

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**CUYAMA JOINT
UNIFIED SCHOOL DISTRICT**

AND

**CUYAMA UNIFIED EDUCATORS
CTA/NEA**



July 1, 2018 - June 30, 2019

(April 2018)

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I. AGREEMENT	1
II. RECOGNITION	3
III. ORGANIZATIONAL RIGHTS AND PRIVILEGES.....	4
IV. DISTRICT RIGHTS	5
V. EVALUATIONS	6
VI. PERSONNEL FILES	8
VII. TRANSFERS AND REASSIGNMENTS	9
VIII. GRIEVANCE PROCEDURE.....	11
IX. COMPLAINTS AGAINST UNIT MEMBER.....	14
X. UNIT MEMBER DISCIPLINE.....	15
XI. CLASS SIZE.....	16
XII. DUTY ASSIGNMENT HOURS	17
XIII. LEAVES.....	18
XIV. MEDICARE.....	23
XV. TRAVEL EXPENSES	24
XVI. REPLACEMENT OR REPAIR OF UNIT MEMBER PROPERTY	25
XVII. UNIT MEMBER SAFETY.....	26
XVIII. NON-DISCRIMINATION.....	27
XIX. SEVERABILITY AND SAVINGS.....	28
XX. EFFECT OF AGREEMENT	29
XXI. TERM/SUCCESSOR CLAUSE	30

XXII. SALARY AND FRINGE BENEFITS 31

XXIII. CUYAMA JOINT UNIFIED SCHOOL DISTRICT
PEER ASSISTANCE AND REVIEW PROGRAM (PAR) 33

RATIFIED AND ACCEPTED 40

APPENDICES

- A July 1, 2018, to December 31, 2018, Certificated Salary Schedule
- B 2018-2019 Extracurricular Stipend Schedule

ARTICLE I AGREEMENT

A. The Articles and provisions contained herein constitute a bilateral and binding agreement by and between the Board of Trustees of the Cuyama Joint Unified School District (hereinafter "Board" and/or "District") and the Cuyama Unified Educators (hereinafter "Association"), an employee organization.

B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549, of the California Government Code.

C. DEFINITIONS

The following definitions shall apply to all Articles of this Agreement:

1. Co-curricular stipend: A form of compensation paid to a unit member to perform duties in a position or positions which may include but not be limited to Coaches, Science Fair Coordinator, High School Class Advisor, Athletic Director, and ASB Advisor.
2. Daily rate of pay: A unit member's annual salary divided by the number of duty days.
3. Day: Any day on which the District Office is open for business.
4. Duty day: A day when unit members are required to be present.
5. Extracurricular duties: Any duties which a unit member is required to perform after the regular school day. These duties do not involve instruction of students.
6. Grievant: Any unit member covered by this Agreement or the Exclusive Representative, either on its own behalf or on behalf of a specifically identified unit member or unit members.
7. Hourly rate of pay: A unit member's daily rate of pay divided by the required number of hours in the unit member's workday.
8. Immediate Supervisor: The lowest level administrator having immediate jurisdiction over a unit member, who has been designated to administer grievances.
9. Instructional day: A day when students are required to be in attendance.
10. Paid leave of absence: A leave of absence granted by the District when the unit member receives wages and all fringe benefits for the period of the leave.
11. School day: The amount of time each day when unit members are required to be on duty.

12. Unassigned time: That time during the school day when a unit member is not required to be in direct contact with students.

13. Unpaid leave of absence: A leave of absence granted by the District when the unit member receives no wages, fringe benefits, advancement on the salary schedule, bargaining unit seniority, or accrual of contractual benefits for the period of the leave.

14. Immediate family: Mother (stepmother), mother-in-law, father (stepfather), father-in-law, husband, wife, son (stepson), daughter (stepdaughter), brother, sister, Aunt/Uncle of the unit member or spouse of the unit member, grandparent, legal guardian, foster children, grandchild of the unit member or spouse, or any person living in the immediate household of the unit member or any individual who has performed the functions of a parent or guardian. Pursuant to Family Code sections 297 and 297.5(a)-(c), or successor statutes if applicable, the term "spouse" includes a registered domestic partner.

16. Grievance: A claim by a Grievant that there has been a violation, misinterpretation, or misapplication of any specific provision of this Agreement, which adversely affects the grievant.

ARTICLE II RECOGNITION

A. On June 23, 2000, the Public Employment Relations Board certified the Cuyama Unified Educators, CTA/NEA, as the exclusive representative of all certificated unit members (hereinafter unit members“) of the District serving under regular contract. The District recognizes the Association as the exclusive representative of all certificated unit members for meeting and negotiation.

B. The unit for which the Association requests exclusive representation is composed of all regular full-time and part-time certificated employees.

Positions excluded are all substitutes, management, supervisory, and confidential employees.

**ARTICLE III
ORGANIZATIONAL RIGHTS AND PRIVILEGES**

Rights of Access, Communication, and Use of Facilities

A. Association staff and Association representatives will have reasonable access to unit members during the normal workday provided the Association representative makes his/her presence known to the Superintendent/Principal prior to contacting the unit member(s) on duty. Contact with unit members is not permitted if the contact interferes with or has a reasonable likelihood of interfering with the educational program, the duties of other unit members, or with the right of unit members to refrain from listening to an Association representative. Unit members may attend Association meetings during unassigned time. The Association shall have the right to use bulletin boards, mailboxes, and to use District facilities for the purpose of Association-called meetings.

1. Communication. The Association shall be entitled to post notices of Association business on a staff bulletin board in an area frequented by unit members in each school complex. The Association shall be entitled to the use of regular inter-school delivery services and mailboxes for communication to unit members regarding lawful Association business and they shall be identified as to their origin. An Association representative shall be responsible for intra-school distribution of said communications. A signed copy of general distribution Association material shall be sent to the principal or designee at time of posting or delivery.
2. Use of Facilities. The Association may use school facilities for meetings when involved unit members are not on duty, subject to approval of the principal. Such approval shall be granted, unless such meetings conflict with previously scheduled use of such facilities, or the buildings are otherwise unavailable for use.
3. In addition, upon request, the District shall provide the Association with materials necessary for the Association to fulfill its role as exclusive bargaining representative.

ARTICLE IV DISTRICT RIGHTS

A. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct and supervise the work of its unit members; determine the days, times and hours of operation; and the methods and means of providing them; establish its educational policies, methods of instruction, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; evaluate instructional program; build, move or modify facilities; establish budgets and budget procedures and determine budgetary allocations; determine the methods and amount of revenue to be raised; lawfully contract out work (subject however to prior negotiations with the Association if bargaining unit work or members are affected; provided further that the District may continue to contract for the types of services currently provided on such basis); and take action on any matter in the event of an emergency (i.e. act of God, natural disaster, act of war declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, power failure, or energy crisis.)

In addition, the District retains the right to hire, classify, assign, evaluate, supervise, promote, terminate, and discipline unit members.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

C. The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency, limited however to the duration of the emergency.

ARTICLE V EVALUATIONS

A. Temporary and probationary unit members shall be evaluated twice a year. Tenured unit members shall be evaluated once every two years except a unit member may, by mutual agreement with his or her evaluator, be evaluated every three years. Unit members shall not be evaluated more frequently than as provided in this Agreement, unless the last evaluation was unsatisfactory. An unsatisfactory evaluation may result in a carry-over evaluation the subsequent year, but such evaluation will be limited to goal areas that were rated unsatisfactory.

B. By October 15, or within 30 days following commencement of duties, whichever is later, the evaluator and unit member shall meet and attempt mutually to agree upon the unit member's objectives for the current school year which will form the basis for the evaluation.

If the evaluator and unit member cannot agree on the objectives, the evaluator shall make the final decision.

C. The evaluation procedure for tenured unit members made pursuant to this Article shall be transmitted to the evaluatee by 60 calendar days before the last day of each school year in which the evaluation takes place.

D. Personal observation of the work of a unit member shall be conducted openly and with full knowledge of the unit member.

E. Matters which are outside the scope of employment are irrelevant to the process of evaluation.

F. Formal observations shall be no less than 15 minutes or more than 60 minutes in length.

G. Formal classroom observations shall be preceded by at least a three workday notice that the observation is going to occur.

H. An evaluation conference shall be scheduled not more than three days (or extended by mutual agreement) after such observation to review the evaluator's observations with the unit member.

I. The evaluation and assessment of unit members' competence pursuant to this Article shall not include the use of publishers' norms established by standardized tests. The evaluation form has been updated to include teaching standards and a final evaluation of "meets requirements or doesn't meet requirements" and the evaluatee has the right to respond to the evaluation in the final comments section. The results of the continuum shall not be used to evaluate unit members. The results of continuum shall not be used to evaluate unit members. The District shall apply and implement the evaluation provisions contained herein in an equitable and reasonable fashion.

J. In the case of negative evaluation(s), the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, the following:

1. A specific improvement plan with objectives;
2. Direct assistance to implement the improvement plan;
3. Provisions for reasonable additional resources to be utilized with the improvement;
4. The plan may also acknowledge real problems in the classroom as they may bear upon the teaching process;
5. Time schedule to monitor progress.

K. If course work is required by the district as a result of a negative evaluation, the teacher's cost for registration, travel and supplies shall be paid by the District.

L. The evaluator shall not base his/her evaluation of a unit member on any information which was not collected through direct observation of such employee. Hearsay statements shall be excluded from evaluations.

M. Unit members shall not be required to participate in the evaluation and/or observation of other unit members.

**ARTICLE VI
PERSONNEL FILES**

- A. There shall be a single personnel file for each unit member. Personnel files shall be kept in the central administrative office of the District.

- B. Materials in a unit member's personnel file shall be made available for review by the unit member by appointment. Inspection shall occur in the presence of the Superintendent or designee. A unit member's representative, upon written authority by the unit member, may inspect the file by appointment in the presence of the Superintendent or designee.

- C. A unit member may submit a written rebuttal to any derogatory documents placed in the unit member's personnel file.

- D. The unit member shall have the right to respond according the Education Code Section 44031.

ARTICLE VII TRANSFERS AND REASSIGNMENTS

A. Transfer means "movement from one school to another school" as set forth in California Education Code Section 35035. Reassignment means a shift between grade levels or subject matter classes at one school site. Any unit member transferred or reassigned shall be afforded help with moving such as boxing and transportation. The provisions of this Article shall not be construed to deny the right of any unit member to apply and receive consideration for any vacant position in the District. Prior to any hiring decision, the District shall post any vacancy in a conspicuous way in the site offices during the regular school year. The District shall also e-mail vacancy postings that arise during break periods to teachers at their District e-mail address and personal e-mail address, if provided by the Unit Member.

1. A transfer may be unit member initiated (voluntary).
2. A transfer may be District initiated (involuntary).

B. The following criteria will be used by the District for voluntary transfers and reassignments:

1. Specific requirements of the position.
2. The needs of the instructional program.
3. Credential(s) held by the unit member.
4. Degrees held by the unit member.
5. Most recent training/experience.
6. Special skills/aptitudes.
7. Where the candidates are equal after applying the criteria above, the unit member with the greatest length of service in the district will be given the position.

C. A unit member may be transferred or reassigned involuntarily, provided the new assignment falls within the scope of the unit member's teaching certificate. The following criteria will be used by the District for involuntary transfers and reassignments:

1. Specific requirements of the position.
2. The needs of the instructional program.
3. Credential(s) held by the unit member.
4. Degrees held by the unit member.

5. Most recent training/experience
6. Special skills/aptitudes.
7. Where the unit members are equal after applying the criteria above, the employee with the least length of service in the District will be given the position.

D. Unit members so moved shall be given as much advance notice as possible, but in no event less than two weeks before the first day that unit members report back to duty. All involuntary reassignment notices shall be in writing. Should the district fail to provide two weeks' notice, the teacher shall be provided two days of pay at their daily rate to compensate for the change. Any unit member involuntarily reassigned shall receive one days' pay at their daily rate to compensate for the change.

E. Involuntary transfers or reassignments will be made only to serve the educational needs of the District and not for arbitrary or capricious reasons.

F. Involuntary transfers shall not result in loss of salary or contractual benefits to any unit member involved. Further, should a bargaining unit member be involuntarily reassigned, that member will have the first right of refusal should other assignments, for which the member is qualified, become available.

G. Prior to implementing an involuntary transfer, the Superintendent shall schedule a meeting with the affected unit member and the building principal to discuss the transfer, the possibility of employee preference for alternative vacancies, and such other issues as deemed pertinent by the parties.

H. Two or more unit members may arrange to exchange positions within a school or between schools as long as the exchange meets the approval of the involved building principal(s) and the Superintendent. The proposed exchange must be submitted to the building principal(s) in writing.

I. Reassignments shall be made on the basis of the educational needs of the school and not for arbitrary or capricious reasons.

1. Reassignments shall be accomplished with as much prior notice as practicable.
2. A unit member may request a conference with the site administrator to discuss a reassignment.
3. A unit member who is reassigned shall receive the reason(s) in writing if a written request is made within five days of the notice of the reassignment.

ARTICLE VIII GRIEVANCE PROCEDURE

A. Miscellaneous Conditions.

1. Every effort will be made by the parties to settle grievances at the lowest possible level.
2. Grievances shall be processed in a timely manner. Failure of the grievant or the Exclusive Representative to adhere to the time limits of this article shall constitute a withdrawal of the grievance. However, parties may mutually adjust time limits.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant(s).
4. No reprisals of any kind shall be taken by an administrator by reason of grievance participation.

B. Informal Resolution, Level I

Any unit member alleging a grievance shall make every effort to meet with his/her supervisor with the objective of resolving the matter informally. Either party may have a representative present. The Informal Resolution shall be initiated by the unit member no later than ten (10) duty days following the alleged incident. If the Grievant is not satisfied with the informal conference, he/she may prepare a formal written grievance and process it through the grievance procedure.

C. Steps in Grievance Procedure

1. Formal Level 1: In the event the Grievant is not satisfied at the Individual Informal Resolution level, he/she will contact the Association to initiate a formal grievance in writing to the Superintendent within 20 duty days after the alleged violation first became known or should reasonably become known to the Grievant.
 - (a) The grievance statement shall be prepared in clear, concise language and include specific circumstances, as well as state specific remedies sought. The supervisor shall communicate in writing to the Grievant a decision within ten workdays after receiving the grievance.

Formal Level II:

If the unit member is not satisfied with the Superintendent's decision, the unit member may, within 10 days (or within 10 days of the date the Superintendent's decision should have been issued, if no decision was issued), appeal the matter to Grievance Conciliation with the agreement of the Association.

1. If the unit member seeks conciliation, the unit member will submit a signed statement setting forth in a clear, concise manner the reasons for the appeal. The statement will also include a copy of the original grievance as well as all other subsequent written documentation regarding the grievance.
2. The conciliation session shall be scheduled at the mutual convenience of the parties and the conciliator.
 - (a) The conciliator shall attempt to find a mutually acceptable resolution to the grievance.
 - (b) The conciliator shall not issue any public statements of fact or opinion on the issue(s).
 - (c) Conciliation or settlement positions of either party shall not be introduced at any other grievance level.
 - (d) If the conciliation has produced a mutually acceptable solution, that solution shall be the Superintendent's decision.

Formal Level III:

If the grievance is denied at Level Two, an appeal may be made to either the school board or to arbitration as set forth below. The selection of one option shall preclude the availability of the other.

1. School Board Appeal—Option 1. The grievant may appeal the decision of the Superintendent to the District Board of Trustees within 10 days of the Level Two denial. The District Board of Trustees shall hold a hearing on the matter and make the final determination on the grievance.
2. Arbitration—Option 2. The grievant may request the Association to submit the issue to arbitration. The request must be made in writing, with a copy to the District, within 10 days of the Level Two denial.
 - (a) The Association, by written notice to the District within 20 days of the request by the grievant, may submit the grievance to arbitration under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association.

(b) If the question of arbitrability arises, the question shall be ruled upon before the arbitrator has heard the grievance on its merits.

(c) After a hearing on the merits of the grievance, the arbitrator shall render a prompt decision in writing which sets forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator's decision shall be limited to the specific items of this Agreement. The arbitrator shall not add to, subtract from, modify, or amend any provisions or procedures contained herein. The arbitrator is empowered to include in any award restitution, financial reimbursement, or other proper remedy except monetary damages or penalties. The decision of the arbitrator will be final.

(d) Costs for the services of the arbitrator, including but not limited to per diem expenses, travel, and reasonable subsistence expenses, and the cost of any hearing room and court reporter, if any, shall be borne equally by the District and the Association. All other costs shall be borne by the party incurring them.

**ARTICLE IX
COMPLAINTS AGAINST UNIT MEMBER**

A. Any complaint against a unit member must first be referred to the unit member to attempt resolution. Failing resolution, any complaint against a unit member must be placed in writing if the complaining party desires the District to consider any formal action against the unit member. Written complaints against the unit member will be brought to the unit member's attention within five days of receipt and will be considered by the Superintendent/Principal for inclusion in the unit member's personnel file. Should an outside investigation be required in order to ascertain the facts of the matter, the unit member will be advised within 5 days of the conclusion of the investigation.

B. At the request of either party, and on a case-by-case basis, the Superintendent/Principal will attempt to hold a meeting between the complaining person and the unit member prior to the placement of the complaint in the personnel file.

C. A unit member, on request, is entitled to representation in the meeting. The unit member will be informed by the Superintendent/Principal of the right to be accompanied to the meeting by a representative.

D. If the Superintendent/Principal determines that the complaint is substantiated and will be included in the unit member's personnel file, the Superintendent/Principal will attach a summary of his/her findings. The unit member will be notified of the pending placement in the personnel file and will be allowed to file a written response.

E. If the unit member disputes the complaint, the unit member may request a hearing with the Superintendent/Principal whose decision will be final or the Association may initiate the grievance process at the Formal Level 2 step.

F. These provisions do not apply to any written communication concerning any investigation done by law enforcement when the District has been requested in writing by law enforcement not to inform the unit member of the investigation.

G. All information or proceedings regarding any complaint will be treated as confidential by the District.

H. A unit member may respond under the provisions of Education Code Section 44031.

**ARTICLE X
UNIT MEMBER DISCIPLINE**

A. Except for the provisions of Education Code Sections 44939, 44940, 44942, and conduct which endangers the health and/or safety of the unit member or other employees and/or students or the public, no unit member shall be placed on unpaid suspension for more than 15 days. Suspension under this Article will be for just cause and according to principles of progressive discipline.

B. "Progressive discipline" is defined as a hierarchy of procedures that is initiated with informal oral communication(s) followed by formal written communication(s). The procedure must contain identification of unacceptable behavior, as well as providing identification of prescriptive activities that, if followed, would preclude repeat of the unacceptable behavior.

C. A unit member may be accompanied by an Association representative if it is reasonably believed a conference with a site administrator concerns disciplinary action. A site administrator has the right, however, to conduct an informational meeting with a unit member.

D. The site administrator shall notify, in writing, the Association and Superintendent concurrently with notification to the unit member if any disciplinary action is contemplated.

The notice shall contain a specific statement of the act(s) or infraction(s) upon which the disciplinary action is based, the proposed disciplinary action to be taken, and, where applicable, a statement of rules, regulations, or statutes which the unit member is alleged to have violated.

E. A unit member may respond to the Notice, in writing, to the site administrator within five workdays of receipt of the Notice. The purpose of the response is to allow the unit member an opportunity to respond and is not intended to create an adversarial situation.

F. Any proposed or actual suspension shall be preceded by written notice of the right to appeal said action by filing a grievance as provided for in Article VIII, Grievance Procedures, of this Agreement. Any proposed disciplinary actions against a unit member shall be stayed until the arbitrator's decision is rendered, except in cases of severe violation or repetition, in which case a unit member shall be suspended with pay pending outcome of the arbitration.

ARTICLE XI CLASS SIZE

Class size shall mean the number of students assigned to a unit member.

1. Imbalance of class size, except in traditionally larger classes, may be discussed with the Superintendent for the purpose of making adjustments or considering alternatives.

2. The District agrees to make reasonable efforts to balance class sizes at each grade level. These efforts shall include, but are not limited to, the formation of an advisory committee which shall include the Superintendent/Principal and a maximum of three annually elected Association representatives. The committee shall meet in May and August and January prior to the beginning of the second semester to review, discuss, and respond to projected enrollments and class loads. Participation on the committee is on a voluntary basis and will not be compensated by the District; these meetings shall take place outside of instructional time. The Superintendent agrees to consider the views and recommendations of the Committee.

ARTICLE XII DUTY ASSIGNMENT HOURS

A. Classroom unit members shall report for duty at least 30 minutes before the beginning of the instructional day per statutes, unless otherwise designated for morning bus duty. Unit members shall remain on duty per posted site schedules but are to be released no later than 4:00 p.m. Regular duty hours shall be seven and one half (7.5) hours inclusive of a minimum 30-minute duty-free lunch period.

B. All high school unit members shall be assigned a preparation period within a six and seven period day. The preparation period shall be the same length as the regular class period. Unit members will be assigned no more than five periods for which a separate preparation is required. High school unit members with permanency by mutual agreement with the District may sell back the preparation periods at the unit member's prorated rate of pay. Part-time high school unit members shall be entitled to a preparation period on a pro rata basis.

C. High school unit members who voluntarily sell back their preparation period exclusively to proctor online classes, where no assignment preparation or grading is required, shall be compensated at the hourly rate of Step One, Column One, on the salary schedule.

D. Elementary school unit members may use the weekly library period as preparation time.

E. The work year for full-time unit members will be 184 days. The work year shall consist of 180 instructional days, two and one-half (2.5) professional development days, and one and one-half (1.5) non-student contact self-directed teacher preparation days immediately preceding the first day of school

F. In the event that the administration declares an inclement weather day where the students are released early, unit members may leave upon completion of duties. The District agrees not to use those days for professional development purposes.

ARTICLE XIII LEAVES

A. Sick Leave. Every unit member employed five full days a week shall be entitled to ten (10) days of sick leave for each year of employment pursuant to Education Code Section 44978. Sick leave shall be used for the unit member's illness, injury, or health care appointments. Unused sick leave shall accrue from school year to school year. The District may require verification of consultation with a health care provider if the unit member has been on sick leave for three (3) or more consecutive days. Sick leave may be taken in ¼ hour (15 minute) increments.

B. An employee may use up to half of their annual sick leave accrual in any calendar year to attend to an illness of a child, parent, spouse, or domestic partner of the employee. All conditions and restrictions placed by the District on an employee's use of sick leave shall also apply to an employee's use of sick leave to attend to an illness of his or her child, parent, spouse, or domestic partner. This section does not extend the maximum period of leave to which an employee is entitled under any other leave provided below.

C. Personal Leave.

1. An unpaid personal leave of up to 30 workdays may be granted by the Board of Trustees when other leave provisions within this Article do not apply. Personal leave under conditions of critical emergency may be granted with pay for up to three days when the nature of the critical emergency so warrants as determined by the Board of Trustees.

The reason for personal leave shall be stated on the District Leave Request Form.

D. Court Appearance Leave/Jury Duty Leave.

1. Definition. Leave with pay shall be granted for appearance in court as a non-litigant in response to a duly served subpoena or for jury duty.

2. Procedure. A unit member absent on court leave must show verification of his/her attendance in court or state agency and the fees paid for jury duty or witness service.

(a) A unit member may retain all money paid to him/her for mileage and expenses but jury or witness fees paid to him/her by the court must be turned in to the District.

(b) Upon return from court leave, the unit member is responsible for reporting to the District and making payment for fees collected. A unit member who appears for jury duty or witness service during regularly scheduled off-duty time may retain fees and other allowances.

3. Grand Jury Service. Any unit member accepting appointment to a grand jury shall be placed on a leave without pay status for the duration of the appointment.

E. Personal Necessity Leave.

1. Definition of Personal Necessity Leave. A unit member may utilize up to seven days per year of accumulated sick leave for personal emergency or necessity. Personal necessity leave may be taken for any of the following purposes.

(a) Death or serious illness of a member of his/her immediate family, another relative, or a close personal friend.

(b) Accident involving his/her person or property or the person or property of a member of his/her immediate family.

(c) Appearance in court as a litigant or as a witness, or other absence required under official government order or direction.

(d) Professional improvement such as: registration for courses in recognized educational institutions or taking graduate or other examinations or tests that could not be taken at other times. This provision does not include attendance at classes or lectures that are available at other times which would not conflict with the unit member's duty hours.

(e) Business transactions of an urgent nature must require the presence of the unit member, and the unit member must furnish evidence or certify that the transactions could not be dealt with during off-duty hours.

(f) Problems related to property, personal appearance involving self or immediate family in court or other governmental agency but not under court order or official government order or direction, graduations, weddings.

(g) Individual or family responsibilities. Absence of this type would include sudden onset of illness or injury to the unit member's immediate family.

(h) Acceptance of an honor such as a diploma, a degree, or special award from a recognized educational institution, governmental agency, or generally recognized community organization.

2. Under no circumstances shall such leave be available for purposes of extending a holiday or vacation period, for recreational purposes, or for a work stoppage or slow-down.

3. Except for reasons identified in Paragraphs 1(a), (b), and (g) above, the unit member shall notify the site administrator three days in advance of the leave date.

4. Under all circumstances, on the day of returning to work the unit member shall verify in writing that leave was used only for the purposes set forth in Paragraphs 1(a) through (h) above. The leave shall be unpaid if utilized for other purposes.

F. Pregnancy Disability and Maternity Leave.

1. Unit members covered by this Agreement shall be entitled to use personal illness leave (sick leave) as set forth in this Agreement for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and related recovery on the same terms and conditions governing leave of absence for other illnesses, injuries, or medical disabilities.

2. The length of such pregnancy disability leave, including the date on which the leave shall commence and the date on which the employee's duties with the District are to be resumed, shall be determined by the unit member and the unit member's physician, subject to the following conditions: a unit member who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is properly able to perform her required duties and responsibilities and has submitted the necessary doctor's certificate.

3. Unit members covered by this Agreement shall be entitled to leave without pay or other benefits for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or related recovery when all current, accumulated, and differential pay sick leave has been exhausted. The date on which the unit member shall resume duties shall be determined by the unit member and the unit member's physician, provided, however, that district management may require a verification of the extent of disability.

4. This leave policy shall be construed as requiring the Board of Trustees to grant leave with pay only when necessary so leaves caused or contributed to by pregnancy, miscarriage, or childbirth are treated the same as leaves for other illnesses, injuries, or disabilities.

G. Child Bonding Leave. Leave will be provided to the extent required by Education Code Section 44977.5

H. Family Medical Leave Act. A unit member shall be eligible for Family Medical Leave Act benefits pursuant to state and federal law.

1. To be granted leave benefits pursuant to this paragraph, the unit member must have been employed by the District for one calendar year and must have served at least 1,250 hours in the previous 12 months. In addition, the reason for the leave itself must satisfy the statutory requirements.

2. Leave benefits granted pursuant to this Article are concurrent with other sick leave benefits.

I. Bereavement Leave.

1. The District shall grant necessary leave with pay at the unit member's regular rate, not to exceed five days, due to the death of any unit member's immediate family.
2. Procedure. Unit members may be granted leave by their immediate supervisor to be absent without pay for the death of any relative not designated as immediate family. Unit members shall contact their immediate supervisor to request bereavement leave prior to commencement of the leave.
3. Verification. Unit members may be required to complete a leave verification form provided by the District.
4. Salary. Bereavement leave shall be paid at the regular daily rate of pay for the first five days. A unit member may request to extend bereavement leave for an additional five days. Upon approval by the Board of Trustees, such leave days shall be compensated at the unit member's regular daily rate less the amount paid to a substitute, whether or not a substitute is actually employed.

J. Industrial Accident Leave.

1. Unit members who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of six workdays paid leave in any one fiscal year. This leave shall not be accumulated from year to year.
2. When an industrial accident or illness leave occurs at a time when it will overlap into the next fiscal year, the unit member shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury. Leave will commence on the first day of absence.
3. A unit member who has sustained a job-related injury or illness shall report the injury to the immediate supervisor on the District Accident Report Form no later than the next scheduled work day following the accident if possible.
4. During periods of injury or illness, any unit member receiving benefits under this section shall remain within the state of California unless the Board of Trustees authorizes travel outside the state.
5. During any industrial accident paid leave, the unit member shall endorse to the District the temporary disability indemnity checks received because of the industrial accident or illness. In turn, the District shall issue the unit member appropriate salary warrants for payment of salary less normal deductions.

6. When industrial accident or illness leave under this section has been exhausted, other sick leave will be used. If the unit member continues to receive temporary disability benefits under the workers' compensation laws of this state at the time of benefits under this section are exhausted, the unit member may elect to take as much of the accumulated and available sick leave, which, when added to the workers' compensation award, results in payment of not more than the regular salary. A unit member requesting industrial accident and illness leave benefits shall be required to comply with the medical verification and reporting provisions of the sick leave section of this Article.

7. Upon complying with district medical release requirements and receiving district authorization to return to work, a unit member on industrial accident or illness leave may be reinstated without loss of salary placement, employment status, or benefits due to the leave. The District shall require the unit member to submit a physician's statement indicating the unit member is physically capable of returning to full-time employment. The statement shall certify that the unit member may return to duty without detriment to his/her physical and emotional well-being.

K. Discretionary (District-Granted) Unpaid Leave. A unit member may apply for an unpaid leave of absence for up to 12 calendar months for any purpose acceptable to the District. An unpaid leave of 10 days or less is subject to approval of the Superintendent. An unpaid leave of more than 10 days is subject to approval of the Board of Trustees. Unless otherwise required by law, the District's contribution to the health benefits program terminates on the first day of the month following the month in which the unpaid leave begins.

**ARTICLE XIV
MEDICARE**

- A. The District will pay the employer's cost of Medicare for all employees who indicate a positive individual election in a Medicare Division Election.

- B. The effective date will be November 1, 1991, or December 1, 1991, if four quarters can be earned.

- C. It is understood that eligible unit members shall make matching payment as required by law.

**ARTICLE XV
TRAVEL EXPENSES**

Unit members shall be reimbursed in accordance with Board policy for travel expenses incurred while on District assignment.

ARTICLE XVI
REPLACEMENT OR REPAIR OF UNIT MEMBER PROPERTY

Unit members may be reimbursed, up to a reasonable amount, for the cost of replacing or repairing property or prostheses such as eye glasses, hearing aids, dentures, watches, or articles of clothing which are necessarily worn or carried by the unit member when any such items are damaged in the line of duty, without fault of the unit member.

The District will fully reimburse unit members for losses or damage to personal teaching property which is approved by the Superintendent/Principal or designee and on file with the District.

ARTICLE XVII
UNIT MEMBER SAFETY

- A. It shall be the unit member's responsibility to report to the principal any unsafe physical conditions in the buildings or on the school premises.
- B. It shall be the employer's responsibility to investigate unit members' reports as described herein and assess the physical condition reported; take appropriate action and correct unsafe conditions whenever resources allow.
- C. It shall be the obligation of each unit member to work in a safe manner and not create hazards.
- D. It shall be the responsibility of any unit member who is the victim of an assault or battery in connection with district employment to:
1. Verbally report the incident to the principal no later than the next scheduled workday following the accident.
 2. Submit a written report of the incident to the principal within two duty days, if the unit member is capable of doing so.
 3. It shall be the responsibility of the District to provide, upon request by the involved employee(s), appropriate nonconfidential information relating to an incident of assault and/or battery.
- E. Except in disaster or emergency situations, the District shall not require an employee to work in a life-endangering situation.
- F. In the event that unhealthful conditions cause the dismissal of students and classified staff members, Unit members shall be dismissed from their duties, without loss of pay for the remainder of the day, after safe departure of students.

**ARTICLE XVIII
NON-DISCRIMINATION**

The parties shall not discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, martial status, sexual orientation, physical handicap, and membership in an employee organization or participation in the activities of an employee organization.

ARTICLE XIX
SEVERABILITY AND SAVINGS

- A. In the event that any provision of this Agreement is held invalid by a court of final appellate jurisdiction, such decision shall not invalidate any other provisions of this Agreement and all remaining provisions shall remain in full force and effect.

- B. At the request of either party, the provision(s) held invalid shall be renegotiated.

ARTICLE XX EFFECT OF AGREEMENT

- A. It is understood and agreed that the specific provisions contained in this Agreement will prevail over District practices and procedures, prior written agreements, and over state laws to the extent permitted by state law.
- B. During the term of this Agreement, the parties expressly waive and relinquish the right to meet and negotiate and agree that the other party will not be obligated to meet and negotiate with respect to any subject matter, whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met, negotiated on, and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn, unless by mutual consent re-openers on any part can be discussed. This does not preclude either party from demanding to bargain the impact of emerging issues within the scope of representation described in Government Code Section 3543.
- C. If any provisions of this Agreement, or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, then such provisions or applications will be deemed not valid and subsisting except to the extent permitted by law; but all other provisions or applications will continue in full force and effect. In the case that the wages or benefits of bargaining unit members are diminished as a result of this provision, the parties agree to reopen negotiations on the effects of any diminishment.
- D. This document constitutes the total and entire agreement between the parties and no verbal statements will supersede any of its provisions.

ARTICLE XXI
TERM/SUCCESSOR CLAUSE

A. This Agreement shall become effective upon ratification by both the Association and the Board of Trustees and shall remain in full force and effect up to and including June 30, 2019.

B. For the 2018-2019 school year, the parties agree to reopen Article XXII, Salary and Fringe Benefits, and one additional article each.

ARTICLE XXII
SALARY AND FRINGE BENEFITS

A. Salary Schedule. Effective July 1, 2018, the salary schedule shall be increased by two (2) percent over the 2017-2018 salary schedule. The Certificated Salary Schedule is attached to this agreement as Appendix A. The increase in this paragraph shall also apply to the stipend schedule and the longevity stipend.

1. Longevity increases shall be provided to unit members in Class IV, Class V and Class VI at the beginning of the 15th year in accordance with Appendices A and A-1.
2. Full-time unit members will be paid in ten equal payments starting on or about the last workday of September. The employee shall have the option of a 12-payment schedule.
3. Only in an emergency situation will unit members be asked to substitute for another unit member. Their salary will be based on the substitute teacher rate of pay and if a class is divided between two or more unit members, the pay rate will be also determined by the ratio of students assigned to each teacher, i.e., 5 students to one unit member and 15 to another would result in one unit member receiving $\frac{1}{4}$ pay and the other $\frac{3}{4}$ pay.
4. Unit members working beyond the teacher work calendar shall be compensated at their contracted daily rate of pay.

B. Extracurricular Stipend Schedule. The 2018-2019 extracurricular stipend schedule is attached to this Agreement as Appendix B and shall become effective the first day of unit member paid service in the school year. Paid extracurricular positions are filled at the discretion of the Board.

Extracurricular stipends will be divided into ten equal payments for unit members who work in year-round activities. Coaches will be paid their full stipend at the end of the season for each respective sport.

C. Salary Schedule Advancement. Progress from one column to another shall be by completion of academic credits. All units must be job related and approved by the Superintendent.

1. To qualify for progress to a higher column, written notice of intention to do so must be filed with the Superintendent before May 1 of any contract year. A transcript or written verification must be filed with the Superintendent by September 15 of any contract year in order to receive the salary indicated for the new column.
2. Credit for units will not be given retroactively.

3. Changes in salary schedule placement shall become effective at the beginning of the contract year.

4. Credit on the salary schedule will be given to unit members who attend workshops for which the District has paid registration fees, transportation, or hotel costs as long as the unit member pays the cost of the units or credits.

D. Fringe Benefits.

1. The District shall provide a maximum of \$10,000 per school year for payment of the premiums for the health and welfare benefits (health, dental, vision, and life) for all eligible unit members belonging to one of the four (4) Anthem Blue Cross plans. Should a Bargaining Unit Member elect not to take the District-sponsored health and welfare benefits, and show proof of other coverage, the District shall pay the Bargaining Unit Member one half of the District contribution in lieu of coverage, unless such an election to opt-out is expressly prohibited by SISC.

2. Any premium increase(s) that occurs after October 1, 2015, in the insurance programs specified under the provisions of this article shall be paid by each eligible unit member, unless mutually agreed otherwise during the negotiations with the Association during the 2015-2016 school year.

3. Retired unit members who have worked for the District for 25 years or more shall have \$2,500 per year total health benefits paid by the District.

4. This benefit shall be paid until the retired unit member reaches the age of 65 and includes payment for unit members already retired from the District who are under the age of 65.

E. Extra Duties. The instructional and project work rate will be paid at the unit member's regular hourly/daily rate. Services paid at this rate include but are not limited to:

- Tutoring
- In-service training as a presenter
- Covering another class
- Creating or developing school plans, program improvement plans

The workshop/committee/in-service/summer school rate will be \$30/hour.

**ARTICLE XXIII
CUYAMA JOINT UNIFIED SCHOOL DISTRICT
PEER ASSISTANCE AND REVIEW PROGRAM (PAR)**

On May 17, 2000, the Board of Trustees of the Cuyama Joint Unified School District ("District") took action to implement the California Peer Assistance and Review Program ("PAR") for its certificated staff pursuant to Education Code section 44500, et seq.

Following Board's action, the effective date for implementation of the PAR program shall commence July 1, 2000 and continue each year thereafter unless the District determines not to participate and/or State funding for the program is terminated.

The District and its certificated staff ("Teachers") are committed to the educational process and the parents of the students who have enrolled their children at Cuyama Joint Unified School District that their children will have the best and highest quality education that a public institution can offer in the State of California. In order for students to succeed in learning, teachers must succeed in teaching. The District and its certificated staff have agreed to cooperate in the design and implementation of programs to improve the quality of instruction through the California Peer Assistance and Review Program for Teachers.

The District and its certificated staff understand that Education Code section 44500, et seq., may be subject to periodic Legislative amendments and that implementation guidelines and regulations related to PAR are also subject to change. Therefore, the District will make, if required, changes from the PAR program in order to be in compliance with the law in order to continue receiving the State funding in the PAR program.

**PEER ASSISTANCE AND REVIEW
PROGRAM REGULATION GUIDELINES**

The California Peer Assistance and Review Program for Teachers ("PAR") provides a mechanism by which exemplary unit members assist other unit members in the areas of subject matter, knowledge, teaching methods and teaching strategies.

Peer assistance activities are provided by "Consulting Unit Members" to "Participating Unit Members." Consulting unit members are selected and designated by the Joint Teacher-Administrator Peer Assistance and Review Panel ("Joint Panel"). A Participating unit member is a permanent classroom unit member who is referred and required to participate in the PAR program as a result of an unsatisfactory rating of the unit member's performance in the area of teaching methods or instruction. A classroom unit member may request assistance through the PAR process as a "Voluntary Participant" subject to the provisions of the law and the agreement of the Joint Panel.

Joint Teacher Administrator Peer Assistance and Review Panel

A. Oversight and guidance of the PAR program are provided through the Joint Panel which will be convened only in those years where a Participating unit member is referred for services. The majority of the Joint Panel shall be certificated classroom unit members who have been chosen by other certificated classroom unit members. Certificated administrator members of the Joint Panel shall be designated by the District.

1. The Joint Panel shall be composed of two (2) classroom unit members and one (1) administrator. The term of a Joint Panel member who is a classroom unit member shall be two years, except that the first term of the unit member shall be a one-year term, and one two-year term.
 - (a) Qualifications for the classroom unit members of the Joint Panel shall be the same as the qualifications for a consulting teacher.
 - (b) Unit members of the Joint Panel shall be compensated at their per diem rates for hours worked outside of the panel member's regular workday, subject to the approval of the site administrator.
 - (c) If a unit member of the Joint Panel leaves the Panel prior to the completion of his or her term, the vacant position shall be filled for the remainder of the term in the same manner by which the departed member was originally chosen or designated.
2. Classroom unit member membership on the Joint Panel shall be determined by the Association President, who shall select from qualified volunteers after announcing the availability of the positions to all bargaining unit members.
3. The Joint Panel shall elect a chair who shall serve for a one-year term.
4. The Joint Panel shall meet as it deems necessary to perform its functions. To the extent practicable, meetings shall be held during the regular workday for certificated classroom unit member. Classroom unit members shall be released from other assigned duties in order to attend Joint Panel meetings. A quorum for Joint Panel meetings shall be three members with no less than two teachers.
5. The Joint Panel will endeavor to make decisions by consensus. If the attempt to achieve consensus is unsuccessful, decisions of the committee shall be made by a majority vote.
6. Pursuant to Education Code section 44502(a), the Joint Panel shall:
 - Select consulting unit members.
 - Review peer review reports prepared by consulting unit members.

- Make recommendations to the Board of Trustees regarding PAR program participants, including informing the Board of the names of PAR participants who the Joint Panel determines have not demonstrated “satisfactory improvement” after receiving “sustained assistance” from a Consulting unit member. All recommendations pursuant to this provision shall be made to the Board not later than 30 days after receipt of the final report from a Consulting unit member.

- Make an annual evaluation of the impact of the PAR program “in order to improve the program.” The program evaluation shall be presented to the Board of Trustees at a regular meeting not later than June 1 of each school year. The Chair of the Joint Panel shall be a classroom unit member. Thereafter, the chair position shall rotate between classroom unit member and administrator members of the Joint Panel. In addition, the Joint Panel has the discretion to submit “recommendations for improvement of the program.” Recommendations for improvement are submitted to the district Board and the exclusive representative of certificated unit members.

7. In the process of carrying out its obligations, the Joint Panel may:

- Establish its internal procedures.
- Solicit and review applications for appointment as a Consulting unit members.
- Provide appropriate training opportunities for Consulting unit members.
- Guide and assist Consulting unit members in (1) the development of performance goals for Participating Teachers; (2) determining appropriate observation scheduling and practices; (3) establishing and maintaining a cooperative relationship with a Participating Teacher’s Principal; (4) assessing staff development activities that may assist in improving a Participating unit member’s skills and knowledge; and (5) writing peer review reports.
- Provide appropriate training opportunities for Joint Panel members in areas related to the Panel’s statutory responsibility.

8. Pursuant to Education Code sections 44500(b)(7) and 44662(d), the Joint Panel’s final report regarding the results of a Participating unit member’s participation in the PAR program (including responses, if any) shall be made available in the personnel file for consideration as part of the evaluation and assessment of unit member performance.

9. At the end of each school year, the Joint Panel shall forward all documents and records relating to an unit member’s participation in the PAR program to the District Office for filing as provided in Paragraph E of this Article.

Consulting Teacher Selection and Duties

B. A Consulting Unit Member is a classroom unit member who applies for that designation. If selected by the Joint Panel, the Consulting Unit Member is assigned to assist another unit member who is in need of development in subject matter knowledge, teaching strategies and teaching methods or instruction.

1. In order to be selected as a Consulting Unit Member, the Classroom Unit Member must possess the requisite minimum qualifications and must file an application with the Joint Panel. The minimum qualifications are:

- Credentialed classroom unit member with permanent status.
- “Substantial recent” classroom teaching experience.
- Demonstrated exemplary teaching ability as provided by Education Code section 44501(c) and reflected in the applicant’s performance evaluations.
- Demonstrated ability to work cooperatively and effectively with other unit members and administrators.
- The Joint Panel may agree to additional minimum qualifications that are consistent with the intent of the PAR statute.

2. Following a decision by the Joint Panel as to which candidates, if any, that it will consider, one or more Panel members shall observe each candidate’s classroom teaching performance. A written report of the observations shall be made to the Joint Panel prior to any vote to select a Consulting Unit Member or unit members.

3. The assistance provided by a Consulting Unit Member shall not involve the participation in, nor the conducting of, the evaluation and assessment of performance of the Participating unit member that is set forth in Article IX of this Agreement and Education Code section 44660, et seq. The assistance provided by the Consulting unit member shall focus on the specific areas recommended for improvement by the Participating Unit Member’s Principal (or designated evaluator) based upon the unsatisfactory rating or ratings in the performance evaluation that resulted in the referral to the PAR program.

4. As soon as possible following the assignment of a Consulting Unit Member by the Joint Panel, the Consulting Unit Member, Principal (or evaluator) of the Participating Unit Member and the Participating Unit Member shall meet and discuss the areas recommended for improvement. Thereafter, the Consulting Unit Member shall independently prepare a Plan of Consultative Assistance and time-line which is consistent with the provisions of this Article and Education Code section 44500(b)(2)(3)(5)(6) and (7). The Plan shall:

- Outline scheduled observations by the Consulting Unit Member and any release time requirements for the Consulting Unit Member's activities related to implementing the Plan.
- Provide for written peer review reports to be submitted to the Joint Panel at least every four weeks. A copy of each report shall be provided to the Participating Unit Member and to the Principal (evaluator) at the time of submission to the Joint Panel. As a part of the monitoring process, the Consulting unit member may be required to meet with the Panel to discuss the progress of the Participating Unit Member.
- Be submitted to the Joint Panel for final development and approval.

5. The Consulting Teacher's final report regarding a Participating Unit Member's participation in the PAR program for the school year shall be submitted to the Joint Panel not later than 10 workdays following completion of the Program of Consultative Assistance. The report shall describe the measures of assistance provided to the Participating Unit Member and shall describe the results of the assistance in the area or areas recommended for improvement. A copy of the report shall be provided to the Participating Unit Member and to the Principal (evaluator) at the time of submission to the Joint Panel.

6. Pursuant to Education Code section 44662(d), results of a Participating Unit Member's participation in the PAR program shall be available for consideration as part of the Principal's (evaluator's) evaluation and assessment of unit member performance.

7. With regard to a unit member who has been accepted as a Voluntary Participant, the Assistance Plan set forth in Paragraph 4 of this Section shall focus on the area or areas identified by the unit member. Unless requested by the Voluntary Participant, the Consulting Teacher shall neither submit peer review reports nor a final report of participation to the Joint Panel.

8. A Consulting Unit Member who is assigned to assist a Participating Unit Member shall be compensated at his or her per diem rate for PAR activities and functions that were performed outside of the Consulting Unit Member's regular workday.

Participating Unit Members

C. A Participating Unit Member is a permanent classroom Unit Member who has been referred to the PAR program as a result of an unsatisfactory rating of the unit member's performance in the area of teaching methods or instruction. Referral to, and participation in, the PAR program is mandatory.

1. If there is a sufficient number of designated Consulting Unit Members, a Participating Unit Member may inform the Joint Panel of any preference prior to the Panel's assignment of a Consulting Unit Member.
2. The Participating Unit Member may request a change in an assigned Consulting Unit Member. Depending on the availability of another appropriate Consulting Unit Member, one request for a change shall be granted.
3. A Participating Unit Member may respond to a Consulting Unit Member's final report either by an appearance before the Joint Panel or by a written submission or both. If a Participating Unit Member desires to file a written response and/or to request to appear before the Joint Panel, the response/request must be made in writing within five workdays of the date of the final report.

Miscellaneous Provisions

D. Confidentiality of the Process. Discussion related to an employee's participation in the PAR program shall be kept in strict confidence by Joint Panel members, Consulting Unit Members and the Principal (or designated evaluator) of a Participating Unit Member.

E. Records. Documents and writings relating to a unit member's participation in the PAR program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code section 6250, et seq.). Except for a Consulting Unit Member's final report regarding an unit member's participation in the PAR program pursuant to Education Code section 44500(b)(7), the Joint Panel's recommendation to the Board of Trustees regarding PAR program participants pursuant to Education Code section 44502(a) and any management follow up evaluation and assessment of performance by the unit member's Principal or designated evaluator and all other documents relating to participation in the PAR program, shall be maintained in a separate file.

F. Liability. As provided by Education Code section 44503(d), a certificated bargaining unit member who performs functions pursuant to this Agreement as a Joint Panel member or as a Consulting Unit Member shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code. Pursuant to the terms of the District's liability insurance policy, the unit member shall be indemnified and held harmless against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from participation in the PAR program.

G. Certificated Staff Member ("Credential Teacher") Status. A certificated unit member means a fully credential unit member who is employed by the Cuyama Joint Unified School District license to teach in the State of California and who implements any PAR functions.

H. Continuing Discussion. The District and its certificated staff agree to continue discussions on the subject of providing PAR services to permanent unit members who volunteer.

I. Changes to PAR Agreement. The District and its certificated staff understand and agree that this Article shall be subject to change by the District if either Education Code section 44500, et seq., or the State's implementation guidelines or regulations are modified in any manner that adversely impacts a term of this Article.

J. Termination of the PAR Program. If State funding for the PAR program is eliminated and/or the PAR program expires, the PAR program and these guidelines shall automatically become null and void without the need for further action by the District. The District shall notify all certificated staff should this situation occur.

RATIFIED AND ACCEPTED

FOR THE BOARD OF TRUSTEES


ALFONSO GAMINO
Superintendent

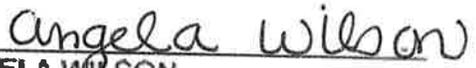

HEATHER LOMAX
President, Board of Trustees

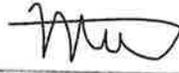

WHITNEY N. GOLLER
Clerk, Board of Trustees

Date: 12 / 15 / 2020

CUYAMA UNIFIED EDUCATORS


AMY GIORGIANNI
President


ANGELA WILSON
Negotiation Team Member


MICHAEL WILSON
Negotiation Team Member

Date 12-1-2020

APPENDIX A

**Cuyama Joint Unified School District
Certificated Salary Schedule**

2018-19

2.00% Cola

Effective 07/01/2018

Adopted 11/08/2020

STEP	BA+1 S	II BA+30	III BA+45	IV BA+60	V BA+75 or MA+45	VI 8A+90
	A	B	C	D	E	F
1	46,512	47,536	48,559	49,581	50,602	51,769
2	47,536	48,559	49,581	50,602	51,769	54,284
3	48,559	49,581	50,602	51,769	54,284	56,801
4	49,581	50,602	51,769	54,284	56,801	59,317
5	50,602	51,769	54,284	56,801	59,317	61,833
6	51,769	54,284	56,801	59,317	61,833	64,350
7	54,284	56,801	59,317	61,833	64,350	66,864
8		59,317	61,833	64,350	66,864	69,380
9			64,350	66,864	69,380	71,897
10				69,380	71,897	74,413

NON CREDENTIALLED

33,078

Step and Column movement shall be granted to each eligible certificated employee pursuant to this salary schedule.

184 days

Longevity Stipend schedule

Years	Stipend
15-19	\$1,700
20-24	\$3,400
25-29	\$5,100
30-34	\$6,799
35-39	\$8,500
40-44	\$10,199

APPENDIX B

CUYAMAJOINT UNIFIED SCHOOL DISTRICT

2018-2019 EXTRA DUTY SCHEDULE & STIPEND LIST

POsmoN	Step	% PAY
ASB/ACTIVITIES DIRECTOR (ES)		
ASB/ACTIVITIES DIRECTOR (HS)		
ATHLETIC DIRECTOR		
BASEBALL - VARSITY COACH		
BASEBALL - VARSITY ASST COACH		
BASEBALL - ASST COACH		
BASKETBALL, BOYS - JR VARSITY COACH		
BASKETBALL, BOYS - JV ASST COACH		
BASKETBALL, BOYS - VARSITY COACH		
BASKETBALL, BOYS - ASST COACH		
BASKETBALL, GDU s - JR VARSITY COACH		
BASKETBALL, GIRLS - JV ASST COACH		
BASKETBALL, GIRLS - VARSITY COACH		
BASKETBALL, GIRLS - VARSITY ASST COACH		
CHEERLEADER ADVISOR		
FOOTBALL - JR VARSITY COACH		
FOOTBALL - ASST COACH		
FOOTBALL - VARSITY COACH		
FOOTBALL - VARSITY ASST COACH		
FOOTBALL - ASST COACH		

FOOTBALL - ASST COACH
 FOOTBALL - VARSITY COACH
 FOOTBALL - ASST COACH
 VOLLEYBALL - JR VARSITY COACH

VOLLEYBALL - JR VARSITY ASST COACH
 VOLLEYBALL - VARSITY COACH
 VOLLEYBALL - VARSITY ASST COACH
 FUTURE FARMERS AMERICA ADV
 HIGH SCHOOL CLASS ADVISOR (9TH)
 HIGH SCHOOL CLASS ADVISOR (10TH)
 HIGH SCHOOL CLASS ADVISOR (11TH)

HIGH SCHOOL CLASS ADVISOR (12TH)
 EIGHTH GRADE FIELD TRIP
 SCIENCE FAIR COORDINATOR
 TEACHER-IN-CHARGE (ES)
 TEACHER-IN-CHARGE (HS)
 BILINGUAL AIDE

2018-2019

CUYAMA JOINT UNIFIED SCHOOL DISTRICT

EXTRA COMPENSATION SCHEDULE

EXTRA DUTY SCHEDULE ANNUAL AMOUNT

POSITION	A1	A2	B1	B2	C1	C2
VARSITY COACHING	2	1082	1082	1298	1298	1515
JUNIOR VARSITY	3	812	812	920	920	1028
ASSISTANT	4	541	541	622	622	704
ATHLETIC DIRECTOR	5	2521	2521	2521	2521	2521
CHEERLEADER ADVISOR	6	812	812	920	920	1028
TEACHER IN CHARGE	7	1051	1051	1156	1156	1271
HIGH SCHOOL CLASS ADVISOR	8	578	578	578	578	578
BILINGUAL PROGRAM ADVISOR	9	1051	1051	1156	1156	1271
FUTURE FARMERS AMERICA ADV	10	2521	2521	2521	2521	2521
SCIENCE FAIR COORDINATOR	11	271	271	297	297	324
EIGHTH GRADE TRIP	12	420	420	420	420	420
ASB ADVISOR - HS	14	1576	1576	1839	1839	2101
ASB ADVISOR - ES	15	578	578	578	578	578
SCIENCE CAMP COORDINATOR	16	420	420	420	420	420
BILINGUAL AID	17	578	578	578	578	578

STEP ADVANCEMENT OCCURS WITH EACH TWO(2) YEARS OF EXPERIENCE AT LEVEL IN SPORT OR ACTIVITY AND INCLUDING COMPLIANCE TO ADOPTED POSMO N REQUIREMENTS THE NUMBER OF POSITIONS TO BE FILLED FOR EACH ACTIVITY IS AT GOVERNING BOARD DISCRETION