Family” – The mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of an employee or any relative living in the employee’s immediate household.

“Immediate Supervisor” – A member of the District administrative staff to whom an employee is immediately accountable.

“Major field of preparation” – Subject matter area or field of study in which an employee has earned 24 semester-hours of approved post-Bachelors’ degree college or university credit.

“Minor field of study” – Subject matter area or field of study in which an employee has earned 20 semester-hours of approved post-Bachelors’ degree college or university credit.

“Official transcript” – A record of a grade or grades from a college or university that bears the official seal of the institution and/or the original signature of the registrar, or the registrar’s designee.

“Per diem hourly rate” – An individual employee’s hourly rate of pay which is calculated by dividing the employee’s per diem rate by 7.5.

“Per diem rate” – An individual employee’s daily rate of pay which is calculated by dividing the employee’s annual wage rate as reflected on the Certificated Salary Schedule by the number of work days in the employee’s work year set forth in Article 4, paragraph 4.1 or 4.1.3 as applicable.

“Reassignment” – Change of an employee’s assignment from one subject matter area to another subject matter area in Middle schools, or a movement of an Elementary school employee from one grade level to another grade level at the same school site.

“Transfer” – The movement of an employee from one school site to another school site (Education Code section 35035). A “voluntary transfer” is one made at the request of the affected employee. An “involuntary transfer” is one initiated by the District.

“Vacancy” – A new or vacated (not an employee on leave) position that is eligible for transfer or hire.