



AGREEMENT BETWEEN
CALISTOGA JOINT UNIFIED SCHOOL DISTRICT
AND
CALISTOGA ASSOCIATED TEACHERS

Calistoga Associated Teachers



"Home of Scholars and Champs"

THREE-YEAR AGREEMENT
EFFECTIVE THROUGH JUNE 30, 2024

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PREAMBLE

The Article and Provisions contained herein constitutes a full and complete understanding between the Board of Trustees of the Calistoga Joint Unified School District (CJUSD), hereinafter called the “District,” and the Calistoga Associated Teachers (CAT), an affiliate of CTA/NEA, hereinafter called the “Association.” The parties agree as follows:

ARTICLE 1 – RECOGNITION

- 1.1 The District recognizes the Association as the exclusive representative of all certificated employees other than management and supervisory employees. Certificated employees, other than management and supervisory employees, shall hereinafter be called “unit members.”
- 1.2 The parties to the Agreement recognize that the duties and work performed by the certificated unit members in the bargaining unit described above shall be performed only by said certificated unit members who are qualified and/or interested in performing the work. (Procedures for filling vacancies and/or new positions shall be pursuant to Article 6, Transfers/Reassignments.)
- 1.3 Individual contracts between the District and a unit member shall be subject to and consistent with the terms of this Agreement.
- 1.4 The Agreement supersedes any rules, regulations or practices of the District, which are or may in the future be contrary to or inconsistent with its terms.
- 1.5 Improvements in unit member benefits which are brought about by the amendment or addition to statutory guarantees now provided in California or federal law shall be incorporated into this Agreement as soon as possible following negotiations after the parties learn of such changes.
- 1.6 If any provision of the Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by court of competent jurisdiction and/or PERB, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. It is further agreed that within thirty (30) days of receipt of notification of the court’s decision, negotiations shall commence regarding matters related to such provision(s).

ARTICLE 2 – SALARY

- 2.1. Unit members shall be paid for 186 workdays, which includes 180 instructional days, two (2) district designated work days, two (2) teacher work days, and two (2) staff development days.
- 2.2. Unit members who voluntarily perform substitute work requested by the building principal or his/her designee shall be paid at a rate of \$50 per full hour at Calistoga Elementary School and Palisades High School and \$50 per full period at Calistoga Junior/Senior High School.
 - 2.2.1. In the event that a substitute teacher is not available to cover a teacher's classroom at Calistoga Elementary School, the students from the uncovered class may be distributed to other classrooms. Each unit member receiving additional students will receive half the daily certificated substitute teacher rate of pay. The number of additional students per receiving class shall not exceed seven (7), and the total number of students in the room must remain within the maximum class size limitations. Unit members may be involuntarily assigned additional students a maximum of one (1) day per trimester. Unit members may choose to voluntarily cover more days. The District will make every effort to find a substitute teacher before resorting to these measures, and will attempt to place students into the most appropriate grade level. A good faith effort will be made by the principal, or designee, to notify teachers by 8:00 a.m.
- 2.3. A unit member who has a Master's Degree or a Doctorate Degree from an accredited institution shall receive an additional stipend, which is reflected on the salary schedule. Masters and Doctoral stipends for part time unit members shall be prorated pursuant to Article 2.5 of the Agreement.
- 2.4. A unit member who can provide proof of valid certification of a BCLAD, BCC, BA or BS in Spanish, or California Teaching Credential in Spanish or with a supplementary Spanish authorization, shall receive a bilingual stipend as indicated in Appendix A-1. The stipend will be prorated for part time unit members based on F.T.E.

- 2.5. A unit member who can provide proof of valid certification as a National Board Certified Teacher shall receive a stipend as indicated in Appendix A-1. The stipend will be prorated for part time unit members based on FTE.
- 2.6. Base salary for less than full time unit members shall be computed as follows:
 - 2.6.1. At the Calistoga Junior/Senior High School, the base salary for part time unit members shall be calculated upon the number of teaching periods required of full time unit members. The number of periods taught by full time unit members shall be the denominator and the numerator shall be the number of teaching periods taught by the part time unit members. The resulting fraction shall be used to multiply the base salary for determining part time unit member salary.
 - 2.6.2. Base salary for less than full time unit members at the Calistoga Elementary School and Palisades High School shall be calculated upon the number of hours required of full time unit members. The number of full time hours required is seven (7). Seven (7) shall be the denominator and the numerator shall be the number of hours assigned to be taught by the part time unit member. The resulting fraction shall be used to multiply the base salary for determining part time unit member salary.
- 2.7. Teachers new to the District, who are employed on or after July 1, 2016, will be given up to nine (9) years of credit for qualifying experience.
 - 2.7.1. To qualify for one (1) full year of service credit, a unit member must have served for at least 75% of the number of teacher workdays in a given school year.
 - 2.7.2. Prior service credit for teaching performed at a private or independent charter school may be allowed when the following conditions are verified:
 - A. The teacher possessed a full and valid teaching credential at the time of service (no emergency or provisional credentials).
 - B. The private or independent charter secondary school is fully accredited by the Western Association of Schools and Colleges (WASC) or it's WASC's equivalent and has its own secondary school campus.
 - C. The private or independent charter elementary school is the equivalent to Calistoga Elementary School in each of the following respects:

1. Instructional calendar (year) and length of instructional day.
2. Elementary school curriculum.
3. Class size.
4. The private school must have its own campus (no home-school programs).

2.7.3. Based upon the District's annual designation of a teacher shortage in a special area of instruction or service, the superintendent may grant additional initial placement credit on the salary schedule of up to two (2) years beyond what is provided in Article 2.7. Such additional service shall not be granted until the District has recruited twice for a position.

2.8. Salary Increase

2.8.1. The 2023-24 Certificated Salary Schedule shall be increased by five and a quarter percent (5.25%) for the 2023-24 school year.

If the property tax revenue from the 2022-2023 J-29 annual report comes in above 9.00% of increased revenue from prior year, this will initiate an additional salary increase in article 2.8 in the 2023-24 school year effective July 1, 2023. The additional salary increase shall be equal to the percent increase above 9.00%.

A. This increase shall apply to all salary schedules and stipends.

2.8.2. The District will assume the full amount of staff development days based on a unit member's per diem rate.

2.9. Salary Schedule Placement and Advancement

2.9.1. Salary Placement and Advancement Placement on the District salary schedule is based on educational achievement and courses and must meet all of the following criteria to qualify:

- A. Must be from an accredited college or university.
- B. Must be verified by official transcript.
- C. Only semester units are counted for salary schedule placement. Quarter units meeting criteria A) and B) above will be converted to semester units by multiplying units by 2/3.

- 2.9.2. For initial salary schedule placement, all courses meeting the criteria outlined in 2.7.1, taken after the date of receipt of a bachelor's degree will be qualified.
 - 2.9.3. To advance on the salary schedule after initial placement, college and university courses should be received with written approval of the Superintendent or site administrator prior to enrollment in coursework in order to ensure advancement on the salary schedule. Without prior written approval of the coursework, units may or may not be approved for advancement depending on whether the coursework meets the criteria outlined in the collective bargaining agreement. The courses submitted for advancement must be clearly and substantially supportive of the unit member's professional growth as a teacher in the District. Professional growth courses shall be defined as those courses which are within the field of education, methodology, or subject matter areas which will contribute significantly to the unit members' position within the District and/or qualify the unit member for another certificated position within the District, or allow the unit member the opportunity to advance to a higher position in the District. It is the unit member's responsibility to ensure that courses meet criteria outlined in 2.7.1.
 - 2.9.4. Only a grade of "C" or better, or "Pass" in Pass-Fail courses, is acceptable.
 - 2.9.5. Work must be taken and confirming evidence (official college transcripts) must be received by the District to receive credit for the advanced placement on the salary schedule. Advanced placement on the salary schedule will occur retroactive to the beginning of the school year if receipt of the official transcript is provided to the District by February 1.
 - 2.9.6. Up to three (3) semester units per school year earned by the unit member attending courses, in-services or workshops as "school business" during a regularly scheduled workday, may be applied for advancement on the salary schedule. The unit member shall pay the fees for the units earned.
- 2.10. Salary
- 2.10.1. The Certificated Salary Schedule is reflected in Appendix A-1. Column one is for placement of any teacher that does not possess a valid teaching credential issued

by the State of California or another state, and is assigned to teach with a California emergency credential.

2.10.2. Effective June 13, 2021, unit members who voluntarily perform extra duty outside of the school day or teach summer school will be paid at a rate of \$70 per hour.

2.11. Staff Development Days and Compensation: It is the expectation of the District and the Association that all eligible certificated staff members participate in the District's staff development days. In furtherance of this goal, it is agreed that leave usage on the three staff development days shall be limited to serious situations such as personal illness of a staff member, the illness of an immediate family member which requires the presence of the unit member, accident involving his/her person, property, or members of the immediate family, bereavement leave, or jury duty.

2.11.1. Two staff development days are included in the 186 workday salary schedule for all unit members. Part-time unit members are expected to participate in all two (2) staff development days and will be paid their full per diem rate of pay for such participation.

2.11.2. The Superintendent, or designee, shall consult with the Association representatives regarding the content of the material to be covered on staff development days. The Superintendent shall make the final decision regarding the content of staff development days.

2.12. Unit members' reimbursement for travel shall be as follows:

2.12.1. Mileage shall be reimbursed at the IRS standard rate as established each year.

2.12.2. Meals shall be reimbursed as per Board Policy and Administrative Regulation 3350 for up to the following amounts:

- A. Breakfast \$15
- B. Lunch \$20
- C. Dinner \$30

ARTICLE 3 – HEALTH AND WELFARE BENEFITS

- 3.1. Effective July 1, 2023, the District will contribute a maximum amount of \$1508 per month for medical, dental, and vision plans.
- 3.2. These amounts will be prorated for less than full time unit members based on F.T.E. All unit members shall be responsible for any excess costs beyond the District contribution for Dental and vision insurance coverage, and for any excess costs to pay the full amount of the Medical insurance plan that they choose.
- 3.3. All full time unit members are required to enroll in the district's medical, dental, and vision programs and all part time unit members are required to enroll in the District's vision program.
- 3.4. A District Benefits Committee composed of the Superintendent or designee and one (1) unit member representative from each school site shall meet at least once annually to review the benefits vendor list and to address issues relating to the district benefit plans. The District and the Association by May 31 shall agree upon the list for the upcoming year.
- 3.5. Calistoga Joint Unified School District will make available to all certificated unit members a program to assist them in the purchase of technology to aid in remaining current with technological standards, which will enhance their instructional programs. This program will consist of no interest loans that can only be used for the purchase of home computers, peripherals or upgrades on existing systems. Unit members with such loans must purchase equipment through the District approved purchase plan. Unit members in the program will be encouraged to purchase equipment that can be used with existing (or anticipated) systems in place at school sites. Loan amounts shall not exceed \$3,500 per individual certificated employee. The order and loan agreement must be in effect before July 15, or each year that the program is in effect. Each loan shall be paid back through a payroll deduction with equal monthly payments. The full amount of the loan shall be paid back on or before June 30, of the same academic year that the loan was taken. If for any reason employment is terminated before repayment is complete, the final balance will be deducted from the final paycheck.

- 3.6. Upon retirement, any unit member enrolled as an active employee on a District medical, dental, or vision plan may continue coverage for himself/herself including eligible dependents, as a self-paid retiree. Should a retiree allow his/her coverage to terminate for any reason, the retiree will not be allowed to re-enroll in the District sponsored plan. Nothing in this article shall compel the retiree to purchase any benefits through the District.

ARTICLE 4 – LEAVES

4.1. General Provisions

- 4.1.1. All Education Code sections on leaves shall be incorporated into and remain an integral part of this Agreement for its duration.
- 4.1.2. Upon being granted a leave of absence, a unit member shall receive written notification stating dates of period of leaves and procedural guidelines for return from leave and/or extension of leave.
- 4.1.3. In the absence of an approved leave, all unit members are required to report to their assignments on a timely basis. Failure to return to work upon the expiration of an approved leave constitutes a serious violation of District rules and may be grounds for disciplinary action.
- 4.1.4. Absence Request/Report Form: When a unit member has prior knowledge of an absence, the absence form shall be completed and submitted, in advance, to the unit member's immediate supervisor. Where approval, in advance, is necessary, the unit member is responsible for securing approval before taking the leave or absenting himself/herself for his/her regular work site. Absence forms shall be used for all paid or unpaid leave. For requests relating to attendance at a workshop, conference, or other school business activity, the request must be submitted a minimum of three weeks in advance.

4.2. Paid Leaves

4.2.1. Sick Leave

- A. At the beginning of each school year, each full time unit member shall be credited with ten (10) days of paid sick leave allowance to be used for absences caused by illness or physical disability, or appointments with health care providers which occur during the regular school day. Unit members who do not work the entire school year or work part time shall be credited with a pro rata share of sick leave days based upon one (1) day per month for full time unit members.
- B. The unit member shall inform his/her supervisor of the impending absence as soon as it is practicable.

- C. Information regarding accumulated sick leave shall be indicated on the unit member's pay stub, and available online through the Napa County Office of Education payroll system.
- D. When there is reason to believe the unit member's medical condition may preclude performance of duties or pose a hazard, the District may require written medical clearance, at the expense of the District if not covered by the unit member's insurance, before the unit member returns to work.
- E. The District may request medical verification of absences which exceed three (3) days.
- F. Sick leave days may be used for pregnancy, childbirth, or any condition thereof, which results in disability.

4.2.2. Personal Necessity

- A. A unit member may use up to ten (10) days per year of accrued sick leave for absences necessitated by personal necessity. Personal necessity leave shall be taken for reasons that the unit member cannot reasonably be expected to ignore and cannot be dealt with outside of the regular workday.
- B. No prior approval is required for personal necessity in these circumstances:
 - 1. Death (when additional leave is required beyond that provided in Bereavement Leave) or serious illness of a member of the immediate or immediate step family. Immediate family means mother, father, grandmother, grandfather, or grandchild of the unit member or of the unit member's spouse and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, niece or nephew of the unit member or any other relative living in the immediate household of the unit member.
 - 2. Serious accident involving the employee or employee's property or the person or property of his/her immediate family.
 - 3. Victim of burglary or other serious felonies

4. Victim of flood, earthquake, fire or other disasters.
- C. In the circumstances outlined above, the employee shall inform the school principal or designee as soon as practical that he/she will be taking personal necessity leave.
- D. Unit member's qualify for personal necessity leave under the following conditions for which prior approval, at least 3 days in advance of the leave, is required:
1. Appearance in court as a litigant or as a witness under official order
 2. Business related to probate a will, adoption procedure, or as executor of an estate
 3. Funeral or memorial service of a close friend.
 4. Other personal or pressing obligations, which cannot be conducted during non-work hours. The specific nature of such obligations shall be stated on the absence request form.
- E. Personal necessity leave shall not be used for political activities or demonstrations, extension of school holidays, vacations, or weekends for recreational matters, a convention related to such member's avocation, civic or organizational activities, unit members Association activities, spouse's business, profession or avocation, pursuit of other employment, work stoppage or strike.
- F. For personal necessity requiring prior approval, unit members shall submit an Absence Request Form to their immediate supervisor at least three (3) days prior to the beginning date of the leave, except where extenuating circumstances make this impossible. The specific nature of the obligations requiring personal necessity leave shall be stated on the absence request form.
- G. Personal Leave: Three (3) of the ten (10) days available for personal necessity leave may be used for an employee's personal business, without the requirement that the unit member state the reason for such leaves.

Personal leave requires prior notification of the school principal or designee three (3) days in advance of the leave, except in an emergency.

- 4.2.3. Extended Sick Leave: Pursuant to Education Code Sections 44977 and 44977.5, when a unit member is absent from duties on account of long term illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment, the unit member shall be entitled to his/her salary minus an amount not to exceed the sum paid to a substitute or if no substitute was employed, the amount which would have been paid to a substitute had one been employed.
- 4.2.4. Bereavement Leave: Unit members are entitled to a paid leave of absence, not to exceed five (5) days on account of the death of any member of his/her immediate or immediate step family.
- 4.2.5. Pregnancy Disability Leave (PDL):
 - A. A unit member may utilize accumulated sick leave for the purpose of a disability related to pregnancy, miscarriage, childbirth and the recovery there from.
 - B. PDL may be taken for up to four months (or more specifically, for up to 88 work days) per pregnancy.
 - C. The length of such leave, including the date on which the leave shall commence and the date of which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician, provided that such verification demonstrates that such leave is for disability and is not for the purposes of child care or any purpose other than pregnancy-related disability.
 - D. PDL shall run concurrently with the unit member's sick leave. Differential pay shall be provided during PDL once a unit member has exhausted their available sick leave balance.
 - E. The disability must be verified by a written statement from the attending physician and the Superintendent may require that this statement be updated from time to time during their period of disability.

- F. If the unit member wishes to extend their leave, they may do so under the appropriate subsection of the Article.

4.2.6. Family Care Leave

- A. Eligible bargaining unit members may request family leave of absence for up to 12 work weeks within a 12-month period which applies to:
 - 1. Parental child bonding with their newborn child.
 - 2. Placement of a son or daughter with the unit member for adoption or foster care.
 - 3. Care for a child of any age, spouse, domestic partner, parent, grandparent, grandchild, or sibling with a serious health condition.
 - a. “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee or the employee’s domestic partner, or a person to whom the employee stands in loco parentis.
 - b. “Parent” includes a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.
 - 4. When the employee is unable to work due to a serious health condition.
- B. Parental Leave Terms and Conditions
 - 1. When the need for parental leave is foreseeable, unit members will be required to provide reasonable advance notice of the intent to take parental child bonding leave. This notice requirement applies to leave taken in a continuous block or intermittent increments of two weeks or more.
 - 2. The leave may be taken in a continuous block of leave up to a maximum of twelve (12) work weeks. If the school year ends prior to the completion of twelve weeks, the unit member may continue

the leave in the next school year, up to a maximum of 12 weeks for that child.

3. As an alternative to a continuous block of 12 weeks, a unit member may use parental leave intermittently. If taken intermittently, it must be taken in at least two-week increments of time; however, Parental Leave may be taken in smaller increments on two occasions.
4. If both parents of a child who are entitled to family care leave and are employed by the District, both may be granted up to 12 weeks of Family Medical Leave.
5. Once a unit member's sick leave is exhausted, differential pay will be provided for up to 12 weeks. Differential pay shall provide at least 50% of the unit member's gross pay.

C. Any unit member seeking approval for leave for their own serious health condition or to care for a close family member with a serious health condition must present a health care provider's verification to the District to verify his/her serious illness or the serious illness of the unit member's child, spouse, domestic partner, or parent. The District will accept medical verification by the treating health care provider.

1. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee or the employee's domestic partner, or a person to whom the employee stands in loco parentis.
2. "Parent" includes a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

D. Upon return from Family Care Leave, the unit member is entitled to return to the same position, with the same terms and conditions of employment.

4.2.7. Sabbatical Leave: The District may grant a unit member a sabbatical leave pursuant to the provisions of Education Code Sections 44966, 44967, and 44968.

In order to be eligible for such leave, the unit member must have served in the District at least seven (7) consecutive years. The granting of such leave is discretionary with the District and is subject to the rules and regulations of the State Board of Education and the provisions of the Education Code.

- 4.2.8. Catastrophic Leave: A bargaining unit member may donate up to three (3) days of accumulated and unused sick leave to another bargaining unit member. Based on donated leave, the recipient shall be paid at his/her regular rate of pay.
- A. Definition: Catastrophic leave may be available for illness or injury after exhaustion of accumulated regular sick leave. Catastrophic leave is a paid leave of absence which may only be used for verifiable, long term illness or injury such as, but not limited to, cancer or heart attack which clearly disables the employee.
 - B. Coverage: A unit member who has worked for the District for a minimum of two (2) school years is eligible to apply for catastrophic leave when all accrued paid leave is exhausted. The leave is subject to the mutual approval of the CAT chapter and the School District.
 - C. Process for Applying for Catastrophic Leave Hours: Any unit member meeting the above requirements may apply for catastrophic leave by using the approved application form available (See Appendix C-1). Upon completion of the application, it must first be returned to the CAT President. The President will share the request with a CAT appointed committee. If approved, the President will share the application with the District Superintendent. If mutual approval is received, the CAT President will begin the process of establishing a catastrophic leave “pool” of donated hours, which may be via an electronic form (See Appendix C-2).
 - D. Process for Donating Hours: Any CAT bargaining unit member may donate up to three (3) days to the catastrophic leave “pool.” Donated days will be subtracted from the donating unit members’ accumulated sick leave. Bargaining unit members must maintain a minimum of twenty (20) days entitlement of sick leave for themselves.

- E. Leave Limitation: Catastrophic leave shall not be used in conjunction with any long term disability insurance or Social Security benefits. While a unit member is on catastrophic leave using donated hours, the unit member shall not accrue any sick leave.

4.3. Unpaid Leave

4.3.1. Long Term Parental Leave

- A. The District may grant a unit member, upon application, a parental leave of absence. No unit member will be required to take an unpaid leave at any time in connection with childbirth or adoption.
- B. A unit member may apply for an unpaid leave at any time after he/she becomes a parent through childbirth, adoption, or legal guardianship. Such leave shall be for the duration of the year in which such leave was taken and may be extended by mutual agreement for up to one (1) successive school year.

4.3.2. Long Term Personal or Professional Leave

- A. The District may grant, upon written request received eight (8) weeks prior to anticipation of the leave, an unpaid leave of absence for one (1) semester or one (1) year for the unit member.
- B. Long term personal or professional leave may be extended for a second or subsequent year(s) by mutual agreement between the unit member and the District.

4.4. Return From Leaves/Extension of Leaves

- 4.4.1. Unit members shall notify the District by March 1 of their intent to return from any leave. Unit members on an approved leave who wish to return earlier than previously authorized must notify the District as soon as the earlier date is known to the unit member. An early return is dependent on the express approval of the District.
- 4.4.2. Unit members returning from approved leave shall return to the previous assignment unless transferred or reassigned in accordance with the contract.

4.4.3. Under unusual circumstances, as presented by the unit member, the District shall make all reasonable efforts to accommodate the early return of the unit member.

4.5. Jury Duty

4.5.1. Leave is as provided for in Section 44037 of the California Education Code. In the event that a unit member who is a jury member or on a jury panel is dismissed during their assigned duty hours, the affected unit member shall immediately notify their site administrator or designee who will provide directions relative to the unit member's return to work. Any compensation, other than mileage, received from the court shall be paid to the District.

4.6. Shared Assignments

4.6.1. General/Qualifications: The District agrees to consider requests for shared assignments on a case by case basis. Only full time, permanent unit members qualify to apply for shared assignments. Shared assignments shall generally refer to two (2) qualified unit members sharing one (1) full time teaching assignment. If only one permanent teacher applies, the District may hire a temporary teacher to accommodate the shared assignment request of the permanent teacher. Unit members may share an assignment for a minimum of one (1) year. Unit members applying for shared assignments shall do so prior to March 1 of the preceding school year. The request will be considered by the Board of Trustees and approval or denial of the request communicated to the applicants no later than the last working day of April.

4.6.2. Renewal of a Job Sharing Assignment: Upon the request of the two unit members, a job-sharing assignment may be renewed provided the two unit members notify the District prior to March 1. In the event that the two unit members fail to notify the District of their desire to continue the job-sharing assignment, or in the event the District does not approve the continuance of the assignment, the permanent unit members shall be returned to full time assignment.

4.6.3. Return to Full Time Assignment: If a qualified unit member is in a job-sharing assignment and elects to return to full time teaching, the unit member must notify the District, in writing, no later than March 1. The unit member will be returned to

full time status for the next school year and will be assigned by the principal to a position for which she/he is certificated and qualified. Re-entry to a full time position from a shared assignment is limited to the beginning of the school year.

- 4.6.4. Wages, Benefits: Job sharing unit members' wages, non-health and welfare benefits and paid leaves shall be prorated relative to the actual time worked.
- 4.6.5. Step Placement: Unit members on shared assignment must work 60% of the actual days of a school year to receive a step increment for the next school year. Any unit member working on shared assignment for less than 60% of the teaching days of a school year will receive one (1) year of credit on the salary schedule for every other year of shared service.
- 4.6.6. General Responsibilities: Unit members sharing a contract must accept the responsibility of assuring the staff, administration and parents of successful joint planning, communication among teachers and parents, and compatible classroom management.
- 4.6.7. Non-Teaching Duties: Unit members sharing a contract will share proportionately in non-teaching duties allocated to the staff. Together they will assume the approximate responsibilities of one (1) full time teacher.
- 4.7. Industrial Accident or Illness Leave
 - 4.7.1. Leave under this section is granted pursuant to Section 44984 of the Education Code and shall be available to unit members as follows:
 - A. Allowable leave with pay shall not exceed sixty (60) working days in any one fiscal year for the same accident or illness.
 - B. Allowable leave shall not be cumulative from year to year.
 - C. Industrial Accident or Illness Leave will commence on the first day of absence.
 - D. During any paid leave of absence, under this Section, the unit member shall endorse to the District temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and

other authorized contributions. The total of the unit member's temporary disability indemnity and the portion of the salary due him/her during her/his absence shall equal her/his full salary.

- E. Industrial Accident Leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
- F. When an Industrial Accident or Illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury.
- G. Payment for wages lost on any day shall not, when added to awards granted the unit member under the District's Workers' Compensation Program, exceed the unit member's actual wage if he/she were on the job.
- H. The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the District shall not deduct accumulated sick leave from the sick leave allotment of a unit member who is absent as the result of an industrial accident or illness during the first sixty (60) days of industrial accident or illness leave.
- I. In order to qualify for benefits under this Section, the unit member must advise the District in writing, as soon as possible, but not later than five (5) working days of the accident giving rise to the industrial illness or injury, specifying the date, time, place and circumstances of the injury or illness.
- J. The District reserves the right to require a doctor's certificate, or other sufficient proof of illness or injury as a condition of qualification for benefits under this Section. A unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as she/he and her/his physician agree that there has been such a recovery.

ARTICLE 5 – RETIREMENT OPTIONS

A retiree may select only one of the following options:

5.1. Pre-Retirement: Option A:

5.1.1. Pursuant to Education Code Sections 22713 and 44922, unit members who are members of S.T.R.S. may be granted permission by the District to reduce their workload from full time to a minimum of one-half time and maintain full time status for retirement purposes if they meet the following requirements;

- A. Reach the age of fifty-five (55) prior to the reduction in workload and are not older than sixty-five (65). Members in the program who reach the age of sixty-five (65) during the school year may continue through that year;
- B. Be employed in a certificated position in the District for at least ten (10) years, of which the five (5) years immediately preceding participation in this program consisted of full time employment. Approved leaves of absence shall not constitute a break in service but time spent on approved leave shall not be counted for purposes of this provision.

5.1.2. The option of a minimum of half time employment may be exercised only at the request of the unit member and can be revoked only with the mutual consent of the District and the unit member.

5.1.3. The agreement or contract for a minimum of one-half time service shall be executed by the unit member and District, in writing, one year prior to the period of reduced service.

5.1.4. At the end of the ten (10) year period or age sixty-five (65), whichever occurs first, the participant agrees to resign or retire. In case of unusual and financially pressing circumstances, upon the request of the unit member and by mutual agreement, the agreement to resign may be revoked and the unit member returned to full time employment.

5.1.5. Half-time for the purpose of this policy shall be the equivalent of one-half of the number of days of service per year required by the unit member's last full time contract and employment. The days of service required may be satisfied by working full time for one-half of the year or half-time for the full year.

- 5.1.6. The unit member's half time salary shall be one-half of the unit member's salary had he/she remained a full-time unit member. A unit member participating in the program shall advance on the salary schedule in the same manner had he/she been working full time.
 - 5.1.7. The participating unit member's health and welfare benefits shall remain the same as received by a full time unit member. The unit member shall be granted full day sick leave credits even though working half time and shall be deducted a full day sick leave for any half day sick leave absence.
 - 5.1.8. Participating unit members and the District shall contribute to S.T.R.S. as if the unit members were full time.
 - 5.1.9. Request Procedure: A unit member who is interested in participating in the program shall notify the District no later than February 1 of the year prior to requesting participation. The District shall schedule a meeting with each unit member on or before April 1 to discuss a mutually agreeable program for the unit member.
- 5.2. Early Retirement: Option B:
- 5.2.1. Definitions:
 - A. This incentive program is offered to unit members who wish to take a service retirement (i.e. STRS retirement) prior to age 60.
 - B. As used in this article, a "domestic partner" is one who has on file with the State of California a Declaration of Domestic Partnership pursuant to Family Code Section 298.
 - 5.2.2. Eligibility: The unit member shall have reached fifty-five (55) years of age and have rendered minimum of fifteen (15) years of full time equivalent service (formula example: 20 years @ 0.75 F.T.E. = 15 years F.T.E.) in the Calistoga Joint Unified School District. Applicants must have reached the age of fifty-five (55) and be no older than fifty-nine (59) on the July 1 of the final year of service to the District.

5.2.3. Compensation and Medical Benefit Coverage Options: The unit member that retires under Option B shall receive a “medical benefits allocation”, based upon his/her age on the last day of service to the District.

Other: The parties shall enter into a one year only Memorandum of Understanding (MOU) addressing post-retiree health and welfare benefits for unit members not otherwise qualifying for the Medical Benefit Allocation in Article 5.2.3.

<i>AGE</i>	<i>MEDICAL BENEFITS ALLOCATION</i>
<i>55 to 55-11 months</i>	<i>\$100,000 paid in 5 annual payments of \$20,000</i>
<i>56 to 56-11 months</i>	<i>\$90,000 paid in 5 annual payments of \$18,000</i>
<i>57 to 57-11 months</i>	<i>\$80,000 paid in 5 annual payments of \$16,000</i>
<i>58 to 58-11 months</i>	<i>\$70,000 paid in 5 annual payments of \$14,000</i>
<i>59 to 59-11 months</i>	<i>\$60,000 paid in 5 annual payments of \$12,000</i>

- A. The allocation amount will be paid annually over a period of the first 5 years of retirement. Such payment to be made by September 1 of each year.
- B. A single (non-married) retiree shall receive the same allocation as a married retiree, however, if the single retiree deceases prior to receiving the full medical benefits allocation, then the payments will cease and the District will have no further obligation.
- C. If a married retiree deceases prior to receiving the full allocation amount, the annual payments will continue to the retiree’s unmarried surviving spouse or domestic partner until either he/she reaches the age of 65 or the expiration of the five annual payments, whichever comes first.
- D. The retiree will have the option of purchasing medical, dental and/or vision benefits pursuant to the provisions of Article 3.6.
- E. Retiree Safety Net: If the retiree selects the Kaiser medical plan through the District, then the District will contribute 20% of the monthly cost of

that medical plan (medical only) when and if the monthly premium reaches \$1,050 (One thousand fifty dollars) per month or higher. This is for “Kaiser medical” only, and does not apply to any other medical plan offered by the District or any medical plan that is not purchased through the District. It also does not apply to vision or dental insurance. The District payment will cease when the retiree reaches the age of 65 or if the retiree deceases.

- F. If the retiree taking Kaiser medical through the District deceases, then the District will continue to pay 20% of the cost of the medical plan when and only if the monthly premium is \$1,050 per month or higher for a covered unmarried surviving spouse and/or domestic partner, until that person reaches the age of 65 or is deceased or until the retiree would have turned 65, whichever comes first. If the cost of the Kaiser insurance is less than \$1,050, then the spouse or domestic partner will be responsible to pay the full amount and will be allowed to continue participating in the District’s Kaiser Health plan.
- G. At the time of retirement, the retiree must choose whether or not he/she will be purchasing the Kaiser medical insurance through the District. If this option is selected, the retiree must remain continuously covered by Kaiser in order to qualify for the safety net protection outlined in 5.2.3.E above.

5.2.4. Certificated unit members electing Early Retirement Option B shall not be eligible for any other District approved retirement incentive plan.

5.2.5. Request Procedure: Each unit member wishing to take advantage of this retirement option must notify the District on or before February 1 of his or her last year of service.

ARTICLE 6 – TRANSFER/REASSIGNMENTS

6.1. Definitions

6.1.1. A “transfer” is a change in the unit member’s assigned place of work from one District school site to another District school site.

6.1.2. A “vacancy” is an unoccupied position which the District decides to fill and to which no person has reemployment rights.

6.1.3. A “reassignment” is a change from one grade level or department to another grade level or department within the same school.

6.2. Involuntary Transfer

6.2.1. It is sometimes necessary to transfer unit members in order to provide the most desirable educational situation for District students. Involuntary transfers may occur at any time. Factors which shall be considered in such transfers are:

- A. The District’s need;
- B. The unit member’s credentials;
- C. The unit member’s major and minor fields of study;
- D. The unit member’s teaching experience and abilities.

6.2.2. Involuntary transfers shall take place only after a meeting between the unit member and his/her immediate administrator.

6.2.3. Unit members being transferred involuntarily, which transfer shall take effect during the current school year, shall be given a minimum of five (5) days notice, and three (3) days of release time or per diem compensation to prepare for the new assignment (determination by mutual agreement). Unit members being transferred involuntarily, which transfer shall take effect in the next school year, shall be given a minimum of five (5) days notice prior to the end of the current school year.

6.3. Involuntary Reassignments: A unit member may be involuntarily reassigned within a school to another subject matter or grade level assignment provided the new assignment falls within the unit member’s credential(s).

6.3.1. Before an involuntary reassignment:

- A. Staff will be informed of confirmed personnel changes (e.g. retirements, leaves, and resignations).
 - B. Staff will be polled, in advance on any assignments being made, to determine teacher preferences for grade and program.
 - C. The principal will make the final staffing assignment based on:
 - 1. Needs of the students
 - 2. Needs of the school program
 - 3. Teacher preferences
- 6.3.2. Unit members involuntarily reassigned during the school year shall be consulted prior to the reassignment and given at least five (5) days advance notice.
- 6.3.3. Unit members involuntarily reassigned during the school year will receive up to two (2) days of release time for preparation and/or orientation to the new assignment.
- 6.3.4. Unit members involuntarily reassigned will be given a reason in writing if the reasons are requested within ten (10) days of notification. If the unit member disagrees with the reasons, he/she may request the opportunity to meet with the site administrator and superintendent to discuss the assignment.
- 6.4. Vacancies
- 6.4.1. The District shall notify all unit members and the Association of vacancies as they occur via their district email address. During the school year, for any unit members who do not have a district email, the District shall email the vacancy notice to an alternative email address provided by the employee. During the summer, any unit members interested in receiving certificated vacancy notices via an alternative email address shall provide that address to the District.
- 6.4.2. A unit member may request to be considered for a vacancy by submitting the appropriate form(s) to the superintendent or his/her designee within the time limits set by the District on the vacancy notice.

ARTICLE 7 – WORK YEAR, HOURS OF EMPLOYMENT, ADJUNCT DUTIES

- 7.1. The professional day for full time unit members shall be seven (7) hours exclusive of a duty free lunch, which is a minimum of thirty (30) minutes in length. Unit members shall be in their classrooms (or at their work location) a minimum of 5 minutes prior to the beginning of their teaching (or work) assignment. Unit members shall be assigned to campus supervision duties in the morning, at recess or break, before or after the 30-minute duty free lunch period, and after school. Supervision assignments will be on a rotating basis.
 - 7.1.1. Calistoga Elementary School Teachers shall be assigned one supervision duty before school per week, not to include morning or lunch recess.
- 7.2. In addition to the professional day, unit members shall attend open house, back-to-school night, one holiday program for CES staff, one graduation or grade level promotion for CJSHS staff, as well as all faculty, department, grade level, committee and other necessary and/or required professional meetings or conferences. For these events that occur beyond the duty day, unit member participation shall not exceed 2 hours nor end later than 8:30 p.m.
- 7.3. The work year for unit members shall be 186 instructional days, which include two (2) district designated work days, two (2) teacher work days, and two (2) staff development days.
- 7.4. The Association shall be entitled to an equal number of representatives as determined by the District when meeting to develop the school calendar. Two meetings will be held prior to recommending the calendar to the Board for approval.
- 7.5. The agenda for faculty meetings shall be posted two (2) workdays in advance of the meeting. No more than ten (10) faculty meetings shall be scheduled per academic year. Faculty meetings will last no longer than ninety (90) minutes from the time that the meeting begins, to end no later than 4:30 p.m.
- 7.6. The Calistoga Junior/Senior High School Counselor shall have a professional day of eight (8) hours per duty day, exclusive of a duty free lunch which is a minimum of 30 minutes in length, and work eight (8) days in addition to the 186 day teacher work year. The salary for the Calistoga Junior/Senior High School Counselor shall be paid at 110% of the

step and column placement on the Certificated Salary Schedule. The additional eight (8) days shall be paid at the Counselor's per diem pay and they shall also participate in the two (2) staff development days (as per Article 7.3).

7.7. Unit members who are authorized in writing by the superintendent or designee to work beyond the limit specified above shall be compensated at his/her per diem rate.

7.8. Preparation Time:

7.8.1. In the event of a traditional schedule, unit members assigned to the Calistoga Junior/Senior High School shall have no more than six (6) periods of student contact and one (1) planning, preparation, and conference period.

7.8.1.1 If a unit member is assigned more than three (3) course preparations in a given school year, they shall be assigned to supervise, organize, and/or assist in up to four (4), rather than ten (10), points worth of school activity during that school year as part of their adjunct duty responsibilities.

7.8.1.2 Whenever possible, unit members shall not be assigned more than three (3) course preparations in a school year for more than two (2) consecutive school years.

A. In the event of a modified block schedule, unit members assigned to Calistoga Junior/Senior High School shall be provided approximately 310 minutes of preparation, planning and conference time on a weekly basis.

1. Approximately fifty (50) minutes one day per week
2. Approximately ninety (90) minutes two days per week
3. Twenty (20) minutes before the instructional portion of the professional day four days per week

7.8.2. Every regular classroom teacher in grades K-6 will have a combined total of 45 minutes of supervision-free planning, preparation and conference time before and after the instructional portion of the professional day, with the exception of the provisions in Article 7.1.1.

7.8.3. The planning, preparation, and conference time for Calistoga Elementary teachers in grades K-6 regular education classrooms will reflect a total approximately 120 minutes for every week within the instructional portion of the day. A good faith

effort will be made by the district to provide preparation time to teachers. Any missed prep time due to unfilled absences or non-school days will be made up within 20 school days. Unit members shall be paid their hourly rate for preps that are not made up within the twenty (20) school days. Missed preps as the result of school closure (i.e., natural disasters, safety issues) will not be made up. The schedule for this time will be as equal as possible and will be developed by the school principal in consultation with the school leadership team. This prep time will be in addition to the preparation time that is available either before or after the instructional day begins, as outlined in Article 7.8.2 above. The planning, preparation and conference time for special education teachers and intervention teachers (TOSA) shall be equal to that of other teachers and shall be scheduled in consultation with the school site principal.

7.8.3.1 Special education IEP meetings should be held at a time that is most suitable for the parents, students, and IEP teams. This may be before, during, or after school. Administrator approval should occur for IEP meetings during the school day so that needs such as class coverage, translation services if needed, and administrator participation in meetings are anticipated.

7.8.4. The District and Association agree that should program cuts and layoffs be necessitated by adverse fiscal conditions, the District shall not be obligated to continue to provide the CES prep time that is “within the instructional day” as outlined in Article 7.8.3. and 7.8.4., in the event that any teacher “specialist” is laid off in accordance with the provisions of law.

7.8.5. CAT acknowledges, accepts and support that elementary school teachers have planning, preparation and conference time that is in excess of the time allocated for that purpose for junior and senior high school staff. The Association expressly agrees that this inequity will not be used at any time in the future as cause to demand more prep time for junior and senior high school teachers.

7.9. Adjunct Duties

7.9.1. Adjunct duties at the Jr./Sr. High School are defined as supervision of school activities, which are outside of the school day, with the exception of clubs and

committees. The District and Association recognize such activities as valuable to the students in the District. Administration will develop and define clubs and committees annually as well as determine the adjunct duty schedule, with input from the Adjunct Duty Committee. The Adjunct Duty Committee will consist of one (1) site administrator and two (2) Association representatives appointed by the Association. Site Administration shall monitor participation throughout the year. "School Activity" events are defined as:

- A. Junior and senior high dances, junior and senior high athletic events or high school track
- B. High school junior varsity and varsity athletic events that begin at 6:00 p.m. or earlier
- C. Music, art or drama events
- D. Spirit activities
- E. Prom and Homecoming Dance
- F. School sponsored clubs and committees
- G. The formula for determining the number of yearly adjunct duties for part time unit members shall be the same as their salary formula.

Each unit member may be assigned to supervise, organize, and/or assist in up to ten (10) points worth of school activity events per school year. Point values are defined below:

- 1. One (1) point for every event lasting two hours or less
- 2. Events beginning before 6:00 p.m. = one (1) point
- 3. Events beginning after 6:00 p.m. = three (3) points
- 4. Local events held during the weekend = four (4) points
- 5. Monthly clubs = two (2) points
- 6. Bi-weekly or weekly clubs = four (4) points
- 7. Monthly committees = five (5) points
- 8. Committees meeting less than once per month = one (1) point for every maximum of two hours or less

Unit members will not be responsible for collecting money while performing adjunct duty.

7.9.2. The District shall distribute a master schedule of fall and winter adjunct duty assignments by September 15th and spring adjunct duty assignments by February 1st of each school year. As it is recognized that a complete and thorough master schedule of all adjunct duty assignments is not always possible at the start of each school year, unit members shall be informed of necessary changes and/or additions in adjunct duties no later than two (2) weeks in advance of an event. When a unit member will not be able to perform an adjunct duty due to a conflict or constraint, it shall be his/her responsibility to trade with another unit member and to inform the site principal or vice-principal.

7.9.3. A Leadership Team shall be established at Calistoga Elementary School and Calistoga Junior/Senior High School/Palisades School. Service on the Leadership Team shall be considered fulfillment of adjunct duty.

7.9.3.1 Leadership Team Purpose and Function: A Leadership Team (Leadership) shall be established in each school of the District to serve as an advisory committee to advise site administration regarding issues related to the operations and instructional program of the school.

7.9.3.2 The Leadership Team will hold monthly meetings. In the event of an emergency, meetings may be rescheduled at the discretion of the school principal.

7.9.3.2.1 Additional meetings may be scheduled by the principal with participation being voluntary.

7.9.3.3 The Leadership Team will accept the Leadership agenda items from unit members.

7.9.3.4 Minutes of the Leadership Team meetings shall be taken at each meeting and distributed by the Principal to the unit members at the school site.

7.9.3.4.1 Leadership Team members shall review the minutes with their grade level/department team members.

7.9.3.5. Leadership Team participation shall be voluntary and shall consist of a minimum of three (3) unit members and maximum of ten (10) unit members with not more than one member from a grade level at CES and not more than one member representing a department at CJSHS. Any CAT bargaining unit member employed full-time at the school site shall be eligible for participation in Leadership. Any part-time CAT bargaining unit member assigned more than one-half time to a particular school shall also be eligible for participation in Leadership.

7.9.4. Unit members may agree to substitute.

7.9.5. Adjunct duties on non-teacher workdays shall be performed on a voluntary basis.

7.10. As long as the District scheduled for collaboration/common planning time at a school site, the amount of time shall be the same for all unit members at that site. The unit members at a given site will have an opportunity to provide input on the purpose for collaboration/common planning time. Unit members at both sites will provide evidence (i.e. meetings agendas, notes, and minutes) to site administration, upon request, of how collaboration/common planning time is utilized.

ARTICLE 8 – CLASS SIZE

8.1. Class Size: In accordance with Education Code Section 42238.03 the District shall make progress toward maintaining an average class enrollment of not more than 24 students for CES in kindergarten and grades 1,2,3 inclusive.

8.1.1. The goal of the District is to not exceed 26 students at the intermediate level, grades 4-6. Class size shall not exceed the following:

A.	K – 3	29
B.	K – 6 Split-Grade Classes	28
C.	4 – 6 Single Grade Class	32
D.	7 – 12 Physical Education per class period)	45 (with a maximum of 80)
E.	7 -12 Workstation Class	(see below)
F.	7 – 12 Music and Band for contract duration, thereafter reverting to unless renegotiated	33
G.	7 – 12 all others	33

8.2. Workstations

8.2.1. The following are considered workstation classes and the maximum class sizes are as follows:

A.	H.S. Physical Science	26
B.	Biology	26
C.	Chemistry	26
D.	Physics	26
E.	Physiology	26
F.	Wood Shop	20
G.	Career Technical Education (CTE)	24
H.	Career Technical Education (CTE)	24
I.	Career Technical Education (CTE)	24
J.	7 -12 Junior High or High School Art	30

8.3. Exceeding Class Size

- 8.3.1. The District may exceed class size in any of the classes outlined in Article 8.1 or in the workstation classes outlined in Article 8.2 by two (2) students per class for ten (10) school days per semester.
- 8.3.2. After the ten (10) day period, unit members whose class size enrollment, including mainstreamed special day class students, exceed the established maximum class sizes, will receive \$8 per student per class at the junior/senior high school and \$8 per student per hour at Calistoga Elementary School.

ARTICLE 9 – EVALUATION

- 9.1. The District shall notify the unit member in writing of its intent to formally evaluate said unit member in order that the evaluation will be conducted openly and with the full knowledge of the unit member.
 - 9.1.1. The unit member’s evaluator shall be his/her immediate administrator.
 - 9.1.2. Unit members shall not be required to participate in the evaluation(s) and/or observations of other unit members.
 - 9.1.3. Evaluation and assessment of the performance of each certificated unit member shall be made on a continuing basis, at least twice each school year for probationary personnel, and at least every other year for unit members with permanent status.
- 9.2. A unit member may be evaluated every five (5) years provided the unit member (1) has been employed by the District for at least ten years; (2) had an immediately preceding evaluation rating of “meets or exceeds” on all standards included on the Certificated Evaluation and Rating Form; and (3) the unit member and evaluator agree in writing to the five (5) year evaluation cycle. This may occur at the final evaluation meeting or thereafter. In any event, the (5) year cycle commences the year immediately following the completion of the last final evaluation. The evaluator or unit member may withdraw from the agreement no later than October 1 of any school year in which case the unit member shall be evaluated that year. This provision shall not preclude a supervisor from making informal observations at any time.

5-Year Evaluation Sample Timeline:

Name	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
Unit Member Who Meets 5 Year Evaluation Criterion (Example A)	Evaluation Completed	5 Year Plan Begins	5 Year Plan	5 Year Plan	5 Year Plan	Evaluation Completed	Off Year or Start of 5 Year Cycle	Evaluated Unless on 5 Year Plan

Unit Member Who Meets 5 Year Evaluation Criterion (Example B)		Evaluation Completed	5 Year Plan Begins	5 Year Plan	5 Year Plan	5 Year Plan	Evaluation Completed	Off Year or Start of 5 Year Cycle
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9.3. The timelines listed below will be utilized. Any extension of these timelines will be made only by the express written approval of the Superintendent to the unit member being evaluated:

October 1: Evaluator notifies in writing that a formal evaluation will take place this school year.

October 20: Completion of pre-evaluation conference.

December 1: Completion of first evaluation of probationary unit members.

March 1: Completion of evaluation of “second-year” probationary unit members.

May 1: Completion of evaluation of “first-year” probationary unit members and permanent unit members.

9.4. A pre-evaluation conference to discuss matters germane to the evaluation of the unit member shall be conducted.

9.5. The evaluator should observe the work of the evaluatee for at least one thirty (30) minute period. Should the evaluator communicate, in writing, specific concerns about the work of the evaluatee, the evaluatee may request and must be granted a conference with the evaluator to discuss the noted concerns.

9.6. The unit member shall be evaluated on how well he or she is fulfilling his/her duties and responsibilities as specified by the certificated evaluation criteria. A copy of the evaluation form and Certificated Evaluation criteria shall be provided to the evaluatee by October 20 (See Appendix B1 and B2).

9.7. The unit member shall have the right to initiate a written reaction or response to the evaluation within ten (10) workdays of the evaluation conference. Such response shall become a permanent attachment to the evaluation in the unit member’s personnel file.

- 9.8. Before the last school day scheduled on the school calendar, a meeting shall be held between the unit member and the evaluator to discuss the evaluation.
- 9.9. In the event that deficiencies are identified, the evaluator shall take positive action to assist the unit member in correcting any identified deficiencies. The evaluator's role to assist the unit member may include, but is not limited, to the following:
 - 9.9.1. Specific recommendations for improvement;
 - 9.9.2. Direct assistance to implement such recommendations;
 - 9.9.3. Provisions of additional resources to be utilized to assist with improvement;
 - 9.9.4. Criteria for determining improvement;
 - 9.9.5. Time schedule to monitor progress;
 - 9.9.6. Observations;
 - 9.9.7. Conferences and/or visitation to other sites.
- 9.10. For purposes of this Article, an evaluatee shall be entitled to have a representative of his/her choice present at any of the evaluation meetings if the evaluatee has in the previous year received an evaluation with an overall rating of unsatisfactory. At such time, the evaluator may also include a representative at such meetings. It is understood that at the pre-evaluation conference the representatives are observers only and not participants.
- 9.11. Appendix B1 reflects Certificated Evaluation Criteria, using the California Standards for the Teaching Profession (CSTP), while Appendix B2 reflects the Certificated Evaluation and Rating Form, Appendix B3 reflects the 5-year evaluation cycle agreement.

ARTICLE 10 – DISCIPLINE

- 10.1. No unit member shall be disciplined without just cause, due process and utilization of the principles of progressive discipline.
- 10.2. Discipline for purposes of this article shall mean verbal warning, or written warnings, and written reprimands and suspension without pay. The provisions set forth below shall not preclude the District Office from suspending a unit member with or without pay if such provision exists within the Education Code Sections under which the unit member is charged.
- 10.3. When a unit member is to be disciplined, verbal warnings shall precede written warnings, written warnings shall precede written reprimands and written reprimands will normally precede suspensions without pay. A verbal warning shall be followed by a written “memorandum of record” which will clearly indicate that the verbal warning was the first step in the discipline process. Such written memorandum shall be provided to the unit member within two (2) school days.
- 10.4. Suspension Without Pay
 - 10.4.1. When a unit member is to be suspended without pay, the District shall prepare specific written charges. Included in such charges shall be the specific facts underlying those charges. Such charges shall include unsatisfactory performance or unprofessional conduct. Such charges shall be incorporated in a notice of the intent to take disciplinary action.
 - 10.4.2. The written notice of charges shall also offer the unit member an opportunity to meet with the Superintendent or his/her designee to discuss such charges and the unit member’s position on the charges. The unit member shall have the right to be represented by a union representative at all stages of the procedure, including the meeting with the Superintendent and/or his/her designee.
 - 10.4.3. Included in the written notice of charges, the unit member shall be informed of his/her right to a hearing to appeal such charges. The unit member shall have twenty (20) calendar days (from the date of service or postmark of the notice if mailed), in which to request, in writing, a hearing. The Superintendent or his/her designee must receive such request for a hearing within the twenty (20) day

period. A Request for Hearing form shall be included in the notice of charges, the signing and return of which by the unit member shall constitute a denial of the charges, and a request for a hearing.

10.4.4. The written notice of charges shall be served on the unit member either in person or sent by certified mail to the last known address of record of the unit member.

10.4.5. The written statement of charges shall include notice of the recommended discipline.

10.4.6. If the unit member does not file a request for hearing on a timely basis, pursuant to the provisions of 10.4.3., the disciplinary action recommended by the Superintendent shall be final and shall be implemented at the direction of the Superintendent.

10.5. Suspension without pay under this procedure shall not exceed seven (7) workdays.

10.6. Hearing

10.6.1. Upon timely request for a hearing, pursuant to the provisions of 10.4.3., the District Office shall immediately request a list of hearing officers/arbitrators from the State Conciliation and Mediation Service. The person who shall conduct the hearing shall be selected by alternately striking names from the list supplied by the service. The order of striking will be determined by mutual agreement between the Superintendent or his/her designee and the unit member or by the flip of a coin.

10.6.2. Such hearing must be held within thirty (30) calendar days of the request for hearing unless the parties agree otherwise. The State Conciliation and Mediation Service shall be informed of this timeline.

10.6.3. The decision of the hearing officer shall be in writing and shall be final and binding on all parties.

10.6.4. All issues and defenses regarding the charges, the penalty, and procedure must be raised before the hearing officer at the hearing.

10.6.5. The costs for such hearing officer, if any, shall be split between the parties.

- 10.6.6. The hearing officer shall determine the relevancy, weight, and credibility of testimony and other evidence and shall base the written decision on the preponderance of evidence.
- 10.6.7. Both parties will be allowed an opening statement and closing arguments, the opportunity to introduce evidence and present witnesses, and the opportunity to examine and/or cross-examine such witnesses. Both parties may be represented by legal counsel or other designated representatives.
- 10.6.8. Such hearing shall not be open to the public.
- 10.6.9. A court reporter shall be present at the hearing at the request of either party or the hearing officer. The costs shall be split between the parties unless requested by one of the parties. Each party shall pay for its own transcript if such is requested.
- 10.7. Both parties agree to make a good faith effort to keep confidential any and all information regarding actual or proposed disciplinary action.
- 10.8. The Discipline Article of this contract is not subject to grievance procedure except for procedural challenges.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.1. Definitions

11.1.1. A grievance is a dispute regarding a violation, interpretation, or application of the specific provisions of this Agreement, which is filed by a grievant affected by the alleged violation, interpretation, or application. Policies, practices, or regulations of the District cannot be challenged through the grievance procedure unless contrary to the provisions of this collective agreement.

11.1.2. The term “grievant” shall mean the unit member alleging that he/she has been adversely affected and files a grievance and the Association has the right to file a grievance, if there has been a misinterpretation, misapplication, or violation of this Agreement.

11.1.3. The term “day” shall mean unit member regular school year workdays.

11.1.4. The term “supervisor” shall mean principal, site supervisor, or his/her designee.

11.1.5. The purpose of this procedure is to secure at the lowest possible level administrative solutions to problems arising from allegations of unfair or inequitable treatment under this Agreement. The parties agree that these proceedings shall be informal and confidential as appropriate at each level.

11.2. General Provisions

11.2.1. Nothing contained herein will be construed as limiting the rights of any unit member alleging a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention of the Association, provided the Association has been given an opportunity to be present at such adjustment and to state its view.

11.2.2. The grievant shall be entitled to representation by the Association at all grievance levels.

11.2.3. If more than one unit member has the same grievance in both issue and fact, then, upon request of the Association, the grievances shall be consolidated for purposes of hearing and decision; provided that each grievant files a separate initial grievance, and provided further that the rights of the parties are not prejudiced by

such consolidation and that the timelines can be extended without prejudice to either party.

- 11.2.4. The timelines set forth in the document are to be considered maximum limits, and both parties agree to attempt a resolution without resort to the maximum limitations. If the District fails to respond within the specified limits the grievant may proceed to the next level. If the grievant fails to meet the specified limits the grievance will be considered settled as to that grievant.
- 11.2.5. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.
- 11.2.6. Forms for processing grievances will be prepared by the Superintendent. The forms will be printed by the District and given appropriate distribution so as to facilitate operation of the grievance procedure.
- 11.2.7. The grievant shall, until final disposition of the grievance, conform to the original direction of the site administrator.
- 11.2.8. No reprisals shall be taken by the District or the Association against any persons and/or the Association by way of participating in or processing a grievance under this procedure.
- 11.3. Informal Procedure – Level I
 - 11.3.1. Within twenty (20) work days of the incident giving rise to the grievance, the unit member shall attempt to resolve the dispute by private conference with the parties involved. Written notice that the grievance is unresolved must be given to the participants of the conference within five (5) days of the conference by the unit member (see Appendix D).
- 11.4. Informal Procedure – Level II
 - 11.4.1. If the grievance is unresolved by the informal procedure, the grievant must present his/her grievance, in writing, to the Site Administrator within five (5) days of the private conference. The statement shall be clear, concise statement of the grievance, the circumstances involved, section of the Agreement violated, and the specific remedy sought (see Appendix D).

- 11.4.2. The site Administrator shall communicate his/her decision, in writing, within five (5) days of receipt of the grievance (see Appendix D).
- 11.4.3. Within the above time limits, either party may request a personal conference.
- 11.5. Formal Procedure – Level III
 - 11.5.1. In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision, in writing, to the Superintendent (see Appendix D).
 - 11.5.2. The appeal must be submitted within five (5) days of receipt of the decision at Level II. The statement of appeal must include a copy of the original grievance, the decision rendered, and a clear, concise, statement of the premise for the appeal (see Appendix D).
 - 11.5.3. The Superintendent shall communicate his/her decision, in writing, within ten (10) days after receiving the appeal (see Appendix D).
- 11.6. Formal Procedure – Level IV
 - 11.6.1. In the event the grievant is not satisfied with the decision at Level III, the grievant may appeal the decision to mediation for resolution of the dispute.
 - 11.6.2. The appeal must be submitted within five (5) days of the receipt of the decision at Level III.
 - 11.6.3. A mediator from the California State Mediation and Conciliation Service shall be appointed who shall schedule a mediation conference at the earliest possible date. The mediator shall assist the parties in resolving the grievance but shall not have the authority to compel resolution of the grievance.
 - 11.6.4. If, after due diligence, the mediator concludes resolution is not possible, the mediator shall notify the parties.
- 11.7. Formal Procedure – Level V
 - 11.7.1. If the grievant is not satisfied with the mediation at Level IV, the grievant may within five (5) days of the holding of the mediation conference, submit a request in writing to the Association for arbitration of the dispute. Within ten (10) days of the mediation conference at Level IV, the Association shall inform, in writing, the District of its intent as to whether or not the grievance will be arbitrated. The Association and the District shall attempt to agree upon an arbitrator. If no

agreement can be reached, they shall request that the California State Mediation and Conciliation Service supply a panel of seven (7) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

- 11.7.2. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the party incurring them.
- 11.7.3. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to the arbitrator. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 11.7.4. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, in writing, to all parties the findings of fact and the award.
- 11.7.5. The District and the Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.
- 11.7.6. By submitting the grievance to arbitration, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum

or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction. This is not to be construed as limiting the Association's right to file an unfair labor practice.

- 11.7.7. The award of the arbitrator shall be binding on all parties covered by this Agreement.
- 11.7.8. The District will provide the Association a maximum of three (3) days per fiscal year of released time at District expense for purposes of processing grievances.
- 11.7.9. Any unit member may at any time present grievances to the District and have such grievances adjusted, provided such adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Association. The district agrees to inform the Association of any written grievance and guarantees the Association's right to be present.
- 11.7.10. There shall be no discrimination, reprisals, or coercion against any unit member as a result of that unit member utilizing or participating in the grievance procedure.

ARTICLE 12 – CO-CURRICULAR

- 12.1. If during the terms of this Agreement, the District creates any new Co-Curricular positions, the District shall, within fifteen (15) days of the formal creation of such positions, meet and negotiate with the Association the rate of pay for such positions.
- 12.2. Notwithstanding the foregoing, co-curricular positions may be eliminated from the Co-Curricular Salary Schedule at the discretion of the Board. The Association President shall receive notification of any eliminated positions.
- 12.3. Overnight Field Trips or Excursions: Unit members who participate and supervise in an official capacity as a school representative at District-sponsored overnight field trips or excursions shall be compensated in the amount of \$150 (one hundred fifty dollars) for each weekday night (Monday through Thursday) that they stay overnight and are in their official capacity as a teacher supervisor and \$200 (two hundred dollars) for each weekend night (Friday through Sunday) that they stay overnight in this official capacity. To qualify for this compensation, the trip must be taken during the regular school year and must be pre-approved by the school board in accordance with the regular school board policy on overnight trips. When presenting the trip to the school board for approval, the school principal will identify the exact number of unit members that will supervise and that will qualify for this compensation.
- 12.4. The Co-Curricular Salary Schedule which details the compensation for each co-curricular position, is located in Appendix A-4.

ARTICLE 13 – NON-DISCRIMINATION

- 13.1. The Board shall not discriminate against any unit member as referenced in CA Education Code Section 220 and Section 422.55 of the Penal Code.
- 13.2. Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

ARTICLE 14 – ORGANIZATIONAL SECURITY

14.1. Dues Deduction

- 14.1.1. The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be solicited again. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the district, shall be increased or decreased without solicitation and authorization from unit members.
- 14.1.2. Any unit member 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 membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be approximately prorated to complete payments by the end of the school year.
- 14.1.3. Maintenance of Membership: The Association and the district agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership for the duration of this Agreement. The provision shall not deprive any member of the rights to terminate her or his membership within the 30 day period following expiration of the Agreement. If a member who is covered by the maintenance of membership requirement withdraws authorization for dues deduction and/or refuses to provide the Association with a lump-sum cash payment of dues for the year, the District shall deduct membership dues as provided in Education Code Section 45601 and in the same manner as set forth in sections 14.1.1. and 14.1.2. above.

ARTICLE 15 – SAFETY

15.1. Safe Working Conditions

- 15.1.1. Unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being.
- 15.1.2. Unit members have an obligation to report to their site administrator any condition, which they believe, is unsafe. (See Appendix E.)
- 15.1.3. The District shall comply with the provisions of the California Occupational Safety and Health Act, as amended (California Labor Code 6300, et seq.) and regulations relating thereto (8 California Administrative Code Section 330, et seq.)
- 15.1.4. The District shall, within five (5) days provide the Association, a copy of any correspondence between the District and Cal-OSHA.

15.2. Student Discipline

- 15.2.1. A unit member may suspend a student for the day of the suspension and the day following for good cause(s) as enumerated in the California Education Code.
- 15.2.2. Unit members suspending a student under this Section shall immediately report the suspension to the on-site principal or District Superintendent and send the student to the Principal for appropriate action.
- 15.2.3. Prior to suspending any student under this Section, the unit member shall first employ all other reasonable alternatives and maintain adequate written records with regard to the use of such reasonable alternatives.
- 15.2.4. Any student suspended by a unit member shall not be returned to the unit member's class or placed in another regular class for the period of the suspension.
- 15.2.5. The unit member of any class from which a pupil is suspended may require the suspended pupil to complete any assignments and tests missed during the suspension.
- 15.2.6. As soon as possible, the unit member shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension.
- 15.2.7. A unit member, acting within the scope of his/her duties and responsibilities, may exercise the same degree of physical control over a student that a parent would be

legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of students or to maintain proper and appropriate conditions conducive to learning.

15.2.8. As appropriate, and without violating a student's right to privacy, unit members will be informed in a timely manner and in writing of situations which affect classroom behavior. The District will inform unit members of any specific circumstances regarding new students.

15.3. Assault

15.3.1. Unit members shall immediately report cases of assault suffered by them in connection with their employment to the principal, who shall immediately report the incident to the police. The Superintendent shall comply with any reasonable request from the unit member for information in the possession of the persons involved, and shall act in appropriate ways as liaison between the unit member, police and courts.

15.3.2. The District may reimburse unit members for any and all verifiable costs incurred as a result of assault, including repairing or replacing personal property which may have been damaged or destroyed, and for all related medical costs not covered under insurance benefits.

15.3.3. In the event that civil charges are brought against unit members in connection with an assault committed against a unit member in connection with his/her employment, the District shall either provide legal counsel to act in the unit member's defense or shall reimburse the unit member for the reasonable and necessary legal fees incurred in securing their own defense.

15.3.4. Any unit member who has suffered an injury as a result of assault shall be eligible for industrial accident leave as set forth in this agreement, provided such assault arose out of and in the course of the unit member's employment.

15.4. Personal Property Protection and Liability Coverage

15.4.1. A unit member may file a request with the District for the recovery of the full cost or replacing or repairing of clothing, valuables, or other personal property which

may be damaged, destroyed, lost, or stolen which the unit member is acting in the proper discharge of his/her duties and not as a result of negligence on the part of the unit member and prior approval to use such property has been granted by the Superintendent. Such indemnification shall also extend to losses incurred as a result of vandalism or burglary as long as prior approval to use such property has been granted by the Superintendent.

15.4.2. A unit member shall obtain written permission from the District to take students on a field trip and to transport such students in his/her personal automobile. Written permission shall mean that the trip is a school sponsored activity and subject to District liability for damages arising during the course of such trip. Otherwise, unit members should be aware that they may be fully liable for any students transported in the unit member's own vehicle.

15.5. Specialized Health Care

15.5.1. The District shall provide each unit member, who is or may be required to provide specialized health care, in-service training upon request.

15.5.2. Unit members who are assigned a student with specialized health care needs will be provided with appropriate support as determined by the District.

15.5.3. The District shall comply with all statutory provisions in order that the unit member may provide specialized health care in a safe and appropriate environment.

15.5.4. No unit member shall be required to provide specialized health care services if the task exceeds the unit member's training or experience.

ARTICLE 16 – DISTRICT RIGHTS

- 16.1. It is understood and agreed that the District retains all of its powers and authorities to direct, manage and control its operations to the full extent of the law. Exercise of these powers, rights, authorities, duties and responsibilities by the District, the adoption of the policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited by its conformance with the law and the collective bargaining agreement.
- 16.2. Notwithstanding any other provisions of this Article, the parties agree that this Article is not intended as a general or specific waiver of any right of the Association or unit members, nor shall it be applied to reduce or restrict, in any way, any right or privilege of the Association or unit members which are derived from other provisions of this Agreement or from the law.

ARTICLE 17 – ASSOCIATION RIGHTS

17.1. Representation

17.1.1. The Association has the right under the Educational Employment Relations Act to represent bargaining unit members in their employment relations with the District. Nothing in this Agreement shall be construed as a waiver of such rights.

17.2. Mail Facilities

17.2.1. The Association shall have the right to use the District mail service and unit member mailboxes for the official communications to unit members without interference, censorship, or examination of such communications by the District.

17.3. Bulletin Boards

17.3.1. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which is provided at each school site frequented by unit members.

17.4. Use of Buildings and Equipment

17.4.1. The Association shall have the right to use school buildings, sites, and equipment during all reasonable hours for meetings and other Association activities.

17.4.2. The Association shall have the right to use District educational technology equipment and/or studios so long as such use does not interfere with the District's regular instructional program. In the event any cost accrues to the District under this provision the Association shall reimburse the District that cost.

17.5. Access to Worksite

17.5.1. Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction.

17.6. Access to Information

17.6.1. The District, upon written request by the Association, agrees to furnish to the Association, within fifteen (15) workdays, all available information concerning the financial resources and certificated and classified staffing of the District. Such information shall include, but not limited to: annual financial reports and audits,

budgets, interim reports, J-90s, J-200s, assignment location of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings and all attachments thereto at time of distribution to the Board, census and membership data, names, addresses, and phone numbers of all unit members, salaries, benefits, and stipends paid thereto, educational background, longevity and other employee information that may be used in representing unit members. In addition, the District, upon written request, agrees to provide any other reasonable information the Association requests necessary to fulfill its role as exclusive representative.

17.7. Appointment to District and Joint Committees

17.7.1. The Association shall select unit member representatives to District committees as provided by the Education Code.

17.7.2. The Association shall select unit member representatives to join committees, such as the Health and Welfare Committee and Calendar Committee.

17.7.3. Release Time: Bargaining Team members shall be provided release time for negotiations at no loss of salary or other benefits. The parties understand that negotiations shall be held at mutually agreeable times, which shall include both on and off duty hours.

17.7.4. Grievant(s), witnesses, and Association representatives shall be provided release time for grievance processing at no loss of salary or other benefits.

ARTICLE 18 – PUBLICATION OF CONTRACT

18.1. The final copy of the tentative agreement shall be signed by all members of the CAT negotiation team. Upon ratification of the complete agreement, the District agrees to prepare and print the final contract. Prior to the printing, CAT and the District shall jointly review the final version to ensure all changes are reflected. The District shall post the final copy to the District website within thirty (30) days of ratification by both parties. One copy of the final agreement and any subsequent changes shall be available at each school site and to the CAT President and negotiating team members. Any changes to the Agreement agreed to by the District and the Association and subsequently ratified shall be put in writing and the District shall post the final copy to the District website.

ARTICLE 19 – TERM AND REVISION PROVISIONS

19.1. Duration

19.1.1. This Agreement shall be effective upon ratification by both parties and shall continue in effect to June 30, 2024. It is a closed contract through June 30, 2024.

19.2. Reopeners

19.2.1. Reopeners for 2022-2023 shall be limited to:

- A. Article 2 – Salary
- B. Article 3 – Health and Welfare Benefits
- C. Two (2) additional articles of each party’s choice

19.2.2. Reopeners for 2023-2024 shall be limited to:

- A. Article 2 – Salary
- B. Article 3 – Health and Welfare Benefits

APPENDIX A-1

2023-24 CERTIFICATED SALARY SCHEDULE

Board Approval Date: June 5, 2023
Effective: July 1, 2023

186 Days/Year
7 hour work day

Calistoga Joint Unified School District Certificated Salary Schedule 2023-24

Range	I Non Cred Emer Cred	II BA/BA+15	III BA+30	IV BA+45	IV BA+45 + Masters	V BA+60	V BA+60 + Masters	VI BA+75	VI BA+75 + Masters
Step 1	82,969	88,899	88,899	88,899	92,538	92,538	96,175	96,175	99,813
Step 2	82,969	88,899	88,899	92,538	96,175	96,175	99,813	99,813	103,451
Step 3	82,969	88,899	92,538	96,175	99,813	99,813	103,451	103,451	107,089
Step 4	82,969	92,538	96,175	99,813	103,451	103,451	107,089	107,089	110,727
Step 5	82,969	96,175	99,813	103,451	107,089	107,089	110,727	110,727	114,366
Step 6	82,969	99,813	103,451	107,089	110,727	110,727	114,366	114,366	118,001
Step 7	82,969	103,451	107,089	110,727	114,366	114,366	118,001	118,001	121,640
Step 8	82,969	107,089	110,727	114,366	118,001	118,001	121,640	121,640	125,278
Step 9	82,969	110,727	114,366	118,001	121,640	121,640	125,278	125,278	128,915
Step 10	82,969	114,366	118,001	121,640	125,278	125,278	128,915	128,915	132,554
Step 11	82,969	118,001	121,640	125,278	128,915	128,915	132,554	132,554	136,194
Step 12	82,969	121,640	125,278	128,915	132,554	132,554	136,194	136,194	139,831
Step 13	82,969	121,640	125,278	128,915	132,554	132,554	136,194	136,194	139,831
Step 14	82,969	121,640	125,278	128,915	132,554	132,554	136,194	136,194	139,831
Step 15	82,969	121,640	125,278	128,915	132,554	136,194	139,831	139,831	143,468
Step 16	82,969	121,640	125,278	128,915	132,554	136,194	139,831	139,831	143,468
Step 17	82,969	121,640	125,278	128,915	132,554	136,194	139,831	139,831	143,468
Step 18	82,969	121,640	125,278	128,915	132,554	139,831	143,468	143,468	147,106
Step 19	82,969	121,640	125,278	128,915	132,554	139,831	143,468	143,468	147,106
Step 20	82,969	121,640	125,278	128,915	132,554	139,831	143,468	143,468	147,106
Step 21	82,969	121,640	125,278	128,915	132,554	139,831	143,468	147,106	150,744
Step 22	82,969	121,640	125,278	128,915	132,554	139,831	143,468	147,106	150,744
Step 23	82,969	121,640	125,278	128,915	132,554	139,831	143,468	147,106	150,744
Step 24	82,969	121,640	125,278	128,915	132,554	139,831	143,468	150,744	154,382

Stipends

Doctoral (Article 2.3): \$836
Bilingual (Article 2.4): \$1,481
National Board Certified (Article 2.5): \$1,481

Overnight Weekly Field Trip Daily Rate: \$150
Overnight Weekend Field Trip Daily Rate: \$200
Preparation Period Substitute Hourly Rate: \$50
Extra Duty / Summer School Hourly Rate: \$70

Percentage increase to prior year salary schedule: 5.25%
Monthly Medical, Dental, and Vision Caps. Annual cap is based on 12 months, totaling \$18,096

APPENDIX A-2 2023-24 ELEMENTARY COUNSELOR SALARY SCHEDULE

Board Approval Date: June 5, 2023
Effective: July 1, 2023

186 Days/Year (8 Hour Work Day)

Calistoga Joint Unified School District Elementary Counselor Salary Schedule 2023-24

Range	I Non Cred Emer Cred	II BA/BA+15	III BA+30	IV BA+45	IV BA+45 + Masters	V BA+60	V BA+60 + Masters	VI BA+75	VI BA+75 + Masters
Step 1	91,244	97,768	97,768	97,768	101,769	101,769	105,769	105,769	109,770
Step 2	91,244	97,768	97,768	101,769	105,769	105,769	109,770	109,770	113,772
Step 3	91,244	97,768	101,769	105,769	109,770	109,770	113,772	113,772	117,772
Step 4	91,244	101,769	105,769	109,770	113,772	113,772	117,772	117,772	121,773
Step 5	91,244	105,769	109,770	113,772	117,772	117,772	121,773	121,773	125,774
Step 6	91,244	109,770	113,772	117,772	121,773	121,773	125,774	125,774	129,773
Step 7	91,244	113,772	117,772	121,773	125,774	125,774	129,773	129,773	133,775
Step 8	91,244	117,772	121,773	125,774	129,773	129,773	133,775	133,775	137,776
Step 9	91,244	121,773	125,774	129,773	133,775	133,775	137,776	137,776	141,776
Step 10	91,244	125,774	129,773	133,775	137,776	137,776	141,776	141,776	145,778
Step 11	91,244	129,773	133,775	137,776	141,776	141,776	145,778	145,778	149,779
Step 12	91,244	133,775	137,776	141,776	145,778	145,778	149,779	149,779	153,779
Step 13	91,244	133,775	137,776	141,776	145,778	145,778	149,779	149,779	153,779
Step 14	91,244	133,775	137,776	141,776	145,778	145,778	149,779	149,779	153,779
Step 15	91,244	133,775	137,776	141,776	145,778	149,779	153,779	153,779	157,780
Step 16	91,244	133,775	137,776	141,776	145,778	149,779	153,779	153,779	157,780
Step 17	91,244	133,775	137,776	141,776	145,778	149,779	153,779	153,779	157,780
Step 18	91,244	133,775	137,776	141,776	145,778	153,779	157,780	157,780	161,781
Step 19	91,244	133,775	137,776	141,776	145,778	153,779	157,780	157,780	161,781
Step 20	91,244	133,775	137,776	141,776	145,778	153,779	157,780	157,780	161,781
Step 21	91,244	133,775	137,776	141,776	145,778	153,779	157,780	161,781	165,781
Step 22	91,244	133,775	137,776	141,776	145,778	153,779	157,780	161,781	165,781
Step 23	91,244	133,775	137,776	141,776	145,778	153,779	157,780	161,781	165,781
Step 24	91,244	133,775	137,776	141,776	145,778	153,779	157,780	165,781	169,782

Stipends
 Doctoral (Article 2.3): \$836
 Bilingual (Article 2.4): \$1,481

Prep Period Hourly Rate: \$50
 Extra Duty Hourly Rate: \$70

Percentage increase to prior year salary schedule: 5.25%
 Monthly Medical, Dental, and Vision Caps. Annual cap is based on 12 months, totaling \$18,096

APPENDIX A-3

2023-24 JUNIOR/SENIOR HIGH COUNSELOR SALARY SCHEDULE

Board Approval Date: June 5, 2023
 Effective: July 1, 2023

186 Days/Year (8 Hour Work Day)
 Additional Duty Days: 8

Calistoga Joint Unified School District
Junior/Senior High Counselor Salary Schedule
 2023-24

Range	I Non Cred Emer Cred	II BA/BA+15	III BA+30	IV BA+45	IV BA+45 + Masters	V BA+60	V BA+60 + Masters	VI BA+75	VI BA+75 + Masters
Step 1	95,169	101,974	101,974	101,974	106,147	106,147	110,318	110,318	114,492
Step 2	95,169	101,974	101,974	106,147	110,318	110,318	114,492	114,492	118,665
Step 3	95,169	101,974	106,147	110,318	114,492	114,492	118,665	118,665	122,837
Step 4	95,169	106,147	110,318	114,492	118,665	118,665	122,837	122,837	127,010
Step 5	95,169	110,318	114,492	118,665	122,837	122,837	127,010	127,010	131,184
Step 6	95,169	114,492	118,665	122,837	127,010	127,010	131,184	131,184	135,356
Step 7	95,169	118,665	122,837	127,010	131,184	131,184	135,356	135,356	139,529
Step 8	95,169	122,837	127,010	131,184	135,356	135,356	139,529	139,529	143,702
Step 9	95,169	127,010	131,184	135,356	139,529	139,529	143,702	143,702	147,874
Step 10	95,169	131,184	135,356	139,529	143,702	143,702	147,874	147,874	152,047
Step 11	95,169	135,356	139,529	143,702	147,874	147,874	152,047	152,047	156,220
Step 12	95,169	139,529	143,702	147,874	152,047	152,047	156,220	156,220	160,393
Step 13	95,169	139,529	143,702	147,874	152,047	152,047	156,220	156,220	160,393
Step 14	95,169	139,529	143,702	147,874	152,047	152,047	156,220	156,220	160,393
Step 15	95,169	139,529	143,702	147,874	152,047	156,220	160,393	160,393	164,566
Step 16	95,169	139,529	143,702	147,874	152,047	156,220	160,393	160,393	164,566
Step 17	95,169	139,529	143,702	147,874	152,047	156,220	160,393	160,393	164,566
Step 18	95,169	139,529	143,702	147,874	152,047	160,393	164,566	164,566	168,740
Step 19	95,169	139,529	143,702	147,874	152,047	160,393	164,566	164,566	168,740
Step 20	95,169	139,529	143,702	147,874	152,047	160,393	164,566	164,566	168,740
Step 21	95,169	139,529	143,702	147,874	152,047	160,393	164,566	168,740	172,912
Step 22	95,169	139,529	143,702	147,874	152,047	160,393	164,566	168,740	172,912
Step 23	95,169	139,529	143,702	147,874	152,047	160,393	164,566	168,740	172,912
Step 24	95,169	139,529	143,702	147,874	152,047	160,393	164,566	172,912	177,085

Stipends
 Doctoral (Article 2.3): \$836
 Bilingual (Article 2.4): \$1,481

Prep Period Hourly Rate: \$50
 Extra Duty Hourly Rate: \$70

Percentage increase to prior year salary schedule: 5.25%
 Monthly Medical, Dental, and Vision Caps. Annual cap is based on 12 months, totaling \$18,096

APPENDIX A-4

2023-24 SCHOOL PSYCHOLOGIST SALARY SCHEDULE

Board Approval Date: June 5, 2023
 Effective: July 1, 2023

204 Days/Year
 8 Hour Work Day

Calistoga Joint Unified School District Certificated School Psychologist/Program Specialist Salary Schedule 2023-24

Step	1	2	3	4	5	6	7
Base Salary	125,653	129,414	133,178	138,695	144,212	152,740	162,020
Plus Masters	129,291	133,054	136,816	142,334	147,851	156,380	165,658

Stipends

Doctoral (Article 2.3): \$836
 Bilingual (Article 2.4): \$1,481

Overnight Weekday Field Trip Daily Rate: \$150
 Overnight Weekend Field Trip Daily Rate: \$200
 Preparation Period Substitute Hourly Rate: \$50
 Extra Duty Summer School Hourly Rate: \$70

Percentage increase to prior year salary schedule: 5.25%
 Monthly Medical, Dental, and Vision Caps. Annual cap is based on 12 months, totaling \$18,096

APPENDIX A-5

2023-24 Co-CURRICULAR SALARY SCHEDULE

Board Approval Date: August 14, 2023
 Effective: July 1, 2023

Calistoga Joint Unified School District Co-Curricular Salary Schedule 2023-24

Sport	Varsity		Jr. Varsity	Jr. High
	Head	Assistant	Head	Head
Fall				
Basketball (Girls)				2,580
Basketball (Girls)				2,580
Football	4,560	2,708	3,892	
Sideline Cheer	4,086			
Soccer (Co-Ed)				2,580
Soccer (Co-Ed)				2,580
Soccer (Boys)	4,086	2,708		
Soccer (Girls)	4,086	2,708		
Cross Country	4,086			2,580
Volleyball	4,086	2,708	2,629	
Winter				
Basketball (Boys)	4,086		2,708	2,580
Basketball (Boys)				2,580
Basketball (Girls)	4,086		2,708	
Volleyball (Girls)				2,580
Volleyball (Girls)				2,580
Spring				
Baseball	4,086	2,708		
Softball	4,086	2,708		
Track	4,086	2,708		2,580
Tennis	4,086			
Swimming	4,086			
Competitive Cheer	4,086			

Other Co-Curricular Salaries		
Athletic Director	CJSHS	21,865
Athletics Supervisor	CHS	4,086
Choir Coach	CHS	1,935
CTE Teacher	CJSHS	4,894
Director - Drama	CHS	4,086
Director - Music	CHS	4,086
Director - Yearbook	CHS	4,086
Director - ASB	CHS	11,342
Director - ASB	CJHS	4,894
Director - ASB	CES	4,894
HOPE Program Coordinator	CHS	2,269
WASC Coordinator	CHS	6,128
Gardening Director	CJSHS	3,667
Intramural Athletics Coach	CES	3,667

Unit members who serve as Athletics Director (A.D.) shall be provided an A.D. preparation period. In the absence of an A.D. preparation period, they will be compensated an additional \$14,500.

Percentage increase to prior year salary schedule: 5.85%
 Percentage increase to 2023-24 salary schedule: 5.25%

APPENDIX B-1

CERTIFICATED EVALUATION CRITERIA

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION (CSTP) 2009

STANDARD ONE:

ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING

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

STANDARD TWO:

CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

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

STANDARD THREE:

UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

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

STANDARD FOUR:

PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

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

STANDARD FIVE:

ASSESSING STUDENTS FOR LEARNING

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

STANDARD SIX:

DEVELOPING AS A PROFESSIONAL EDUCATOR

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

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

APPENDIX B-2
CERTIFICATED EVALUATION AND RATING FORM

Certificated Evaluation and Rating Form
Calistoga Joint Unified School District

School: _____	School Year: _____
Teacher: _____	<input type="checkbox"/> 1st Year Probationary
Job Assignment: _____	<input type="checkbox"/> 2nd Year Probationary
	<input type="checkbox"/> Permanent
	<input type="checkbox"/> Temporary

Evaluation Criterion:
1 = Meets or Exceeds Standard
2 = Needs Improvement
3 = Unsatisfactory

1. Engaging and Supporting All Students in Learning
Rating = 1 2 3

Supportive Statement:

Recommendations:

2. Creating and Maintaining Effective Environments for Student Learning
Rating = 1 2 3

Supportive Statement:

Recommendations:

3. Understanding and Organizing Subject Matter for Student Learning

Rating = 1 2 3

Supportive Statement:

Recommendations:

4. Planning Instruction and Designing Learning Experiences for All Students

Rating = 1 2 3

Supportive Statement:

Recommendations:

5. Assessing Students for Learning

Rating = 1 2 3

Supportive Statement:

Recommendations:

6. Developing as a Professional Educator
 Rating = 1 2 3

Supportive Statement:

Recommendations:

OVERALL PERFORMANCE RATING:

- Meets or Exceeds District Criteria
- Needs Improvement (For Probationary Teachers)
- Unsatisfactory

EVALUATEE STATEMENT:

I acknowledge that I have seen this evaluation and have been provided with written suggestions where improvement in performance is indicated. I understand that my signature does not necessarily mean that I agree with this evaluation. I understand this document will be placed in my primary personnel file. I further understand that I have "ten (10) work days" from receipt of this document to make any signed written comments I wish, which will be attached to the document and placed in my primary personnel file.

SIGNATURES:

 Teacher

 Evaluator

 Date

 Date

Response Attached

Additional Information Attached

APPENDIX B-3
5-YEAR EVALUATION CYCLE AGREEMENT

CALISTOGA JOINT UNIFIED SCHOOL DISTRICT
5-Year Evaluation Cycle Agreement

Requirements (Verify and Check):

- Permanent Status with District
- Employed by the District for 10 Years
- Immediately Proceeding Evaluation of "Meets or Exceeds" on All Standards
- Unit Member and Evaluator Agree in Writing

Note: "The evaluator or unit member may withdraw from the agreement no later than October 1 of any school year in which case the unit member shall be evaluated that year. This provision shall not preclude a supervisor from making informal observations at any time." (Article 9.2)

5-Year Evaluation Sample Timeline:

Name	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
Unit Member Who Meets 5 Year Evaluation Criterion (Example A)	Evaluation Completed	5 Year Plan Begins	5 Year Plan	5 Year Plan	5 Year Plan	Evaluation Completed	Off Year or Start of 5 Year Cycle	Evaluated Unless on 5 Year Plan
Unit Member Who Meets 5 Year Evaluation Criterion (Example B)		Evaluation Completed	5 Year Plan Begins	5 Year Plan	5 Year Plan	5 Year Plan	Evaluation Completed	Off Year or Start of 5 Year Cycle

We, the undersigned, formally agree that _____ has met the above requirements and will be evaluated on the 5-year evaluation cycle beginning September 20____ and ending June 20____.

 Evaluator

 Unit Member

 Date

 Date

I, hereby, withdraw from the above agreement for the 5-year evaluation cycle.

 Evaluator

 Unit Member

 Date

 Date

APPENDIX C-1
CATASTROPHIC LEAVE

CAT/CJUSD

Sick Leave Pool Donation Form

I, _____, wish to donate _____ hours of my accumulated sick leave to the catastrophic leave “pool” designated for _____.
Receiving Employee

I have read and understand the guidelines of the Catastrophic Leave section of the collective bargaining agreement between Calistoga Joint Unified School District and the Calistoga Associated Teachers. I understand that a percentage of the donated hours will be returned to me if unused by the employee named above. I further understand that these hours will be subtracted from my accumulated sick leave.

Donating Employee Signature

Date

APPENDIX C-2
CATASTROPHIC LEAVE POOL

CAT/CJUSD

Withdrawal Application

Name: _____ Date: _____

Address: _____ City: _____

Home Phone: _____ Work Phone: _____

Work Site: _____ Position: _____

of Hours Applying For: _____ Dates to be used: _____

Circumstances:

(Attach additional sheet if more room is needed)

Name of attending physician: _____

Phone Number: _____

I have used all of my available sick leave.

I hereby certify that all statements made herein are true and correct to the best of my knowledge. I understand that a false statement may disqualify me from obtaining hours from the Sick Leave Pool.

Please attach medical verification

Date

APPENDIX D GRIEVANCE FORM

CJUSD / Calistoga Associated Teachers Grievance Form

Directions: Grievance procedures are outlined in Article 11 of collective bargaining agreement. Please use this form to track the process of the grievance, following each of the levels required, beginning with Level I. Be sure to follow all of the required timelines. Attach copies of all necessary back-up material.

Grievant's Name: _____
Today's Date: _____

1. Date of Alleged Violation of the Contract: _____

2. Specific Article of the contract that is alleged to have been violated: _____

3. **Level I** (Article 11.3.1): Date of Informal Procedure: _____
Circle One: Grievance Resolved / Grievance Unresolved
Initial _____ Initial _____

3a. (Article 11.3.1): If unresolved, attach written notice indicating such.

4. **Level II** (Article 11.4.1) Date of Initiation of Formal Procedure: _____

4a. **Written Statement of Grievance:** "Attach a clear, concise statement of the grievance, the circumstances involved, section of the Agreement violated, and the specific remedy sought."

4b. (Article 11.4.2) Date of Administrators Written Decision: _____
Attach administrators written decision

Circle One: Grievance Resolved / Grievance Unresolved
Initial _____ Initial _____

5. **Level III** (Article 11.5.1) Date of Initiation of Written Appeal to Superintendent: _____

5a. (Article 11.5.2) Attach a copy of the written appeal to the superintendent.
"The statement of appeal must include a copy of the original grievance, the decision rendered, and a clear, concise statement of the premise for the appeal."

5b. (Article 11.5.3) Date of Superintendent's Written Decision: _____
Attach superintendent's written decision

Circle One: Grievance Resolved / Grievance Unresolved
Initial _____ Initial _____

6. **Level IV:** (Article 11.6) Date of Notice to Appeal to Mediation: _____
Attach written notice of intent to mediate

7. **Level V:** (Article 11.7) Date of Notice to Appeal to Arbitrate: _____
Attach written notice of intent to arbitrate

Circle One: Final Decision of Arbitrator: Grievance Upheld / Grievance Denied

APPENDIX E
DISTRICT UNSAFE CONDITIONS REPORT FORM

Calistoga Joint Unified School District

PART A:

Statement of Unsafe Conditions:

Explain Why You Feel This is an Unsafe Condition:

Date of Observance

Remedy Sought

Signature

School

PART B:

Investigation

Findings

Signature of Investigator

Date

PART C:

Findings

Action Taken

Person Taking Action

Date

To be completed in duplicate, completed copy to be returned to teacher.

For District:

Audra Pittman

Dr. Audra Pittman
Superintendent

Date: 12/11/2023

Michael DeFrancesco

Michael DeFrancesco
Director of Ed. Services & HR

Date: 12/11/2023

For CAT:

Kathleen Bone

Kathy Bone
CAT Co-President

Date: 12/8/2023

Patricia Lassen

Patty Lassen
CAT Co-President

Date: 12/11/2023