

**AGREEMENT  
BY AND BETWEEN THE  
CORCORAN FACULTY ASSOCIATION  
CTA/NEA  
AND THE  
CORCORAN UNIFIED  
SCHOOL DISTRICT**

**July 1, 2020 – June 30, 2023**

**(Reopeners 2022-2023)**

**Revised March 16, 2023**

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## **ARTICLE I: AGREEMENT**

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Corcoran Unified School District ("District") and the Corcoran Faculty Association/ California Teachers Association/National Education Association ("Association"), an employee organization.
- 1.2 This agreement is entered into pursuant to Chapter 10.7 sections 3540-3549 of the Government Code ("Act").
- 1.3 This agreement shall remain in full force and effect from July 1, 2020, until June 30, 2023 with reopening of salary, benefits and two (2) reopeners each during the second and third year of the Agreement.

## **ARTICLE II: RECOGNITION**

- 2.1 The District recognizes the Association as the exclusive representative for all certificated employees of the District excluding the Superintendent, Director of Educational Services, Director of Categorical Programs, Director of Technology, Principals, Vice/Assistant Principals, Learning Directors, District Psychologists, School Psychologists, District Mental Health Counselors, Counselors, Health Services Coordinator.

## **ARTICLE III: DEFINITIONS**

- 3.1 "Teacher" means any certificated employee of the District who is included in the Bargaining Unit as defined in Article II above, and who is therefore covered by the terms and provisions of this Agreement.
- 3.2 "Day(s)" means any day, except those days during winter or spring vacation, on which the central administration office of the Corcoran Unified School District is open for business.
- 3.3 "Immediate Family" means mother, father, grandchild, grandmother, or grandfather, of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or spouse, domestic partner, or any relative living in the immediate household of the employee.

- 3.4 "Emergency" is an unforeseeable, unanticipated circumstance requiring immediate action. The Association shall be consulted whenever an emergency is declared.
- 3.5 "Work Day" is the amount of time as established in the Article entitled "Hours of Employment" during which members of the Bargaining Unit are required to be on duty at their assigned work site.
- 3.6 "Daily Rate of Pay" means the teacher's annual salary divided by the number of days the teacher is required by the individual employment agreement to be on duty.
- 3.7 "Sunshining" shall refer to the public notice provisions set forth in Section 3547 of the California Government Code.
- 3.8 "Evaluator" means any administrator(s) on the District's Board approved evaluator list.
- 3.9 A "complaint" is a claim by an employee regarding misapplication of Board of Education Policy, or any concern regarding an action or decision by an administrator(s) personally and adversely affecting the employee. A "complaint" shall be processed according to District complaint policies and shall not be subject to the grievance process.

#### **ARTICLE IV: NEGOTIATION PROCEDURES**

- 4.1 Not later than April 1st of the calendar year in which this Agreement expires or during the intermediate years, if appropriate, the completion of the sunshining process will have occurred and both parties shall be prepared to begin to meet and negotiate in an effort to reach any modifications this Agreement. Such Agreement(s) shall be reduced to writing and signed by the parties.
- 4.2 Either party may utilize the services of outside consultants to assist in the negotiating process.
- 4.3 The District and the Association may discharge their respective duties by means of authorized officers, individuals, representatives, or committees.
- 4.4 Negotiations shall take place at mutually agreeable times and places. Negotiating sessions shall occur within ten (10) calendar days of receipt of a written request by one party from the other or as may otherwise be mutually agreed upon.
- 4.5 The Association shall designate four (4) representatives who shall each receive a reasonable number of hours of release time without loss of compensation to attend

- negotiation proceedings.
- 4.6 The District shall, upon request, furnish the Association with copies of required county and state reports that relate to the scope of negotiations.
- 4.7 Not later than October 15th of each school year, the District shall furnish the Association with the numerical placement of personnel on the respective salary schedules as of October 15th.

#### **ARTICLE V: ASSOCIATION RIGHTS**

- 5.1 Representatives of the Association shall have the right to make use of school equipment, buildings, and facilities at all reasonable hours for Association business.
- 5.2 The Association shall have the right to use the District mail service, employee mail boxes and email to distribute information to unit members. Materials distributed shall be clearly identified as coming from the Association and mailed or deposited by the CFA president, site representative or their designee.
- 5.3 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 shall be provided in each school building in areas regularly frequented by teachers. The Association may use the District mail service and teachers' mail boxes for communications to teachers.
- 5.4 Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times as long as it doesn't interfere with educational processes.
- 5.5 The District shall grant up to a maximum of ten (10) days per school year of paid leave to designated representatives of the Association. Leaves taken under this provision by persons other than the Association President shall require the prior approval of the District Superintendent, and no more than four (4) days of such leave shall be provided during any single school month.
- 5.6 The Association shall be provided with a list of all Bargaining Unit members, their work locations, and available home addresses and phone numbers no later than September 30, of each school year.
- 5.7 The District will provide the Association with the agenda and minutes of all public sessions of the Board of Trustees. Agendas will be provided at least forty-eight (48)

hours before regular School Board meetings and twenty-four (24) hours before special School Board meetings

- 5.8 Upon request, reasonable time shall be made available for Association meetings during the first two (2) working days of each school year and during all other scheduled inservice days. Any meeting(s) scheduled during the first two (2) days of school shall be listed as a preservice activity on the District calendar.
- 5.9 The District shall provide a total of at least three (3) hours during pre-service activities for teachers to use at their discretion. The time will be provided in at least one (1) hour blocks and shall be listed as "Teacher Work time" on the pre-service activity calendar.

#### **ARTICLE VI: PAYROLL DEDUCTIONS**

- 6.1 Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit unions, dues, or any other plans or programs.

#### **ARTICLE VII: HOURS OF EMPLOYMENT**

- 7.1 Members of the Bargaining Unit who are not classroom teachers or resource teachers shall, except as may otherwise be provided within this Article, work as assigned by the principal or other immediate supervisor eight (8) hours a day, including a forty (40) minute duty-free lunch period during each of the work days established each school year in conformance with Article VIII: Work Year of this Agreement.
- 7.2 The workday for classroom teachers and nurses shall be governed by the following constraints:
- 7.2.1 Teachers/nurses shall be required to report for duty at 8:00 a.m., except as otherwise provided for in this Agreement.
- 7.2.2 Teachers/nurses shall be provided a forty (40) minute duty-free lunch period on regular scheduled days. Clarification – regular scheduled days do not include the following: minimum days, late start, and early release days.
- 7.2.3 Except as may be provided in 7.2.4 and 7.2.5 below, teachers/nurses shall be required to remain at their assigned work-sites until 3:15 p.m.
- 7.2.4 During the time period from the end of the student day until the time of their

departure from their work-sites, except as in 7.2.5 below, the responsibilities of teachers may include but shall not be limited to, supervision of campus and co-curricular activities, curriculum development, articulation meetings, evaluating student work, remedial-enrichment work with students, parent and student conferences, in-service training activities and meetings, conferences with administrators and other teachers regarding students, and other meetings and functions designated by the District.

7.2.5 Following the dismissal of students at the end of the school day the respective principals will make every effort to provide teachers in grades TK-5 with (20) twenty minute blocks of time four (4) times a week to perform at their discretion miscellaneous responsibilities related to their work.

7.2.5.1 Maintain current contract language (with the understanding that principals will be educated and enforce current language).

7.2.6 The principal or other immediate supervisor may assign classroom teachers to activities outside of the periods described in 7.2.1 and 7.2.3 above. Such activities may include, but shall not be limited to, Open House, Back-to-School Night, supervision of school activities, faculty meetings, school district advisory committee meetings or P. T. A. meetings.

7.2.8 Teachers in grades six (6) through twelve (12) shall be provided a preparation period, equal in duration to an established instructional period to perform miscellaneous responsibilities related to their work.

7.2.8.1 No Bargaining Unit member shall be required to use his/her preparation period to substitute for another Unit member.

7.2.8.2 Any Unit member in grades six (6) through eight (8) who, upon request of the District, volunteers to substitute for another teacher or volunteers to teach a class on a regular basis during his/her preparation period, shall be provided additional compensation at a rate equal to one-sixth (1/6) of his/her daily rate of pay.

7.2.8.3 Any teacher of grades nine (9) through twelve (12) who, upon request of the District, volunteers to substitute for another teacher or volunteers to teach a class on a regular basis during his/her preparation period, shall be provided additional compensation at a

rate equal to the factor 0.03 multiplied by the teacher's weekly rate of pay for a 45-minute preparation period, or the factor 0.0533 multiplied by the teacher's weekly rate of pay for an 80-minute preparation period.

7.2.8.4 Instead of monetary compensation, teachers that substitute for additional compensation as in 7.2.8.2 and 7.2.8.3 above shall have the option of accepting an equal amount of compensated release time which they can use when the total amount of release time is equivalent to a regular work day. Employees must submit a completed District request for leave form to his/her supervisor no later than 24 hours prior to using the requested compensatory release time. When selecting teachers to substitute, the District will not discriminate between those teachers who volunteer to substitute for monetary compensation or those that elect to receive compensated release time. The accumulation of compensatory time will be capped at three (3) days upon which the bargaining unit member will be paid the sum of the accumulation.

7.2.8.5 Elementary teachers will not be used as substitute teachers except in emergency situations. In these emergency situations, teachers will be compensated \$35.00 per day for adding no more than eight (8) students to a class.

7.2.9 Any Unit member who, upon request of the District, teaches a class before or after the regular instructional day, shall be provided additional compensation at rate equal to one-sixth ( $1/6$ ) of his/her regular daily rate of pay for each day during which he/she provides a standard period of such service.

7.2.10 Principals shall make a good faith effort not to assign more than three (3) different preparations to any Bargaining Unit member teaching in grades six (6) through twelve (12).

7.3 Any teacher who schedules a conference or other meeting on the school site after nightfall, shall do so in consultation with the principal. The District will provide supervision at the school site during such conference or meeting.

7.4 The principal or other immediate supervisor will assign duties in any school year so



that the amount assigned any employee in the school will not exceed forty (40) hours per week. Such duties shall not far exceed that amount assigned other employees in the school.

- 7.5 All part-time certificated employees shall work a proportionate share of the above applicable hours, prorated according to the number of periods of teaching or rendering of their services.
- 7.6 Any employee required to attend any after school activity or duty shall be entitled to a one (1) hour duty-free period of time between 3:15 p.m. and 8:00 p.m.
- 7.7 If the day prior to Thanksgiving is not a holiday, it shall be scheduled as a minimum student day and the employee work days shall be adjusted accordingly. If the day prior to Thanksgiving is a holiday, then the day prior to winter vacation shall be scheduled as minimum student day and the employee work day shall be adjusted accordingly. If the last school day prior to Thanksgiving is a Friday, this provision is not in effect.
- 7.8 The Principal at each site shall make provisions for physical relief breaks. No unit member shall be required to be on duty more than two and one-half (2 ½) hours without being provided a relief break. Except in unusual circumstances, the relief breaks shall be during the recess period (s). The Principal and site staff shall approve by two-thirds vote a plan for relief breaks which shall be reviewed each school year.

#### **ARTICLE VIII: WORK YEAR**

- 8.1 Not later than February 1 of each school year, the District will initiate meetings with the Association to mutually agree upon a calendar recommendation for the ensuing school year. That recommendation will be presented to the Board of Education not later than March 15. Once adopted, the calendar shall not be revised except for reasons of "Emergency", as defined in paragraph 3.4 of this Agreement.
- 8.2 Employees shall be required to perform service on behalf of the District for a maximum of one hundred eighty-four (184) days during each of the school years covered by this Agreement. If a member of the Bargaining Unit is required to work additional days, such employee shall be compensated at a daily rate in accordance with his/her placement on the salary schedule.
- 8.3 The work year shall be determined by a mutually bargained calendar to be jointly

presented to the Board no later than March 15th. The following shall not, unless otherwise mutually agreed to by the parties, be required workdays:

- a. Saturdays and Sundays
- b. State and Federal holidays as defined by the Education Code, Section 37220
- c. Local holidays designated by the District
- d. Two consecutive weeks around and including December 25 and January 1
- e. One week of Spring Recess during March or April

8.4 The last scheduled workday of the school year shall be considered as having been completed for an employee at such time as teacher checkout procedures, as prescribed by the immediate supervisor, have been completed.

#### **ARTICLE IX: CLASS SIZE**

##### **9.1 Elementary - (TK-5)**

The District will strive to maintain a maximum class size of thirty (30) in grades TK through Fifth, exclusive of special education classes.

9.1.1 When initial class lists are formed prior to a school year, the District shall establish a new class at any given elementary grade level in the District before the total enrollment in that grade reaches a number (N) to be established by the formula  $N = (Y \times 29) + 15$ , where "Y" is the number of classes at that grade level. This is contingent upon the availability of a teacher and a classroom.

9.1.2 After the start of the school year and before the beginning of the second semester, consideration shall be given to forming a new class at any particular grade level before the number of students at that grade level reaches "N" in the formula  $N = (Y \times 30) + 15$ . This consideration is contingent upon availability of a teacher and/or classroom or other good and sufficient reason based on the educational needs of the District.

9.1.3 When enrollment in any TK-5 classroom exceeds thirty (30), the District will make every effort to assure that an instructional aide is present in that classroom for at least three (3) hours per day.

##### **9.2 Secondary - (6-12)**

The District will strive to maintain a class size of not more than thirty (30), except in classes limited by staff and facilities, special education classes, and physical education

classes.

9.2.1 When enrollment in classes of grades six through twelve (6-12) exceeds thirty-two (32) in any one class period, the District will make every effort to provide that teacher with a Teacher's aide for approximately one-sixth (1/6) of the teacher's instructional time except in physical education classes or other traditionally large classes.

9.2.2 If necessary, because of large class sizes or other scheduling problems, the District will provide locker room supervisory aides.

#### **ARTICLE X: SAFETY CONDITIONS OF EMPLOYMENT**

10.1 The District shall maintain safe working conditions for all teachers covered by this Agreement.

10.2 Unit members shall notify their immediate supervisor in writing concerning an unsafe condition in the District directly affecting their physical welfare or the welfare of the students at their site. Their immediate supervisor shall investigate said reported unsafe condition and advise those Unit members in writing within ten (10) business days of the unit member's written notification of the unsafe condition.

10.2.1 Unit members may notify their immediate supervisor of an unsafe condition by filling out a District-created form to be made available in hard copy format at each site and on the District webpage.

10.2.2 A copy of the unsafe condition report from the unit member and the immediate supervisor's response shall be sent to the Association's appointed site representative of the Corcoran Unified School District Safety Committee within ten (10) business days from the date of response.

10.3 Any claims for damage to, or loss of, a Unit member's personal property may be submitted to the Superintendent for consideration by the Board of Education on an individual basis.

10.4 The CFA will appoint six (6) teachers to be members of Corcoran Unified School District Safety Committee to discuss issues for employees of the Corcoran Unified School District, including, but not limited to, safety conditions of employment and unsafe working conditions. The term of the appointment will be for one (1) school year. A teacher can be appointed for repeated terms.

## **ARTICLE XI: NON-DISCRIMINATION**

- 11.1 The District shall not unlawfully discriminate against any teacher on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, membership in an employee organization or participation in the activities of an employee organization.
- 11.2 Teacher application forms shall not refer to membership in or preference for employee organizations.
- 11.3 The District agrees to follow the Law and Board Policy when dealing with sexual harassment.

## **ARTICLE XII: LEAVES**

### **Definitions**

"Paid Leave of Absence" means that a teacher shall be entitled (a) to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, (b) to return to the same assignment which he/she enjoyed immediately preceding the commencement of the leave if the position is in existence or a substantially equivalent position, and (c) to receive credit for annual salary increments provided during his/her leave.

"Unpaid Leave of Absence" means that a teacher shall be entitled to return to the same assignment which he/she enjoyed immediately preceding the commencement of the leave if the position is in existence or a substantially equivalent position.

### **12.1 Sick Leave**

12.1.1 Every full-time certificated employee shall be entitled to ten (10) days "Leave of Absence for illness or injury with full pay for a regular year of service."

12.1.2 A teacher in the District who receives a contract for less than a full regular year's service shall be entitled to that proportion of ten (10) days sick leave as his/her actual contract for a year's service bears to the amount he/she would have received for a full regular school year of service.

12.1.3 A teacher in the District who receives an extended or Summer School contract of at least five (5) days shall be entitled to additional sick leave in an amount which, when compared to five (5) days, bears the same proportion as the employee's additional contract would bear to his/her regular contract.

12.1.4 Total sick leave earned in any one (1) year shall be calculated to the nearest

one-half (1/2) hour. The sick leave account of a teacher shall be charged for each one-half (1/2) hour during which the teacher is absent due to illness/injury.

12.1.5 Credit for sick leave need not be accrued prior to the taking of such leave by the employee, and such leave may be taken at any time during the school year.

12.1.6 Unused sick leave shall accrue from school year to school year.

12.1.7 Entire sick leave is transferable from other districts in the State.

12.1.8 The District may require a physician's verification of illness if a teacher has been on sick leave for five (5) or more consecutive days.

12.1.9 The District shall provide each teacher with a written statement of (a) his/her accrued sick leave total and (b) his/her sick leave entitlement for the school year. Such statement shall be provided no later than September 15th of each school year.

## 12.2 Maternity Leave

12.2.1 Any teacher who is pregnant shall be entitled to the use of sick leave for maternity purposes when there is a disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from.

12.2.2 Teachers experiencing a disability as described above shall have the option of either receiving or not receiving pay during the period of disability. Each day for which such pay is received shall be charged against the employee's accumulated sick leave.

12.2.3 The length of the maternity leave period, including the date on which it shall commence and the date on which it shall end, shall be determined by the employee's physician and the employee.

12.2.4 A teacher who is pregnant may continue in active employment throughout her pregnancy with physician's approval as long as she is able to properly perform her required functions.

## 12.3 Parental Leave

A parental leave of absence without pay shall be granted to a teacher for the purpose of childbearing and/or child rearing as follows:

12.3.1 A teacher who is pregnant shall be entitled upon request to a parental leave of absence which may begin at any time between the commencement of her

pregnancy and one (1) begin within two (2) years after the birth of his/her child, or within one (1) year after receiving defacto and/or de sure custody of any infant child (i.e., three (3) years of age or less), or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption.

- 12.3.2 A maximum one-year extension of a regular parental leave of absence may be considered provided that request for such extension is received by the Superintendent no later than forty-five (45) working days prior to the expiration of the original leave.
- 12.3.3 Salary schedule credit and years of service will not accrue to a teacher on such leave unless the employee works at least 120 days during the school year.
- 12.3.4 Any teacher who has been on parental leave for two (2) semesters or less and who notified the District of his/her desire to return to active employment, shall be assigned to the same position which he/she held at the time the leave commenced. An exception to this provision may occur if that position is no longer in existence, in which case the teacher shall be assigned to a position which is substantially equivalent to the one previously held.
- 12.3.5 If a teacher on parental leave notifies the District of his/her desire to return to active employment after he/she has been on such leave for more than two (2) semesters, said teacher shall be assigned to the first available vacant position for which he/she is qualified. In any case, the teacher shall be assigned to an appropriate regular teaching position at the beginning of the next school year after he/she returns from leave.
- 12.3.6 While on parental leave, a teacher shall have the option to remain an active participant in the fringe benefit programs of the District by contributing to the District the full amount of the premiums normally paid by the District for those who are actively employed.
- 12.3.7 No sick leave will be accumulated by an employee who is on a parental leave of absence.
- 12.3.8 In addition to any and all of the foregoing provisions, any teacher who is adopting a child shall be entitled to six (6) days of paid leave for the purpose of caring for the needs of the adopted child. The use of such leave shall be charged against the credited and/or accumulated sick leave in the employee's

sick leave account. Requests for such leave must be made in advance of the actual day of absence.

- 12.3.9 In addition to any and all of the foregoing provisions, a male teacher shall be entitled to a maximum of five (5) days of paid leave specifically for the purpose of allowing him to care for his child or the mother of his child at or immediately after the child's birth. The use of such leave shall be charged against the employee's sick leave account.

#### 12.4 Extended Illness Leave

- 12.4.1 If a teacher has utilized all of his/her current sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted for any day shall not exceed the sum which is actually paid a substitute. The substitute's pay will not exceed the teacher's daily rate of pay. The five (5) months or less period during which the above deductions occur shall not begin until all other paid sick leave provisions for which he/she is eligible have been exhausted.
- 12.4.2 Teachers on extended illness leave shall continue to be provided with the full range of regular employee fringe benefits as provided in this contract.
- 12.4.3 Time spent on extended illness leave shall be accepted by the District for purposes of allowing a teacher's advancement on the salary schedule and for the achievement of tenure. Persons utilizing these extended leave provisions for less than three (3) months may return to their regular positions within (2) two working days of notification to their immediate supervisor of their intent to return. Those utilizing the extended illness leave provisions for more than (3) three months may return to their regular positions within (5) five working days of notification.
- 12.4.4 Persons who return to active employment after having used the extended illness leave provisions of this contract shall be fully entitled to subsequent use of these provisions.
- 12.4.5 Catastrophic Illness or Injury – Donated Sick Leave
- 12.4.5.1 Employees may donate no more than (2) days of their sick leave to another certificated employee per school year. Sick leave days can be donated for the use by fellow employees who experience a

catastrophic illness or injury.

12.4.5.2 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee or the employee's spouse or legal domestic partner or child for an extended period of time, requiring the employee to take time off work due to his/her illness or injury or to care for the spouse or legal domestic partner or child, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her accrued sick leave and other paid time off.

12.4.5.3 All sick leave donations shall be in writing, dated, and bear the signature of the donor.

12.4.5.4 The employee shall attach to the request written verification of the catastrophic injury or illness. Verification shall be made to the District Office by means of a letter dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury, and the need for care by a family member if applicable.

12.4.5.5 Employees may use sick leave that is donated after they have used all of their personal sick leave. An employee may not receive or use more than one hundred (100) days of donated sick leave in a school year.

12.4.5.6 Sick leave so transferred shall be deducted and credited in whole days only. There shall be no adjustment for individual salary differences.

12.4.5.7 If eligible for differential-pay and/or STRS or private disability during the catastrophic leave, the employee shall receive only as much donated leave as is necessary to maintain his/her regular salary or wages. The employee shall use any leave credits that he/she continues to accrue on a monthly basis while on catastrophic sick leave before receiving paid leave pursuant to donations under this program.

12.4.5.8 All sick leave donations are irrevocable.



12.4.5.9 This article will be subject to reopening in further negotiations separate from and not including the decided number of re-openers.

12.5 Industrial Accident and Illness Leave.

12.5.1 A teacher shall be entitled to such leave for ninety (90) days as to the number of days of entitlement.

12.5.2 The total of the teacher's temporary disability indemnity and the portion of salary due him/her during his/her absence shall equal but not exceed his/her full salary.

12.5.3 A teacher shall be entitled to other applicable sections of this Article after use of Industrial Accident and Illness Leave.

12.5.4 An industrial accident or illness as used in this paragraph, means any injury or illness whose cause can be traced to the performance of services for the District as determined by the Industrial Accident or Illness Commission.

12.5.5 The District's report of an industrial accident or illness shall be kept on file in the Business Office.

12.5.6 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 teacher who is absent as the result of an industrial accident or illness.

12.6 Personal Necessity Leave

12.6.1 Each teacher may use six (6) days of his/her paid sick leave allotment during each school year in case of personal necessity.

12.6.2 "Personal Necessity" means any business which cannot be conducted before or after the school day without causing inconvenience to the employee.

12.6.3 A teacher shall be required to provide twenty-four (24) hours' advance notice to use Personal Necessity Leave except as defined below:

12.6.3.1 Death or serious illness of a member of his/her immediate family.

12.6.3.2 Accident, involving his/her person or property or the person or property of a member of his/her immediate family.

12.6.3.3 Emergency situations: Definition of emergency is as set forth in Article III, Paragraph 3.4.

12.6.4 Personal necessity and the utilization of compensatory release time will be

limited to three (3) teachers at any one time in a school or fifteen (15) throughout the District.

12.6.5 Personal necessity leave may not be used for recreational or social reasons.

12.6.6 Each teacher may use one (1) day of his/her paid sick leave allotment during each school year in addition to the six (6) listed in 12.6.1 above at his/her discretion. This "Discretionary Day" shall be subjected only to the restrictions in 12.6.2 and 12.6.3 above.

#### 12.7 Bereavement Leave

12.7.1 Every teacher shall be entitled to a Bereavement Leave with pay not to exceed five (5) days in-state and seven (7) days out-of-state travel on account of the death of any member of his/her immediate family. The leave shall not be deducted from sick leave.

12.7.2 The District shall require the use of Bereavement Leave before Personal Necessity Leave days are used for purposes allowed in this paragraph.

#### 12.8 Health Leave

12.8.1 The District shall grant a teacher, upon request, an unpaid leave for health reasons. Such leave shall be for a maximum of one (1) school year.

12.8.2 A statement by the teacher's physician to the effect that the teacher is in need of such leave shall be furnished at the District's request.

12.8.3 A teacher on health leave who desires to return to his/her normal teaching duties in the District prior to the expiration of the leave period may do so by providing the District with written notification to that effect no less than seven (7) work days in advance of the intended date of return.

12.8.4 Any teacher who is on a health leave of absence may maintain his/her coverage under the District's regular employee fringe benefit programs by contributing the premium costs of such programs to the District.

#### 12.9 Jury Leave

12.9.1 A teacher shall be entitled to as many days of paid leave as are necessary when he/she is required to serve on any jury. An employee must submit a proof of service in a timely manner verified on the day of service with the date and time stamped by the Jury Service Officer with communication to their immediate supervisor.

- 12.9.2 Days of absence because of jury duty shall not have an adverse effect on an employee relative to the attainment of tenure or advancement on the District's salary schedule.
- 12.9.3 Days of absence because of jury duty shall not be charged against the employee's sick leave.
- 12.9.4 Stipends received by employees as a result of jury duty shall be endorsed over to the District and no reduction in normal pay, fringe benefits, or other benefits shall be imposed on the employee in any form.

### **ARTICLE XIII: VOLUNTARY TRANSFERS**

- 13.1 Teachers may initiate their own transfer from one school to another or from one teaching assignment (i.e., grade level, subject matter, etc.) to another by submitting a written request for such transfer to the District Superintendent.
- 13.2 Requests for transfer shall be submitted on "Transfer Application" forms which shall be made available in the District Office and at each school site. Information to be set forth on the form will include, but not be limited to, the teaching assignment and location in which the applicant is interested.
- 13.3 Applications for transfer may be submitted at any time during the District's regular office hours.
- 13.4 A transfer application may be submitted in response to a particular opening that has been advertised in the District or simply for purposes of receiving consideration for vacancies as they occur. If the applicant indicates on his/her form that he/she wishes only to be considered for a particular opening, upon the teacher's request his/her application form will be destroyed once that opening is filled. Otherwise, the form will be kept on file for a period of one (1) year in the District Personnel Office for reference by principals when vacancies occur in the District.
- 13.5 The District shall post notices of all known certificated vacancies within reasonable time for any District employee to apply and be considered for such vacancies. Notices will be posted at each school site. Should these vacancies occur after the close of school, notice of vacancies shall be mailed to all interested employees who request notification.
- 13.6 Upon request, each applicant in the Unit shall be informed in writing as to the

- disposition of his/her application relative to the position under consideration.
- 13.7 Vacant positions in the District's certificated staff shall be offered to currently employed certificated staff members who desire and are qualified according to District standards for such positions prior to the employment of anyone from outside the District.
- 13.8 Transfers shall be based upon the educational needs of the District.
- 13.9 When two or more current employees apply for and are equally qualified according to District standards, for a position declared vacant by the District, the person with the longest unbroken period of employment in the District shall be appointed to fill the vacancy.

#### **ARTICLE XIV: INVOLUNTARY TRANSFERS**

- 14.1 The District shall have the authority to make involuntary transfers for good and sufficient reasons based on the educational needs of the District.
- 14.2 Such involuntary transfers shall be made in accordance with the following procedures:
- 14.2.1 Teachers shall not be pressured or arbitrarily assigned into another position.
- 14.2.2 No vacancy shall be filled by an involuntary transfer if there is a qualified volunteer available.
- 14.2.3 Teachers shall be given notification within five (5) working days in writing of any administrative proposed decision that they be transferred for the coming year.
- 14.2.4 A meeting between the teacher and his/her current immediate supervisor (principal) will be held before a new assignment is made, at which time the teacher will be notified as to the reasons for the transfer.
- 14.2.5 Except as may be permitted by the provisions of 14.1 above, no teacher shall be involuntarily transferred for purposes of filling an existing vacancy if there is another teacher with less District-wide seniority who is equally qualified to fill the vacancy.
- 14.2.6 Teachers who must be involuntarily transferred from their current positions because of declining enrollment, shall have the right to indicate their preference for placement from among any vacancies that exist at the time or that become existent during the summer vacation period. If the teacher

possesses the proper credential for a position and if no other displaced teacher with greater seniority has indicated his/her preference for that position, the teacher shall be given that assignment by the District.

14.2.7 Any involuntary transfer shall not result in the reduction of placement on the salary schedule or loss of seniority or any fringe benefits to a teacher.

## **ARTICLE XV: EVALUATION PROCEDURE:**

### **15.1 Purpose**

It is understood and agreed by the Bargaining Unit and District that one of the primary reasons for the evaluation procedures as hereinafter set forth is to provide a basis for assessing and improving job performance skills and techniques of the Bargaining Unit members. Another primary purpose is to guarantee to each pupil that he/she has the opportunity to receive the best quality of instruction and to participate in meaningful school activities.

### **15.2 General**

All members of the Bargaining Unit shall be evaluated utilizing the District Evaluation Form provided in this agreement as Appendix F. The evaluation of all members of the Bargaining Unit is a responsibility of the District.

15.2.1 Probationary Certificated Employee Evaluation - the service of each probationary certificated person will be evaluated not less than twice each school year by the District.

15.2.2 Permanent Certificated Employee Evaluation - the service of each permanent certificated person will be evaluated at least once every other school year by the District.

### **15.3 Procedural Tasks for Evaluations**

15.3.1 No formal observation visitations will be made until such time as the evaluatee has had an opportunity to become acquainted with the pupils of his/her class and to establish his/her program and procedures, usually not less than ten (10) school days.

15.3.1.1 Evaluatee may request formal observation visitation at any time.

15.3.1.2 Should a necessity arise, the evaluator shall advise the evaluatee of a formal observation during the first ten (10) school days. Said notice

shall be in writing and shall state the reason for the visitation.

15.3.2 No later than the end of the seventh school week of the year in which the evaluation is to take place, the evaluator and the certificated employee shall meet to review the required elements of the evaluation upon which the evaluation is to be based. A description of these elements shall be reduced to writing and placed on an appropriate form as provided by the District. The evaluatee has the right to place a notation on the form indicating any elements with which he/she cannot agree.

15.3.3 Classroom Observations - Each teacher will receive a minimum of two (2) classroom observations preceding the regularly scheduled evaluations.

15.3.3.1 Each observation shall be for a minimum time of ten (10) minutes, although visitation may be longer at the discretion of the evaluator.

15.3.3.2 Formal observation visitations may include both morning and after lunch periods.

15.3.4 The evaluator may make frequent informal observation visitations.

15.3.4.1 The evaluator shall maintain an on-going evaluation program welcoming frequent feedback from evaluatee on status of instructional program, maintenance of control, suitable learning environment, and pupil progress.

15.3.5 After each formal observation or tour, a conference will be held at the earliest possible time, usually within four (4) school days. A copy of the written report of the observation shall be given to the evaluatee.

15.3.6 Prior to December 15th, the evaluator will have met with each probationary evaluatee to review the semi-annual evaluation report.

15.3.6.1 The evaluation report shall be typed or written in ink.

15.3.6.2 A copy of the evaluation report shall be given to the evaluatee for study with the evaluatee being required to return it to the evaluator within forty-eight (48) hours, not counting weekends or holidays, at which time both evaluator and evaluatee shall date and sign all pages of the report and any addenda, including any and all copies of the report. The signature of the evaluatee shall not necessarily indicate agreement.

- 15.3.6.3 The evaluatee may respond to the evaluation report with any comment he/she wishes in rebuttal to any specific items on the evaluation report. Said comment shall confine itself to demonstrable fact specifically related to the item or items in question. The comments of the evaluatee shall not include personally derogatory references to the evaluator or anyone else.
- 15.3.6.4 The evaluator may respond with his/her rebuttal comments to any rebuttal comments of the evaluatee. Any such rebuttal by evaluator shall be subject to the same requirements required of the evaluatee and outlined in item (3) above.
- 15.3.6.5 Any responses shall be permanently filed with the evaluation report. All responses shall be dated and signed by all parties concerned.
- 15.3.6.6 The original of the completed evaluation report, including any and all responses, will be placed on file in the District Office. The evaluatee will be given one (1) copy and the evaluator will retain one (1) copy for his/her files. Rebuttal comments by evaluatee or evaluator may be attached to either evaluation report prior to the last sixty (60) days of the school year.
- 15.3.6.7 The evaluation report shall identify areas of strength, areas where improvement is needed, and previous actions taken to assist the evaluatee to improve in areas needing improvement. Additional suggestions for improvement, if needed, shall be included along with specific time sequence for accomplishment of desired level of performance.
- 15.3.6.8 No later than forty-eight (48) hours, not counting weekends or holidays, after receiving the evaluation report, the evaluatee may, at his/her option, request, in writing with copy to District Office (original remains with evaluator), a third-party evaluation be made prior to filing of this evaluation report in the evaluatee's personnel file.
- 15.3.6.8.1 The evaluatee shall select a certificated person with experience and training at his/her level of instruction.

- 15.3.6.8.2 The requested evaluator upon completing his/her evaluation visitation shall meet with the evaluatee and the primary evaluator to discuss his/her findings and recommendations.
- 15.3.6.8.3 Copies of the evaluation reports from both the primary evaluator and the requested evaluator shall be submitted to the District Office in accordance with District requirements and shall be signed by all three (3) parties involved, dated, and copies provided each of the parties.
- 15.3.6.8.4 The final decision of the formal evaluation report shall be made by the primary evaluator.
- 15.3.7 No later than the end of the first full week of March, the evaluator will have met with probationary evaluatees to complete the annual Evaluation Report.
  - 15.3.7.1 The report shall be completed in accordance with the provisions and procedures outlined in Section 15.3.7.
  - 15.3.7.2 In addition, the evaluation report shall state the evaluators' recommendation on reemployment or non-reemployment for the ensuing school year.
  - 15.3.7.3 In the event the recommendation is for non-reemployment, the evaluatee shall be provided with a statement as to reasons for said recommendation. Said statement shall be attached to the evaluation report, signed and dated as required.
  - 15.3.7.4 Evaluator shall specify actions to assist evaluatee in the improvement of performance, citing dates of conferences and decisions reached, and time sequence required for improvement.
- 15.3.8 No later than 30 days prior to the last day of instruction, the evaluator will have met with the evaluatee to complete the annual evaluation report for all permanent certificated personnel supervised by the evaluator. The evaluation report shall be completed in accordance with the provisions and procedures outlined in Section 15.3.7.
  - 15.3.8.1 In classes that are tested, no evaluative observations shall be conducted during State Testing.



- 15.3.9 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Such material is not to include ratings, reports, or records which (1) were identifiable examination committee members, or (2) were obtained in connection with a promotional examination. Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the employing District. Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the employee is given notice and opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
- 15.3.10 Teachers shall be advised, in a timely fashion, of any negative allegation which may be used as support for an adverse action.
- 15.3.11 The teacher shall have the right to petition the Superintendent for the removal and destruction of negative or derogatory materials from his/her file after three (3) years. In the event material in the file is demonstrated to be erroneous, inaccurate or discriminatory, such material shall be immediately removed from the personnel file and destroyed.
- 15.3.12 The District shall maintain the official personnel files at the District Central Office. Any evaluation records kept by the employee's immediate supervisor shall be available for review upon written request by the teacher.
- 15.3.13 At the employee's request, evaluation records may be sealed after five (5) years and, after notifying the employee, may be opened only at the direction of the Superintendent or the Board of Trustees.

## **ARTICLE XVI: GRIEVANCE PROCEDURES**

### **16.1 Definitions**

- 16.1.1 A "grievance" is a claim by one or more teachers that there has been a

violation, misinterpretation, or misapplication of a provision of this Agreement which adversely affects the grievant.

16.1.2 A "grievant" may be any certificated non-management employee of the District covered by the terms of this Agreement.

16.1.3 "Days" is herein defined as any day, except those days during winter or spring vacation, on which the central administration office of the Corcoran Unified School District is open for business.

## 16.2 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise resulting from a violation, misinterpretation or misapplication of a provision of this Agreement.

## 16.3 Informal Level

16.3.1 Before filing a formal grievance(s), the grievant(s) must have an informal conference with his/her/their immediate supervisor unless both the grievant and supervisor (or designee) agree not to.

16.3.2 A grievance conference shall be requested within twenty (20) days after the grievant(s) becomes aware of the occurrence which gave rise to the grievance.

## 16.4 Formal Level

### Level I:

16.4.1 If the grievance(s) is/are not resolved to the satisfaction of the grievant(s) at the informal level, the grievant(s) shall present his/her/their grievance in writing to his/her/their immediate supervisor and building principal, if they are not one and the same, within five (5) days after the informal conference.

16.4.2 This statement shall be a clear, concise statement of the grievance(s), the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

16.4.3 The supervisor shall communicate his/her/their decision to the employee(s) in writing within seven (7) days after receiving the grievance(s). If the supervisor does not respond within the time limits, the grievant(s) may appeal to the next level.

16.4.4 Within the above limits, either party may request a personal conference.

Level II:

- 16.4.5 If the grievant is not satisfied with the decision at Level 1, he/she/they may within five (5) days appeal the decision in writing to the Superintendent or designee.
- 16.4.6 This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear, concise statement of reasons for the appeal.
- 16.4.7 The Superintendent shall communicate his/her decision to the grievant within ten (10) days. If the Superintendent does not respond within the time limits provided, the grievant (s) may appeal to the next level.
- 16.4.8 Either the grievant(s) or the Superintendent may request a conference at a mutually agreed upon time.

Level III:

- 16.4.9 If the Association is not satisfied with decision of the Level II grievance, or if no disposition has occurred pursuant to the provision of 16.4.7, the grievance will be referred to the grievance mediation level.
- 16.4.10 The Association shall make a request that a mediator from the California State Mediation Service be assigned to assist the parties in the resolution of the grievance.
- 16.4.11 The mediator, within ten (10) days of the request, shall schedule a meeting with the grievant, the Association, and the District, for the purpose of resolving the grievance.
- 16.4.12 If an agreement is reached, the agreement shall be reduced to writing and signed by the grievant, the Association, and the District. This agreement shall be non-precedent-setting and shall constitute a settlement of the grievance.
- 16.4.13 In the event the grievant, the Association, and the District cannot resolve the grievance with the assistance of the mediator, the Association may terminate the mediation level and proceed to Level IV of the grievance procedure, 16.4.10.

Level IV:

- 16.4.14 If the grievant(s) is/are not satisfied with the disposition of the grievance at Level III, the grievant(s) may submit a request to the Association's Grievance Chairperson, requesting that the Association submit the grievance to

arbitration. If the Association's Grievance Committee approves the request, the Association will submit the grievance to arbitration by giving written notice to the Superintendent's office within fifteen (15) days after the date the request is made of the Association by the grievant(s). The date the request is made of the Association by the grievant(s) shall be the date the request in writing is mailed or personally delivered to the Association's Grievance Chairperson.

- 16.4.15 Within seven (7) days after such written notice of submission to arbitration, the Superintendent's office and the Association shall request jointly the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.
- 16.4.16 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.
- 16.4.17 Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. The arbitrator shall hear evidence and render a recommendation on the issue or issues submitted to him/her. 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.
- 16.4.18 The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.
- 16.4.19 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and recommendations and shall set forth the arbitrator's reasoning and conclusions on the issues submitted which shall be final.

## 16.5 Miscellaneous

- 16.5.1 No reprisals of any kind will be taken by the District or the Association

against any participant(s) in the grievance procedure.

- 16.5.2 A teacher may be self-represented or have a representative of the teacher's own choice at all formal levels of the grievance procedure.
- 16.5.3 When grievant(s) is/are required to appear before an agent of the employer, or the employer, the meeting shall be at a mutually agreed upon time, and the grievant(s) shall be given the reasons for the required appearance.
- 16.5.4 Nothing contained herein shall deprive any teacher of any legal rights which he/she may have.
- 16.5.5 Any expenses incurred shall be borne by the parties incurring them, except as provided for in Level III.
- 16.5.6 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 16.5.7 Neither the employer nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been carried through prior steps as required by the provisions of the procedure. The Superintendent or designee, and the Association agree to make available to both parties all pertinent information, not privileged under law or employer policies, in their possession or control and which is relevant to the issues raised by the grievance.
- 16.5.8 If the Association and the Superintendent, or the Superintendent's designee, agree in writing, the grievance may be brought directly to any higher level of the grievance procedure. Time limits may be shortened or extended by mutual agreement.
- 16.5.9 A grievance may be withdrawn at any level without establishing precedent.
- 16.5.10 A decision rendered at any level shall be considered final unless an appeal is registered within the limit specified. If a decision is not given to the aggrieved party within the time limit, an appeal may be taken to the next level.
- 16.5.11 In the absence of the Superintendent, a designee will act in his/her place.

## **ARTICLE XVII: EMPLOYEE BENEFITS**

### **17.1 Entitlement and Coverage**

17.1.1 The District shall provide a contribution of up to \$16,260.00 annually effective October 1, 2022 toward fringe benefits through the Self-Insured Schools of California (SISC) for all eligible Bargaining Unit members as follows:

17.1.1.1 Health insurance coverage for all employees and their dependents.

17.1.1.2 The option of two dental insurance coverage plans for all employees and their dependents. One option shall be described as the Delta Dental Plan of California, 70% - 80% - 90% - 100% Dental Care Program with an annual limit of \$1,000.00. The other option shall be described as D.P.O. with a \$3,000.00 annual limit.

17.1.1.3 Vision care insurance coverage for all employees and their dependents under a plan identified as the Vision Service Plan, Plan C.

### **17.2 Benefits for Early Retiree**

17.2.1 It shall be the policy of the Corcoran Unified School District to pay an amount equal to the District's monthly contribution at the time of retirement toward the premium for the District's insurance plans for all retirees and eligible dependents, such coverage to be available for all employees who are at or between fifty-five (55) and sixty (60) years of age at time of retirement. Persons who enter this program at the specified ages shall receive the indicated benefits until the end of the month they are eligible for Medicare, except as in 17.4 below. In order to be considered for participation in the early retirement plan, employees must meet the following qualifications:

17.2.2 Have completed fourteen (14) years' service as credited on the District's Basic Teachers' Salary Schedule. Time spent under leave of absence shall be counted as service time in meeting this qualification.

17.2.3 Be at or between the ages of fifty-five (55) and sixty (60) on the date of anticipated entrance into the program.

17.2.4 Any employee that meets the minimum qualifications in 17.2.2 and 17.2.3

will be provided a portion of the total premium equal to 50% of the monthly District contribution at the time of retirement.

17.2.5 For the application of 17.2 above, provision in the above Article 17.2 will not apply to any unit member whose initial employment will begin after the 2004-2005 fiscal year.

17.3 After twenty-five (25) years of service and with fourteen years (14) of service in the District, the District will pay the following percentages of the District monthly contribution at the time of retirement for the district's insurance plans for all retirees and eligible dependents, such coverage to be available for all employees who are at or between fifty-five (55) and sixty (60) years of age at the time of retirement. Persons who enter this program at the specified ages shall receive the indicated benefits until the end of the month they are eligible for Medicare.

Age	Percentage Paid
55	80%
56	75%
57	70%
58	65%
59	60%
60	55%

17.3.1 After twenty-eight (28) continuous years of service to the District, an Association member who is compelled to retire at fifty-four (54) years of age under a STRS authorized disability retirement will be included in the provisions of 17.3 for a retiree at age 55.

17.3.2 For the application of 17.3 above, provision in the above Article 17.3 will not apply to any unit member hired whose initial employment will begin after the 2004-2005 fiscal year.

17.4 Married couples that have enjoyed dual coverage of the same benefit packages when employed and who both qualify for early retirement benefits as in 17.2 through 17.3 shall have the option of receiving a single District full monthly contribution toward health benefits at the time of retirement.

17.4.1 It is the intent of 17.4 to provide a retired married couple, at their option, one full monthly contribution at the time of retirement toward health benefits. It

is understood that each individual, of the couple, is entitled to be covered as the primary insured or a dependent of the primary insured between the time of early retirement and the age the primary insured is no longer eligible for coverage as an individual as in 17.5 below. If the primary insured should die before his/her 65th birthday, the person covered as a dependent would have the option of enrolling as an individual under 17.2 through 17.3 above according to his/her age at the time of his/her retirement.

17.5 The entitlement to benefits as described above shall cease as of the first (1st) day of the month following the retiree's eligibility for Medicare except as in 17.4 above. Any retiree shall, however, be entitled to continue his/her coverage under the insurance programs described in 17.1 above, by paying to the District amounts equal to the regular group premium rate in advance. Such payment shall be made on a quarterly basis unless other arrangements are mutually agreed upon by the retiree and the District.

17.5.1 The CFA and the District agree to form, nurture and support a committee comprised of three (3) CFA members and three (3) administrators, the purpose of which will be to assist the parties in finding ways to control the cost of health and welfare benefits during these challenging economic times. All minutes and agendas will be reported out to all certificated staff.

17.6 Employees on Leaves of Absence

Employees on District-approved unpaid leaves of absence shall have the option of continuing to be covered by any or all of the insurance programs described above for the period of the leave provided that such employees shall, by the fifth (5th) day of each month, reimburse the District for all insurance premium payments made for purposes of maintaining such coverage.

17.7 Tax Sheltered Annuity Deductions

Employees may participate in the tax sheltered annuity of their choice with the District providing payroll deduction for this purpose.

17.8 Mandated Medical Examinations and Tests

All medical examinations, tests, and x-rays mandated by the District, including those undergone in relationship to a change of position within the District and/or for the purposes of credential renewal and obtaining tenure, shall be paid for by the District.



If the employee elects other than a District provided program, a maximum of \$50.00 shall be made available for this purpose.

17.9 Continuation of Coverage after Termination

17.9.1 A Unit member employed for a full school year and whose employment terminates at the end of a year shall be entitled to continued paid overage under the employee benefits listed in this Article until August 31st of that contract year.

17.9.2 Should a teacher's employment terminate during the school year, he/she shall be entitled to continued coverage under the benefits enumerated in this section for a period of time not to exceed six (6) months. Such teacher shall pay the premium for the continued coverage on a month-to-month basis subject to the reasonable regulation of the District.

17.10 Survivor Benefits

The surviving spouse of a deceased employee and any eligible dependents (as determined by the group policy) of such spouse may at his/her election, remain enrolled in the District health plan. In such case, the District shall contribute seventy-five (75) percent of the premium for not less than one (1) calendar year from time of death. This benefit is restricted only to spouses and dependents, if any, of employees who die in service.

17.11 Health Insurance Committee

No later than May 15<sup>th</sup> of each school year, the District and the Association shall meet and confer regarding any changes to Medical Benefits for the upcoming school year. A mutual agreement must be reached by the contractual end of the school year. No changes to the SISC plan will be made without authorization from both the District and the Association.

**ARTICLE XVIII: WAGES**

18.1 The salary schedule in effect during the 2021-2022 school year shall be increased by 9.0% for the 2022-2023 school year, effective July 1, 2022. In addition, an off-schedule payment of \$1000.00 shall be provided. Longevity payments will be placed on the salary schedule effective with the 2016-2017 school year.

Appendix B will be modified as follows: Longevity Steps effective with the

2016/2017 school year: L19 to L18, L24 to L21, L29 to L24 for Class III and Class IV of the salary schedule.

A total compensation package of 3.5% is available for the 2021-2022 school year divided by 3.0% on the salary schedule and 0.5% toward health and welfare benefits. If the state funded COLA is below 3.0%, the parties agree to renegotiate the compensation plan for the 2021-2022 school year.

- 18.2 Anniversary and Masters Degree bonuses shall be provided in conformance with provisions set forth in Appendix B to this Agreement.
- 18.3 Definitions bearing on the salary schedule as well as rules governing placement and advancement on the salary schedule shall be those set forth in Appendix C to this Agreement.
- 18.4 Coaching and extra pay schedules for members of the Bargaining Unit shall be those set forth in Appendix D to this Agreement.

#### **ARTICLE XIX: PAYMENT FOR EXTRA-CURRICULAR DUTIES**

- 19.1 "Extra-curricular duties" include, but are not limited to, those duties which are enumerated in Appendix D. Remuneration for services performed by teachers in the conduct of such activities shall be in accordance with the factor schedule set forth in Appendix D with such factor being applied to Class II of the teachers' salary schedule at the appropriate number of years of experience for the teacher.
- 19.2 Acceptance of extracurricular duties shall be on a voluntary basis.
- 19.3 A teacher 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 with the District providing liability insurance for personal injuries or deaths or damage to personal or real property arising during the course of such trip.
- 19.4 Payment of extracurricular activities will be split into two equal payments in November and May. If necessary, payment will be prorated for services rendered.
  - 19.4.1 Extra professional development stipends for teachers will be paid at the end of the month in which said activity takes place if documentation of the service is provided to the site principal by the tenth (10th) of that month.

## **ARTICLE XX: TEACHER TRAVEL**

- 20.1 Employees who are required by District management to travel on District business shall be provided with the use of District vehicles or receive a mileage reimbursement for the use of their personal vehicles.
- 20.2 Mileage reimbursement shall be provided at rates allowable under the rules of the United States Internal Revenue Service.
- 20.3 The District will provide expense reimbursement, on a necessary basis, for employees who are required by District management to attend conferences, conventions, and meetings.
- 20.4 Employees claiming reimbursement for mileage or other travel expenses shall provide receipts, as required, and shall certify to such expenses on forms provided by the District.
- 20.5 No travel reimbursement in any form shall be paid to any employee unless such travel was specifically required and authorized in advance by District management.

## **ARTICLE XXI: MISCELLANEOUS PROVISIONS**

- 21.1 Any individual contract between the District and a member of the Unit heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- 21.2 This Agreement shall supersede any rules, regulations, or practices of the District which are or may in the future be contrary to or inconsistent with the terms of the Agreement.
- 21.3 All teachers who participate in the production of tapes, publications, or other produced educational material outside of their regular working hours shall retain residual rights should they be copy written or sold by the District.
- 21.4 As soon as possible after ratification of the Agreement by both parties herein, the Kings/Tulare UniServ office shall have sufficient copies prepared and delivered to the Association for distribution to each teacher in the District. Additional copies will be provided to the District.
- 21.5 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

## **ARTICLE XXII: SCHOOL ACCOUNTABILITY REPORT CARD**

Staff members will be invited to be involved and provide input in the development of the School Accountability Report Card (SARC) during a public meeting.

## **ARTICLE XXIII: SAVINGS**

In the event that any provisions of this Agreement shall at any time be declared invalid by a Court of competent jurisdiction, such decision shall not invalidate any other provisions of this Agreement, and all remaining provisions shall remain in full force and effect. If a decision declaring any provision of this Agreement invalid is appealed and overturned, the provision shall immediately, if appropriate within the context of the appeals decision, become valid; however, it will nevertheless be considered invalid until such time it is declared valid by an appellant decision.

## **ARTICLE XXIV: STATUTORY CHANGES**

- 24.1 Improvements in teacher benefits which are specifically included in this Agreement and which are mandated by the amendment or addition of statutory guarantees now provided in California or Federal law shall be incorporated into this Agreement by compliance with the statute.
- 24.2 Reduction or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within forty-five (45) days of such amendment or repeal to negotiate any reinstatement of said reduction or elimination of such benefits.

**ARTICLE XXV: TERM**


- 25.1 The Articles and provisions herein constitute a bilateral and binding agreement by and between the Trustees of the Corcoran Unified School District Board and the Corcoran Faculty Association/California Teachers Association/National Education Association.
- 25.2 The term of this Agreement will run July 1, 2020 through June 30, 2023. Reopeners would be available only for 2022-2023 school year.
- 25.3 In the event either party desires to negotiate a successor to this Agreement, such party shall serve on the other its written request to do so as well as its full initial written proposal prior to March 1. Negotiations shall begin thereafter no later than April 1, and shall be carried on in accordance with the provisions contained in Article IV, Negotiation Procedures. Unless otherwise mutually agreed upon, such changes shall be effective on July 1<sup>st</sup> of the year in which they are proposed.

**SIGNATURES**

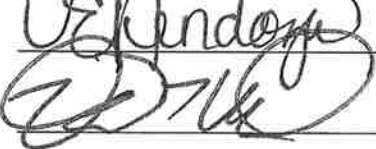
**BOARD OF TRUSTEES:**

  
\_\_\_\_\_  
President of the Board

  
\_\_\_\_\_

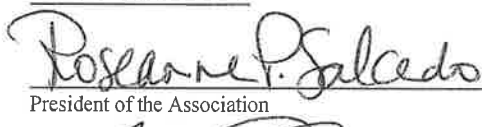
  
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\_\_\_\_\_

Dated: 1/30/23

**ASSOCIATION:**

  
\_\_\_\_\_  
President of the Association

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Dated: 1/30/23

**APPENDIX A****2022-2023 SALARY SCHEDULE****Corcoran Unified School District**

Certificated

2022-2023

Step	Class I BA + 30	Class II BA + 45	Class III BA + 60	Class IV BA + 75
1	58,781.09	61,132.37	63,577.72	66,120.74
2	61,132.37	63,577.72	66,120.74	68,765.58
3	63,577.72	66,120.74	68,765.58	71,516.20
4	66,120.75	68,765.58	71,516.20	74,377.00
5	68,765.58	71,516.20	74,377.00	77,351.96
6	71,516.20	74,377.00	77,351.96	80,446.05
7	74,377.00	77,351.96	80,446.05	83,664.00
8	77,351.96	80,446.05	83,664.00	87,010.45
9	80,446.05	83,664.00	87,010.45	90,490.94
10	83,664.00	87,010.45	90,490.94	94,110.61
11		90,490.94	94,110.61	97,875.00
12			97,875.00	101,789.89
13			101,789.89	105,861.53
14			-	110,096.04
L-18*			103,825.68	112,297.96
L-21*			106,940.46	115,666.90
L-24*			111,218.07	120,293.58

\*Years of Service for purpose of longevity steps means continuous certificated service in the Corcoran Unified School District

Minimum Salary:	64,660.14
(Shaded Area will be paid Minimum Salary)	

184 Duty Days

Year for Year Experience Granted

2% adjustment for Master's Degree

Employees who have not earned at least thirty (30) units beyond the Bachelor's degree, shall remain frozen at the minimum salary of the salary schedule until such time as they earned thirty (30) units above the BA

Employees who possess an Emergency Teaching; Emergency Specialist Permit; Provisional Internship Permit; or Short Term Staff Permit will be placed and will remain at the Minimum Salary until a full credential is received

This schedule includes a 9.0% increase

10/11/2022 Board Approved

7/1/2022 Effective

## **APPENDIX B**

### **BONUSES**

1. Masters Degree - Teachers possessing a Masters Degree (MA) shall be entitled to remuneration above and beyond that indicated in the Basic Teachers' Salary Schedule in an amount determined by applying a 2% adjustment to the figure shown for the teachers placement on the Basic Teachers' Salary Schedule as follows:
  - A. Class I - 2% adjustment for MA
  - B. Class II - 2% adjustment for MA
  - C. Class III - 2% adjustment for A B+ 60 with MA or MA with 15 additional units.
  - D. Class IV - 2% adjustment for A B+ 75 with MA or MA with 30 additional units.
2. Anniversary Bonuses - Teachers who have been credited with fourteen (14) years of service for purposes of determining placement on the District's Basic Teachers' Salary Schedule and who are on either Class III or Class IV of said schedule, shall, beginning with the eighteenth (18th) year of such credited service be provided with additional remuneration amounting to two (2) percent applied to the total salary to which they are otherwise entitled. An additional three (3) percent adjustment similarly applied, shall be provided beginning with the twenty-first (21st) year and an additional four (4) percent adjustment shall be granted to teachers at their twenty-fourth (24th) year of such credited service.
  - 2.1 Unit members who were employed before the 1990-91 school year shall keep all the years of service for which they were credited at that time and shall continue to be granted a year of credit for a year of service within the District.
  - 2.2 For the application of anniversary bonuses only, except for 2.1 above, Unit members shall be granted a year of credit for each year of service within the District. Credit to be applied toward anniversary bonuses will not be granted for service outside the District for Unit members employed after the 1989-90 school year.

**APPENDIX C**  
**SALARY CONTROLS**

I. Definitions

- A. "Step" refers to teaching experience per year. On fractions thereof, seventy-five percent (75%) of the contracted teaching days during any one (1) given year shall be considered as one (1) teaching year.
- B. "Classification" refers to professional advancement as determined by degrees and/or units obtained from accredited colleges and universities.
- C. "Training" refers to college or university training.
- D. "Experience" refers to the number of years of teaching which a teacher has completed or related professional experience.
- E. "Related Professional Experience" is to be defined by the Superintendent.

II. Rules Governing Placement on the Salary Schedule

- A. Placement on the salary schedule shall be based upon the training and experience of the employee.
- B. An employee shall be granted year-for-year credit for experience when the experience meets the definition of a year's experience as set forth in this appendix.
- C. Except as stated in II.D. below, any teacher hired before ratification of this Agreement who did not receive year-for-year credit for his/her teaching experience shall be placed on that step of the salary and anniversary schedule which corresponds to his/her actual years of experience.
- D. Any Bargaining Unit member who has not earned at least thirty (30) units beyond the Bachelor's degree, shall be subject to the following special placement provisions:
  - 1. If the Unit member was employed by the District prior to ratification of the 1984-87 Agreement, he/she shall remain frozen at his/her current step placement on Class I of the salary schedule until such time as he/she has earned thirty (30) units beyond the Bachelor's degree.
  - 2. If the Unit member is or was first employed by the District after ratification of the 1984-87 Agreement, he/she is entitled to such step



placement of Class I as is warranted by his/her experience prior to such employment under the rules herein set forth.

3. The Unit member shall remain frozen in the placement determined through 1 or 2 above until such time he/she earns the additional units for actual placement on Class I of the Basic Salary Schedule.
4. At such time as the Unit member earns the units necessary for actual placement under Class I or more of the salary schedule, he/she shall be given credit for all years of experience accrued for placement on the basic salary schedule, consistent with all other rules herein set forth.

E. Entitlement to anniversary bonuses shall be as presented in Appendix B.

### III. Rules Governing Advancement on the Salary Schedule

#### A. Step Advancement

Employees shall advance automatically one (1) step per year on the salary schedule for each year of satisfactory service. The Board of Education may freeze, at current step and class, the salary of a teacher for whom any stage of the dismissal process has been initiated, per Education Code Section 44932 and other sections related to dismissal. If dismissal proceedings are terminated by the District or if the employee is exonerated by the proceedings, the employee shall be entitled to retroactive step and class placement.

#### B. Class Advancement

1. In order to advance from one salary class to another, a transcript or grade card containing approved credits must be submitted to the office of the Superintendent no later than November 1st of each calendar year. Under extenuating circumstances, as defined by the Superintendent, an extension may be granted.
2. Transfer from one classification to another shall be made to the same step on the higher classification to which the teacher would have been eligible had he or she remained on the lower classification.
3. To be approved, credits must reasonably indicate they will improve professional performance. To assure approval before enrolling in the course, a course description should be submitted to the District for approval.

**APPENDIX D****COACHING AND EXTRA PAY SCHEDULE****CORCORAN UNIFIED SCHOOL DISTRICT  
COACHING AND EXTRA PAY SCHEDULE**

To be based on Class II of the Basic Teachers' Salary Schedule and years of service in specific activity.

<b>HIGH SCHOOL</b>		<b>SPORT OR ACTIVITY</b>	
<b>Sport</b>	<b>Position</b>	<b># of Positions</b>	<b>Payment %</b>
Football	Head Varsity	1	7.5%
	Assistant Varsity	2	6.0%
	Head JV	1	6.0%
	Assistant JV	2	5.5%
	Head Freshman*	1	6.0%
	Assistant Freshman*	1	5.5%
Baseball	Head Varsity	1	7.0%
	Head JV	1	5.5%
Softball	Head Varsity	1	7.0%
	Head JV	1	5.5%
Basketball	Head Varsity Boys	1	7.0%
	Head Varsity Girls	1	7.0%
	Head JV Boys	1	5.5%
	Head JV Girls	1	5.5%
	Head Freshman Boys	1	5.5%
	Head Freshman Girls	1	5.5%
Wrestling	Head Varsity	1	6.0%
	Head JV	1	5.5%
Cross Country	Head	1	6.0%
Track	Head	1	7.0%
Tennis	Head Boys	1	6.0%
	Head Girls	1	6.0%
Volleyball	Head Varsity	1	6.0%
	Head JV	1	5.0%
	Head Freshman	1	5.0%
Band Director	Director	1	7.5%
Yearbook Advisor	Advisor	1	6.0%
Pep Squad	Varsity	1	5.0%
	JV	1	5.0%
Drama	Coach	1	5.0%
Academic Decathlon	Advisor	1	4.0%
Golf	Head	1	6.0%
Swimming	Head	1	6.0%
	Assistant	1	5.5%
Soccer	Head Varsity Boys	1	6.0%
	Head Varsity Girls	1	6.0%

Soccer	Head JV Boys	1	5.5%
	Head JV Girls	1	5.5%
Water Polo	Head	1	6.0%
	Assistant	1	5.5%
Color Guard/Drum	Head	1	\$1,500 Flat
Athletic Director	High School Director	1	10%
Activities Director	High School Director	1	10%
Weight Training	Head	1	7.0%

\*If there is not a Freshman Football Team, the coaches will move up to Junior Varsity level contingent on the number of player participants.

\*\*Add two additional track coaches for 2013-2014, contingent on the number of athlete participants.

MIDDLE SCHOOL		SPORT OR ACTIVITY	
Sport	Position	# of Positions	Payment %
Cross Country	Head	1	4.0%
Flag Football	Head	1	4.0%
	Assistant	1	4.0%
Basketball	"A" Boys	1	4.0%
	"B" Boys	1	4.0%
	"A" Girls	1	4.0%
	"B" Girls	1	4.0%
Track	Head	1	4.0%
	Assistant	1	4.0%
Student Council	Advisor	1	4.0%
Yearbook	Advisor	1	4.0%
Band	Director	1	4.0%
Volleyball	"A" Girls	1	4.0%
	"B" Girls	1	4.0%
Softball	"A" Girls	1	4.0%
	"B" Girls	1	4.0%
Wrestling	Head	1	4.0%
	Assistant	1	4.0%
Baseball	"A" Boys	1	4.0%
	"B" Boys	1	4.0%
Soccer	Head Boys	1	4.0%
	Head Girls	1	4.0%
Tennis	Co Ed	1	4.0%
Intramurals and/or Drama	Advisor	2	4.0%
Cheer	Advisor	1	4.0%
Athletic Director	Director	1	5.0%

OTHER EXTRA PAY IN DISTRICT		ACTIVITY
		Payment Amount
Scicon		\$125/Night

#### OTHER EXTRA PAY IN DISTRICT

Teachers who possess a BCLAD credential, or who possess District approved in-training verification status for a BCLAD credential, and who are currently assigned to alternative (Bilingual) class will receive a \$1,000.00 stipend. Teachers shall receive \$125.00 per night to attend Scicon with their students.

#### HOURLY RATES

Teachers providing services to the District in the areas of Adult Education, Home Teaching, Driver's Education, Summer School instruction, and sports or other activities in grades 1-5 through mutual agreement shall receive hourly compensation at a rate of \$50.00 per hour, effective July 1, 2022.

#### DAILY RATE

The daily rate shall be increased to \$300.00, effective July 1, 2022.

#### SPECIAL EDUCATION CREDENTIAL

Teachers who possess a Special Education credential, or who possess District approved in-training verification status for a Special Education credential, and who are currently assigned to alternative Special Education class will receive a \$1,500 stipend for the 2020-2021 school year and a \$1,750 stipend per year effective with the 2021-2022 school year, and a \$2000.00 stipend for the 2022-2023 school year and beyond.

## APPENDIX E

### 2022-2023 SCHOOL CALENDAR

#### CORCORAN UNIFIED SCHOOL DISTRICT

School starts: August 10, 2022  
School ends: June 1, 2023

#### 2022-2023 School Calendar

Board Approved: 02/22/2022



School in Session



In Service Days\*



School Breaks



Holidays for All Employees



Equalization Day (Classified 260 day EE Only)

##### School Breaks:

November 21-25: Thanksgiving Break  
December 19-January 6: Winter Break  
April 3-April 10: Spring Break

##### Holidays:

July 4: Independence Day  
September 5: Labor Day  
November 11: Veterans Day  
November 24-25: Thanksgiving Holiday  
December 22-26: Christmas Holiday  
December 30-January 2: New Year's Holiday  
January 16: Martin Luther King Day  
February 13: Lincoln's Birthday  
February 20: President's Day  
April 7: Good Friday Holiday  
May 29: Memorial Day

##### Staff Development Days (Wednesdays)

Early out for students K-5;  
Late start for students 6-12

##### Minimum Days

December 16 and June 1  
(Out at 12:30 p.m.)

\*In-Service Dates-all employees work  
Exception: Yard Duty Supervisors

##### July 2022

(19)

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

##### August 2022

(23) 20 Cert/16 Students

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

##### September 2022

(21)

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

##### October 2022

(21)

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

##### November 2022

(19) 16 Cert/Students

S	M	T	W	T	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

##### December 2022

(18) 12 Cert/Students

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

##### January 2023

(20) 16 Cert/Students

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

##### February 2023

(18)

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

##### March 2023

(23)

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

##### April 2023

(19) 14 Cert/Students

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

##### May 2023

(22)

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

##### June 2023

(22) 1 Cert/Students

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

1st Semester = 86 Days; 2nd Semester = 94 Days

**APPENDIX F**  
**CERTIFICATED EVALUATION FORM**

CORCORAN UNIFIED SCHOOL DISTRICT  
CERTIFICATED EVALUATION FORM

☐ MID-YEAR

☐ FINAL

Employee \_\_\_\_\_ Evaluator \_\_\_\_\_

School Site \_\_\_\_\_ Grade and/or Subject \_\_\_\_\_

Seniority Date with District \_\_\_\_\_ Employment Status \_\_\_\_\_ Date Due \_\_\_\_\_

**Evaluation Code:**

- a. "Meets District Standards" should be interpreted to mean competent, satisfactory performance acceptable to the district.
- b. "Area of Growth" indicates a suggested growth area for the teacher to work on. If no improvement by next evaluation, this area could be considered unsatisfactory.
- c. "Unsatisfactory" indicates serious weakness in performance, below District Standards, unacceptable and must be improved before the next evaluation.
- d. A check in "Meets" column(s) must be accompanied by a supportive statement.
- e. A check in the "Area of Growth" or "Unsatisfactory" column requires an explanatory statement.

**I. ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING:**

<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	1.) Using knowledge of students to engage them in learning
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	2.) Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	3.) Connecting subject matter to meaningful, real-life contexts
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	4.) Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	5.) Promoting critical thinking through inquiry, problem solving, and reflection
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	6.) Monitoring student learning and adjusting instruction while teaching

**COMMENTS:**

**CORCORAN UNIFIED SCHOOL DISTRICT  
CERTIFICATED EVALUATION FORM**

**II. CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING:**

<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	1.) Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	2.) Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	3.) Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	4.) Creating a rigorous learning environment with high expectations and appropriate support for all students
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	5.) Developing, communicating, and maintaining high standards for individual and group behavior
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	6.) Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	7.) Using instructional time to optimize learning

**COMMENTS:**

**III. UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING:**

<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	1.) Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	2.) Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	3.) Organizing curriculum to facilitate student understanding of the subject matter
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	4.) Utilizing instructional strategies that are appropriate to the subject matter
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	5.) Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	6.) Addressing the needs of English learners and students with special needs to provide equitable access to the content

**COMMENTS:**

**CORCORAN UNIFIED SCHOOL DISTRICT  
CERTIFICATED EVALUATION FORM**

**IV. PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS:**

<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	1.) Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	2.) Establishing and articulating goals for student learning
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	3.) Developing and sequencing long-term and short-term instructional plans to support student learning
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	4.) Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	5.) Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

**COMMENTS:**

**V. ASSESSING STUDENT LEARNING:**

<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	1.) Applying knowledge of the purposes, characteristics, and uses of different types of assessments
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	2.) Collecting and analyzing assessment data from a variety of sources to inform instruction
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	3.) Reviewing data, both individually and with colleagues, to monitor student learning
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	4.) Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	5.) Involving all students in self-assessment, goal setting, and monitoring progress
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	6.) Using available technologies to assist in assessment, analysis, and communication of student learning
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	7.) Using assessment information to share timely and comprehensible feedback with students and their families

**COMMENTS:**



**CORCORAN UNIFIED SCHOOL DISTRICT  
CERTIFICATED EVALUATION FORM**

**VI. DEVELOPING AS A PROFESSIONAL EDUCATOR:**

<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	1.) Reflecting on teaching practice in support of student learning
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	2.) <b>Establishing professional goals and engaging in continuous and purposeful professional growth and development</b>
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	3.) <b>Collaborating with colleagues and the broader professional community to support teacher and student learning</b>
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	4.) Working with families to support student learning
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	5.) Engaging local communities in support of the instructional program
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	6.) <b>Managing professional responsibilities to maintain motivation and commitment to all students</b>
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	7.) Demonstrating professional responsibility, integrity, and ethical conduct

**COMMENTS:**

**VII. OTHER ELEMENTS TO BE CONSIDERED IN THE REGULAR EVALUATION ARE:**

<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	1.) Perform all duties in a competent and punctual manner.
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	2.) Adheres to district and school policies and procedures.
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	3.) Adheres to Collective Bargaining Agreement Provisions.
<input type="checkbox"/> Meets <input type="checkbox"/> Area of growth <input type="checkbox"/> Unsatisfactory	4.) Relationships with others – students, staff, administration, parents, community – are proactive and consistently cooperative and positive.

**COMMENTS:**

CORCORAN UNIFIED SCHOOL DISTRICT  
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VIII. STRENGTHS

\_\_\_\_\_

IX. "Areas of Growth" - EDUCATIONAL IMPROVEMENT PLAN AND TIME SEQUENCE

"Areas of Growth": Please set goals in these areas for next year (or by March Evaluation) and turn in to me by \_\_\_\_\_. Please format the goals as SMART goals (Specific, Measurable, Attainable, Results-oriented, and time bound).

X. "Unsatisfactory" - EDUCATIONAL IMPROVEMENT PLAN AND TIME SEQUENCE

"Unsatisfactory": Principal is required to write a diagnostic and prescription with specific recommendations and/or mandates for remedial action such as attending a workshop on classroom management, visiting colleagues' classrooms, or working with a literacy coach. Items mandated should be reviewed with the teacher on a monthly basis to check progress and stated here.

XI. OTHER COMMENTS

\_\_\_\_\_

XII. STATUS AND SIGNATURES:

☐ Tenured permanent Teacher

☐ Non-permanent Teacher

Non-permanent teacher recommendation required for final evaluation (March 15<sup>th</sup>):

☐ A contract for next year will be recommended

☐ Reemployment will not be recommended (non-permanent teachers)

Other \_\_\_\_\_

Evaluator Name \_\_\_\_\_

Date \_\_\_\_\_

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

CORCORAN UNIFIED SCHOOL DISTRICT  
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EMPLOYEE STATEMENT:

I acknowledge that I have seen this evaluation and have been provided with suggestions where improvement in performance is indicated.

I acknowledge that there are a total of \_\_\_\_\_ pages for this evaluation and I have initialed the bottom of each page.

I understand that my signature does not necessarily mean that I agree with this evaluation and that I may submit a statement in writing to accompany this form as per Article XV of the Collective Bargaining Agreement.

☐ I will submit a written statement to accompany this form.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
Date

Original Evaluation posted and placed in permanent Personnel File at District Office.

HR Specialist \_\_\_\_\_

Date \_\_\_\_\_

Please remember to include one of the following statements on the December Evaluation (Mid-Year) for Probationary teachers:

o ***If the educational improvement plan for areas indicated as "unsatisfactory" are not successfully completed and implemented by the final March evaluation, re-employment for next year will not be recommended...give reasons why unsatisfactory and how to fix.***

Or

o ***If you current performance continues, you are on track for being recommended for re-employment for next year.***

Certificated Evaluation – Mid Year/Final Rev. 8/10

Employee Initials \_\_\_\_\_