

**AGREEMENT BETWEEN**

**THE**

**EMERY UNIFIED SCHOOL DISTRICT**

**AND**

**EMERY TEACHERS ASSOCIATION**

**July 1, 2021 – June 30, 2024**

**Updated and Revised September 2021**

**Dr. Quiauna Scott, Superintendent**

Revised September 2021

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**ARTICLE I**  
**AGREEMENT**

- A. The articles and provisions contained herein constitute a binding agreement ("Agreement") by and between the Governing Board of the Emery Unified School District ("Board") and the Emery Teachers Association/CTA/NEA ("ETA" or "Association"), an employee organization.
- B. ETA has been formally recognized by the District as the exclusive representative for an appropriate unit of certificated employees. See Article II: Recognition.
- C. This Agreement is entered into pursuant to the provisions of Chapter 10.7, Sections 3450 - 3549, of the Government Code ("Act").

**ARTICLE II  
RECOGNITION**

- A. Definition
  - 1. A Classroom Teacher is the certificated teacher of record for one (1) or more students.
  
- B. The Board recognizes the Association as the exclusive bargaining agent for its certificated employees, for the purposes of meeting and negotiations.
  
- C. Representation shall include the following:
  - 1. All Classroom Teachers
  - 2. Education Specialists
  - 3. Math Specialist
  - 4. Reading Specialist
  - 5. Speech and Language Specialist
  - 6. Librarians
  - 7. Counselors
  - 8. Psychologists
  
- D. Representation shall exclude the following:
  - 1. Superintendent/designee(s)
  - 2. Principals
  - 3. All other management, supervisory and confidential employees as defined in the California Educational Employment Relations Act and/or the California Education Code.
  - 4. Substitute Teachers
  - 5. Summer School Teachers
  - 6. Home Teachers
  - 7. Adult School Teachers
  - 8. Consultants - Teachers

**ARTICLE III  
MANAGEMENT RIGHTS**

- A. All District rights and functions, including its power and authority to direct, manage, and control the operation of the District remains vested with the District except as modified by the terms and conditions of this Agreement.
  
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of California and the Constitution and laws of the United States.

**ARTICLE IV  
ASSOCIATION RIGHTS**

- A. Organizational representatives will have reasonable access to all school buildings during lunch or before and after school to discuss organizational business with employees, provided it does not interfere with the educational program. It shall be the responsibility of the organizational representatives to inform the building principal where the site visit is being made or, in his/her absence, the office secretary, when on-site visits are made. Organizational representatives who are District employees are subject to the same rules and regulations as other employees when leaving their work sites.
- B. The District shall provide the Association with one (1) complete Board agenda with publicly distributed items (except personnel matters) and minutes when they are regularly distributed to all other parties before regular Board meetings.
- C. The Association and its members shall have the right to make use of school facilities if there is no conflict with other school use and upon proper notification and prior approval.
- D. Subject to District review and limitations of law and District policy, the Association shall have the use of employee mailboxes, inter-district mail system, and District e-mail for purposes of distributing communications to their members. The Association shall also have the right to post notices of activities and matters of Association concern on bulletin boards, at least one (1) of which shall be provided by the District in each faculty lounge. All postings for bulletin boards on items for school mailboxes/mail must contain the date of posting or distribution and the identification of the organization.
- E. The Association will be notified by regular mail at the same time a unit member is notified when there is an anticipated reduction in the teaching staff.
- F. The District shall, upon request, make available names and addresses of unit members, providing such information has been approved for release by said employee. Requests of said information shall be met within a reasonable amount of time.
- G. The Association may designate local site representatives in matters pertaining to employer-unit member relations and shall inform the Superintendent/designee in writing, by October 1 of each calendar year, of the names of such representatives.



**ARTICLE V**  
**ORGANIZATIONAL SECURITY**

- A. The District shall deduct and transmit to the Association dues from the wages of all employees who have voluntarily signed and delivered to the Association an assignment authorizing deduction of membership dues. The Association shall notify the District in writing of all employees that have authorized deductions of membership dues. The District shall rely on the information provided by the Association in making dues deductions.
  
- B. Pursuant to such authorization, the District shall, beginning with the first salary warrant of the school year, deduct one-tenth (1/10) dues from each salary warrant for ten (10) months. Deductions for authorization submitted after issuance of the first warrant shall be appropriately prorated to complete payments by the following June. Dues are to be promptly submitted to the Association.
  
- C. Employee requests to cancel or change authorizations for payroll deductions of membership dues shall be directed to the Association. The Association shall be responsible for processing these requests and shall promptly notify the District of any such cancellations or changes. The District shall rely on information provided by the Association regarding whether deductions were properly canceled or changed.
  
- D. The Association agrees to indemnify and hold harmless the District and its Board, individually, and collectively, for any and all claims arising from its compliance with this Article and for any claims made by an employee for deductions made in reliance on information provided by the Association to the District. The Association shall defend and indemnify the District for any court or administrative action challenging the legality of this Article or the implementation thereof.

**ARTICLE VI**  
**HOURS OF EMPLOYMENT/ - WORK DAY**

A. Work Year/Calendar

1. The number of instructional work days (work year) shall be one hundred eighty (180) instructional work days.
2. The total number of unit member work days (total year) shall be one hundred eighty-five (185).
  - a. The total number of mandatory District Professional Development Days will be no more than three (3) days per school year. The total number of teacher work days will be no more than two (2) days per school year. These days will be reflected on the calendar.
3. The psychologist's work year shall be the same as the teacher work year with the option of working two (2) additional days during the school year at the per diem rate. The additional days shall be mutually agreed upon between the unit member and their supervisor. (Appendix H)
4. The Academic Counselors work year shall be the same as the teacher work year with the option of working up to five (5) additional days during the school year at the per diem rate for scheduling and updating transcripts. The additional days shall be mutually agreed upon between the unit member and their supervisor.
  - a. Any days worked beyond the five additional days shall be paid at the non student hourly rate.

B. Work Hours

1. The work day for a full-time unit member shall be six and one half (6-1/2) consecutive hours exclusive of a duty-free lunch that is not less than thirty (30) minutes.
  - a. The work day for full-time unit members teaching grades TK-8 will begin at 8:15 a.m. and end at 3:15 p.m., or fifteen (15) minutes preceding the student start time and thirty (30) minutes following student dismissal, with the expectation that student-related meetings (for example, IEP/504/SST, student conferences) will be held between 3:15 p.m. and 3:30 p.m. If there is no meeting scheduled between 3:15 p.m. and 3:30 p.m., this time is unassigned.
  - b. The work day for full-time unit members teaching grades 9-12 will begin at 8:25 a.m. and will end at 3:25 p.m., or the first passing

period and the final dismissal bell, with the expectation that student-related meetings (for example, IEP/504/SST, student conferences) will be held between 3:25 p.m. and 3:40 p.m. If there is no meeting scheduled, this time is unassigned.

- c. Yard duty schedules and assignments will be distributed by the site administrator and finalized prior to the first student day of each school year.
2. Unit members conducting parent/teacher conferences for TK-8 students will have up to five (5) student minimum days following trimester 1. In the month of March, up to two (2) minimum days will be used for parent/teacher conferences to address the needs of high priority students. These conferences will be held in lieu of staff meetings. (Appendix A)
3. Unit members teaching students in grades 9-12 will have up to five (5) student minimum days at the end of each semester for student testing.

#### C. Instructional Hours

If it is determined that the instructional minutes are insufficient to achieve the levels required by law, the parties will immediately meet on how the additional minutes will be implemented.

#### D. Meeting Schedules

Neither the District nor the site administrator shall schedule meetings that conflict with the regularly scheduled monthly meeting of the Emery Teachers Association/California Teachers Association/National Education Association. The meeting day(s) and time will be shared with the Superintendent prior to the start school year. This monthly Association meeting will be held during duty free time.

#### E. Flexible Staffing Hours

Within the defined work day, the flexible staffing hours may be arranged by agreement between the Association and the District.

#### F. Professional Duties

1. All unit members will perform professional duties that are related to:
  - a. Their assignment
  - b. Student supervision
  - c. Paid additional duties

2. All unit members shall perform the following professional duties: parent/student conferences, consultation with students and administrators, IEP/504/SST meetings, COST, faculty meetings, prescheduled professional development meetings, and curriculum meetings. Unit members shall be required to attend Back to School Night (TK-12), Open House (TK-8), Graduation (9-12), and any other similar event traditionally scheduled past the end of the contractual workday.
3. All unit members may participate in voluntary unpaid student extra-curricular activities (examples include but are not limited to sporting events, dances, concerts, club advisors) that are mutually agreed upon per school site.
4. Unit members may participate in voluntary paid school related activities (examples include tutoring, approved member-led Professional Development on District mandatory Professional Development Day) that will be as reasonably and equitably assigned as is practical. Opportunities will be posted at least two weeks prior to the start of the activity.
5. Except for attending Back to School Night, Open House, Graduation, or any other similar event traditionally scheduled past the end of the regular work day, no unit member will be required by an administrator to work past the end of their workday, as defined in Paragraph B above, without compensation at the instructional hourly rate.

G. Secondary Assignments

Middle School and High School single subject teachers shall not be assigned to teach more than three (3) subjects (for example English 9, English 10, English 11) per semester/trimester. Permanent teachers only may voluntarily teach up to four (4) subjects, only if there is mutual agreement for the calendar year between the unit member and the administrator.

H. Preparation Time

Preparation time, at all levels, is time set aside for activities that include, but are not limited to lesson planning, conferencing, collaborating and other professional duties.

1. All unit members serving students in grades TK-6 shall be entitled to at least three (3) unassigned preparation periods per week. Each preparation period shall generally be sixty (60) consecutive minutes in length. In no

case, shall a preparation period be less than fifty (50) consecutive minutes in length.

2. All librarians serving students in grades TK-8 shall be entitled to three (3) preparation periods per week equal to the length of a regular teacher period.
3. All unit members serving students in grades 7, 8, 9, 10, 11 and 12 shall be entitled to receive one unassigned preparation period per day that is equal to one class period. If the high school chooses not to have a block schedule, the District will negotiate prep periods with ETA (see Appendix M as an example).

A. Students in grades 7-12 will have access to the same elective (Art, Music, Computers) teachers. In order to meet the A-G requirements for Grades 9-12, full student schedules for Grades 9-11, and at least five (5) course schedules for Grade 12 per Education Code 46145, the high school will have priority in scheduling these teachers. In addition, these elective teachers will have their prep periods following the high school's bell schedule.

4. All full-time Education Specialists will have at least three-quarters (3/4) of a day per week specifically for caseload management, diagnostic report writing, and record-keeping. This day will be mutually determined between the unit member and the site administrator. After consultation between the Education Specialist, the site administrator, and the Director of Special Education, additional time may be given on a day or days mutually agreed to.
5. Any unit member who is assigned students or assigned to keep their own students during their preparation period shall be paid fifty dollars (\$50.00) per hour or prorated portion thereof for the missed preparation period. This only applies to the designated unassigned preparation periods.

#### I. Minimum Days

All teaching days which require night attendance, such as back-to-school night, open house, and graduation and also the last day of school, will be scheduled as

minimum days for students during the school year. Each site administrator will identify by September 15 of each year the days requiring night attendance. Any event happening in September of each school year will be calendared and distributed to unit members by the first teacher work day of each school year.

J. Access to Facilities

1. ETA members shall have access to the school facility where they are regularly assigned as follows:
  - a. Monday through Friday 7:00 a.m. to 9:00 p.m.
  - b. Saturdays and Sundays 8:00 a.m. to 9:00 p.m.

K. Instructional Space After Student Instructional Day

The District will notify ETA members at least two (2) weeks in advance of the date that an outside group or organization will utilize the teachers' work space.

L. Electronic Sign-In

1. The District will provide:
  - a. A working electronic sign-in kiosk at every school building to which a unit member is assigned; and
  - b. Each unit member with a functional electronic sign-in card.
2. When the electronic sign-in system indicates that a unit member is not signed-in to the system (not including members on leave), the District will contact the unit member. Absent unusual circumstances, the unit member shall, when asked, provide a response to the District no later than close of business of the day requested to verify his/her presence on campus. There will be no deduction of leave or salary based solely on electronic sign-in without further communication with the member.

**ARTICLE VII**  
**STUDENT - TEACHER RATIO**

A. The maximum class size for pupils per class is as follows, excepting P.E. and music.

K-3: 24.5  
4-8: 32  
9-12: 32

B. As of September 15, the District shall review class sizes, and, if any one class exceeds the class size maximums, shall attempt to lower the class size. The following shall be examples of methods to lower class size:

1. Transfer the students on inter-district transfer to the district of residence, if legally possible.
2. If enrollment in any one class is significantly above the class size maximums listed above, and the District determines that creation of an additional class is financially feasible, create another class.
3. As of September 15, if the class size maximum cannot be resolved, the District agrees to pay the teacher Three Hundred Dollars (\$300.00) per academic quarter per extra child.

C. If a teacher is assigned to a departmentalized program at ESS, the District will not exceed the class size maximum for more than one (1) period in a day.

1. The District and ETA Leadership will form an ESS Master Schedule Committee with parity in order to collaborate towards creating equitable class size, if the class size maximum is exceeded for any period in the day at ESS.

D. If the class size exceeded, the Association may request to meet with the District within five (5) work days to attempt to resolve the problem.

E. The District shall make every effort to provide coverage when a substitute cannot be provided. If no substitute is available for an elementary classroom, the District may divide the class amongst other self-contained classroom teachers. In such a case, the receiving teacher(s) will be compensated as follows.

1. Eighty Dollars (\$80) a full day, which can be pro-rated in two hour increments.

1. No teacher will be assigned more than five (5) students from the classroom lacking a substitute. To the extent practicable, students shall be divided equitably based on needs and management.

F. The District and ETA Leadership will form a Site-Based Committee to compose an Emergency Substitute Plan in order to least impact student learning.



**ARTICLE VIII  
EVALUATIONS**

A. Definitions

1. Evaluation is a continuing process through which employee performance can be measured by a uniform procedure and improved by specific recommendations and assistance.
2. Traditional Evaluation Cycle
  - a. Probationary teachers shall be evaluated at least once each year.
  - b. Permanent teachers shall be evaluated every other year, but may be evaluated yearly upon request of the teacher or if deemed necessary by the Site Administrator.
3. Alternative Evaluation Cycle
  - a. Permanent unit members who have been employed by the District for at least ten (10) years and whose most recent evaluation was rated as "Meets/Exceeds standards, may be evaluated on a 3, 4 or 5-year cycle ("alternative evaluation cycle") with mutual agreement between the unit member and the evaluator. A unit member's request to participate in the alternative evaluation cycle must be received prior to November 1, and the evaluator will approve or deny within ten (10) working days.
  - b. If the evaluator does not consent to the alternative evaluation cycle, the unit member may request a written explanation from the evaluator.
    - 1) The unit member or the evaluator may withdraw consent for continued participation in the alternative evaluation cycle by November 1 of each alternative evaluation year subsequent to the first year.
      - a) If the evaluator withdraws consent to continue the alternative evaluation cycle, the unit member may request a written explanation from the evaluator.
      - b) If consent is withdrawn, the employee shall immediately return to the traditional evaluation cycle.

- c) A unit member may appeal an evaluator's refusal to participate or withdraw from an alternative evaluation cycle to the Superintendent.

B. Declaration of Principles

1. Evaluators shall follow a uniform system of evaluation or assessment of performance of unit members and shall maintain accurate, impartial, written objective records.
2. Respect and trust between the evaluator and evaluatee are a foundation to an effective professional growth through evaluation.
3. On or before November 1, the Site Administrator shall hold a general informational staff meeting to notify those teachers who will be evaluated during the school year and to review evaluation policies and procedures.
4. A unit member will not be held accountable for any aspect of the educational program over which the member has no responsibility or control.
5. ETA members shall not provide evaluative information to an administrator as members do not play a role in evaluating other members.

C. Initial Conferences

1. Prior to the holding of the initial conference, the evaluatee shall select his/her CSTP standard (Appendix B-3) for evaluation along with any perceived constraints.
2. No later than December 15, the evaluator and evaluatee shall hold an initial conference to meet, discuss, and mutually agree on observable evidence for CSTP standards.
  - a. Each shall receive a signed worksheet copy of these agreed upon CSTP standards.
  - b. The initial conference deadline date shall be extended by twenty (20) calendar days due to the absence and/or unavailability of the evaluatee or evaluator. The deadline may be extended further by mutual written agreement of the parties.
3. If agreement cannot be reached between the evaluator and evaluatee on matters in the initial conference, the evaluatee and the evaluator shall confer with the Superintendent.

D. Classroom Observation

1. Initial observations shall be preceded by at least five (5) student instructional days' notice.
2. A post-observation conference shall be held within ten (10) school days after each observation to review and discuss the evaluator's Observation Report (Appendix B-1) with the teacher. A duplicate of the Observation Report will typically be given to the evaluatee by the end of the post-observation conference but in no event later than five (5) school days after the observation conference.
3. Observations and conferences shall be held as follows:
  - a. The teacher evaluation shall be predicated upon at least one (1) observation and post-observation conference.
  - b. An additional observation and post-observation conference must be held within twenty (20) working days from the previous post-observation conference (subject to section D.3.c below) if:
    - 1) the first rating is unsatisfactory; or
    - 2) either the teacher or administrator so requests within twenty (20) working days from the post observation conference.
  - c. Additional observations with post-observation conferences shall not exceed four (4) in totality.
  - d. Each observation shall last one (1) full period or one (1) full lesson.
  - e. At least one (1) observation and conference shall be held prior to January 30.

E. Final Evaluation Conference

1. The evaluation process should be completed by March 1 for probationary employees and May 15 for permanent employees. Any evaluatee having received a notice of cited deficiencies shall receive, at this time, a final evaluation noting whether or not those deficiencies area have been corrected.
2. A final evaluation conference will be held at which the evaluatee and the evaluator will sign the final Evaluation Report (Appendix B-2) and both will keep a copy. A third, signed copy shall be delivered to Human Resources. Signature shall indicate only that the evaluatee has had an

opportunity to review the evaluation. The final conference deadline shall be extended by twenty (20) calendar days due to the absence and/or unavailability of the evaluatee or evaluator. The deadline may be extended further by mutual written agreement of the parties.

3. The evaluatee may enter or attach his/her comments on the final Evaluation Report.

F. Assistance

1. An Evaluation Report has an overall unsatisfactory rating when two criteria/standards are marked "Unsatisfactory."
2. A unit member who has received an overall unsatisfactory evaluation rating shall receive the following from his/her evaluator:
  - a. Stated areas where improvement is needed and specific suggestions for improvement for the criteria/standards marked "Unsatisfactory."
  - b. Identified resources to assist improvement that can include release time, paid conferences, coaching, etc. that support the suggestions for improvement on the Evaluation Report.

G. Supervision of Non-Teachers (Aides, Volunteers, etc.)

No bargaining unit member will be adversely evaluated because of the actions of District personnel which are not within the control of the bargaining unit member.

**ARTICLE IX**  
**PERSONNEL FILES**

- A. A unit member shall have the right to review the contents of all records accumulated in his/her file after initial employment. Only upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file.
- B. If the unit member believes that material to be placed in his/her file is inappropriate or is in error, the unit member may receive adjustment through the Grievance Procedure except those areas expressly excluded by it. If cause is shown that material is inappropriate or in error, the material will be corrected or expunged from the file.
- C. If a unit member is asked to sign material to be placed in the file, it is understood that his/her signature indicates awareness of the material and not concurrence with it. A unit member shall be given release time to initial and to date the material. Any written responses shall be attached to the material.
- D. Materials of a derogatory nature which serve as a basis of adversely affecting the unit member's employment status shall not be entered into the unit member's file unless and until the unit member has had the opportunity to review such materials and add his/her comments thereto. Only authorized, certificated persons may enter material into the files.
- E. The Board of Trustees agrees to inform each certificated teacher of his/her TB examination.

## ARTICLE X TRANSFERS

### A. Definition

1. Transfer means any Board action which results in the movement of a unit member from (i) one site to another site and/or (ii) from an assignment which is substantially changed as to grade level or department. Substantially changed as to grade level means movement from one of the following grade configurations (K-1, 2-3, 4-5, 6-8 and 9-12) to another of the listed grade configurations.
2. Vacancy: Openings occurring in the bargaining unit by attrition, unanticipated openings due to events such as resignations, deaths, promotions, program additions. At the option of the Board, these openings may be filled or left open.

### B. Criteria for Transfers

The following criteria shall be used in consideration of all transfer requests, unit member-initiated or District-initiated:

1. The needs and efficient operation of the District.
2. The qualifications, including the recency of experience/training of the unit member compared to those of other candidates for both the position to be filled and the position to be vacated.
3. The District-wide seniority and quality of the service rendered to the District by the unit member as determined by his/her most recent evaluation.
4. The recommendation of the administrator to whom the unit member is currently responsible, and the administrator where the vacancy exists.

### C. Unit Member-Initiated Transfer Request

Any unit member covered by this Agreement shall have the opportunity to request a transfer.

1. General Provisions
  - a. The filing of a request for transfer is without prejudice to the unit member and shall not jeopardize his/her present assignment.
  - b. A request for transfer may be withdrawn by the unit member in writing at any time prior to official notification of transfer.

- c. The Superintendent/designee shall notify appropriate administrator(s) of unit member requests for transfer. If requested vacancies develop, administrative consideration shall be given to all unit members who submitted properly completed transfer requests for such vacancies.
- d. The Superintendent shall give the District applicants and the appropriate administrator(s) official notification of the disposition of the vacancy.
- e. If a bargaining unit member has been denied his/her request for a transfer or reassignment to vacant position and the position is filled, the bargaining unit member will, upon request, be notified in writing of the criterion on which he/she was denied.

2. Time Line

a. April 1:

A unit member who wishes a transfer or reassignment shall file a request prior to April 1. Requests shall be given priority administrative consideration. Requests shall be submitted to the Site Administrator and the Superintendent/designee.

b. May 15:

The principal shall communicate, in writing, all known openings in writing to site staff not later than May 15.

c. May 30:

Principals shall complete the internal reassignment of staff not later than May 30.

d. June 5:

Notice of all known bargaining unit vacancies shall be posted in the faculty lounges, and sent by District e-mail to unit members, not later than June 5.

e. Public Advertising

Public advertising of unit vacancies may commence five (5) working days after the earlier of either June 5 or the internal posting of vacancies.

#### D. Administrative-Initiated Transfers

1. If an involuntary transfer, for reasons other than decrease in student enrollment or change in funding is to occur, it shall be for just cause. By way of illustration and not limitation, just cause includes:
  - a. Placement of personnel returning from leaves.
  - b. Instructional program needs, (including "looping").
2. Written notice of and reasons for the impending transfer or reassignment shall be given to the bargaining unit fifteen (15) days in advance.
3. An involuntary transfer shall not result in the loss of compensation, seniority, or any health benefits.
4. Bargaining unit members to be involuntarily transferred shall have the right to indicate preferences from a list of vacancies within three (3) calendar days of receiving notice of impending transfer.
5. Assignments/schedules are tentative due to the possibility of significant enrollment or population changes, or unanticipated vacancies including reduction in the work force.
6. Tentative assignments/schedules shall be made known in writing to unit members by the end of the first week in June.
7. A teacher who is involuntarily transferred shall be:
  - a. provided with two (2) days of release time (to prepare for the position) if the transfer is effective between the first teacher work-day and the last teacher work-day of the school year. In addition, District personnel shall assist the unit member in the physical move if so requested.
  - b. exempt from the District's first two (2) days of required activities (i.e. staff development meetings, meeting day) if the transfer is effective between school years. In addition, District personnel shall assist the unit member in the physical move if so requested.
  - c. Any unit member who waives 7.a. or 7.b. above, and who completes the activities on his/her own time, will be paid the non-instructional hourly rate for up to thirteen (13) hours. The waiver shall be approved in advance and request for payment shall be submitted on a time card.



8. Except in conjunction with a certificated layoff, or a court or administrative proceeding, no teacher shall be involuntarily transferred for more than two (2) consecutive years.

E. Administrative Changes in Classroom

The provisions set forth in 7.a., 7.b. and 7.c. shall also apply if a teacher is required to change his/her assigned room.

**ARTICLE XI  
SAFETY AND HEALTH**

- A. A unit member shall report in writing to the Site Administrator any unsafe conditions. The Site Administrator shall take such action as he/she deems appropriate and forward a written statement of his/her action to the unit member within five (5) working days.
1. To facilitate safe conditions, all classrooms and offices for unit members at all facilities will lock from the exterior and interior.
- B. In the performance of his/her duty, a unit member may use reasonable restraint, pursuant to Education Code section 49001, for the protection of himself/herself, students in the teacher's charge, and/or the immediate class environment. In the event such action occurs, the unit member shall provide a report of the incident to the Site or District Administrator as soon as possible; a written report will be submitted no later than two (2) working days of the incident.
- C. If a unit member believes that a student who was suspended from class continues to present a serious danger to the teacher, or others, he/she may schedule a meeting with the Site and/or District Administrator to discuss whether further consequences are appropriate. This meeting will be held within three working days of the unit member's request.
- D. If a unit member plans to bring personal property to the school site to use for educational purposes, he/she shall obtain the written approval of the Site Administrator, at least three (3) days before bringing such property. Approval shall be obtained on the form that is Appendix C. Once approved, the unit member will check the property in with the school administrator or designee and again when removing the property, obtaining the initials of the administrator each time. If checked and approved property is damaged as a result of the unit member performing employment duties, the District shall pay for the repair/replacements up to a maximum of Two Hundred and Fifty Dollars (\$250.00). If the property is damaged, the District will compensate the unit member within three months of the submission of the damage claim unless the District can provide evidence that it was due to employee negligence.
- E. Every unit member shall have access to a locked storage space in his/her classroom or workspace. Such space is for the convenience of the unit member, but remains District property and the unit member shall have no expectation of privacy within the locked storage space beyond what is reasonable. Other than the unit member, only an administrator shall have access to the key for this locked space.

- F. Classrooms and work areas will be cleaned (swept) and trash emptied daily by custodial staff. Incidents involving bodily fluids will be cleaned/removed immediately.
- G. At the beginning of each school year, each classroom shall be provided with a first aid kit (as determined by the District). The kit should include disposable nitrile gloves. Replacements for classroom first aid kits (and/or to replenish kit contents) shall be available at each site.
- H. Annually, the District shall review and update the District-wide school safety plan. By October 15<sup>th</sup> of each year, the Site Administrator shall distribute and review the safety plan with unit members.
- I. The District shall provide a working intercom system and phone in each classroom. Unit members shall notify administration in writing of any phone not in operating condition. Administration shall have ten (10) working days to repair or replace the telephone. If repairs cannot take place within ten (10) days, administration shall temporarily provide the unit member with a two-way radio or District cell phone.
- J. Each school site shall implement a communication system that can be heard from all locations.
- K. The District will post notices at all school entrances that require visitors to the campus to sign in. Visitors may visit classrooms subsequent to these two steps: One (1) working day's notification to the unit member by Administration and an official "Visitor" pass from the office.
- L. Written claims may be submitted for reasonable reimbursement of clothing when damaged or destroyed in the course of employment.
  - 1. Reimbursement will be provided to the unit member within three (3) months of claim submission unless the District can provide evidence that it was due to employee negligence.
  - 2. The Board retains final authority over the amount, if any, of reimbursement.
- M. Written claims may be submitted to be reimbursed for damage to vehicles suffered in the course of employment
  - 1. Reimbursement is limited to the amount of the unit member's insurance deductible for the damage not to exceed Five Hundred Dollars (\$500.00). The employee must submit to the Board:
    - a. A copy of the insurance claim to the Insurance company (including a statement regarding the deductible).

- b. Written proof that the Insurance Company has paid or denied the claim.
  - c. The unit member bears the burden of proof and must immediately report any motor vehicle damage or injury to the police and the Superintendent.
2. Reimbursement will be provided to the unit member within three (3) months of claim submission.

**ARTICLE XII**  
**LIAISON COMMITTEE**

- A. The Liaison Committee shall be comprised of unit member representatives from each building or faculty unit. These representatives shall be known as the Liaison Committee.
- B. The District Liaison Committee shall be comprised of the Liaison Committee and the District's administrative consultants and Board members may also be included.
- C. The District Liaison Committee shall meet and discuss District-wide unit member concerns primarily in the area of: (1) definition of educational goals and objectives, (2) the determination of the content of courses, (3) the determination of curriculum, and (4) the selection of textbooks to the extent such matters are within the discretion of the District under law.
- D. The District Liaison Committee shall meet once monthly during the regular school year, excluding June.
- E. Procedures for submitting agenda items, conducting meetings, and disseminating minutes are to be mutually agreed upon by members of the District Liaison Committee at their first meeting.
- F. The District Liaison Committee meetings shall begin no later than thirty (30) minutes after the end of the instructional day.

**ARTICLE XIII  
LEAVES**

A. Sick Leave

1. An employee's absence from work due to illness or injury shall be designated as sick leave.
2. All bargaining unit members shall be entitled to ten (10) days of paid sick leave each year for illness or injury with full pay, which shall be prorated for those bargaining unit members working less than the full school year. Ten-month unit members serving during the summer months may use an accumulated sick leave in a manner similar to the regular school year.
3. Unit members may accumulate unused sick leave from year-to-year without limitation.
4. Unit members must contact their supervisor in advance of taking sick leave whenever possible in order that other arrangements may be made for the service needed.
5. Unit members who are ill for five (5) or more consecutive working days may be required to submit evidence from a physician or a recognized practitioner verifying the illness of the unit member. When there appears to be an established pattern of absence, and after meeting with the employee and their representative, the Superintendent may require medical verification for that absence of less than five (5) days' if the Superintendent should deem it necessary. This provision shall not be applied in an arbitrary or capricious manner.
6. If an employee is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from his/her final warrant.
7. A unit member may transfer accumulated sick leave according to the provision of the Education Code. The District shall provide each unit member a written statement of (1) his/her accrued sick leave total, and (2) his/her sick leave entitlement for the current school year. Such statement shall be provided no later than October of each year.

B. Extended Illness Leave

1. After a unit member has exhausted all earned or donated sick leave under the Catastrophic Leave Program set forth in paragraph C below, at full pay, and additional absence due to illness or injury is necessary, the teacher shall be entitled to receive the difference between his/her own salary and the amount paid a substitute or, if no substitute was employed, the amount that would have been paid to a substitute had he/she been employed, for the duration of the extended leave, but not to exceed five (5) school months (one hundred (100) school days), taken consecutively. Entitlement to such leave shall commence after all regular leaves (including sick leave and accumulated sick leave), or other available leave at full pay has been exhausted. If a unit member returns from extended illness leave and subsequently becomes ill, that individual may resume taking the balance of extended illness leave provided the illness is verified by a physician or a recognized practitioner as being the same or similar condition.
2. Notification of intent to use extended illness leave must be submitted to the Board of Education.
3. Upon return from extended leave, the unit member must secure a release from his/her physician or recognized practitioner.
4. All information required in B.1-B.3. above shall be submitted on the District form (see Appendix D).

C. Catastrophic Leave

1. A unit member, or the Association on behalf of a unit member who experiences a catastrophic illness or injury, or who has a family member who experiences an incapacitating illness or injury, that requires the member to take time off from work to care for that family member, that satisfies the requirements to receive extended illness leave (Article XIII B.1), may request in writing from the District, catastrophic leave in accordance with the Education Code, and the provisions herein.
2. Within seven (7) working days of submission of the request for catastrophic leave to the Superintendent or designee, and determination by the District that the unit member satisfies the requirements to receive Extended Illness Leave (Article XIII.B, above), the Superintendent/designee shall inform the Association of the Request. The Association and District shall in no more than 20 work days (a) establish a Catastrophic Leave Bank ("CLB") and (b) inform Association members they may elect to donate to the CLB.
3. Unit members may donate to the CLB only sick leave they have earned. There is no maximum amount of such sick leave that can be donated by

each unit member, provided the donating unit member must have at least fifteen (15) days of earned sick leave remaining after all donations to the CLB. Each bargaining unit member may not make more than two donations to the CLB, with no limit of earned sick leave for each donation, except as provided above in this section. A unit member may make more than two donations upon prior written approval of the Superintendent or designee.

4. Unit members donating to the CLB shall designate the name of the employee the donated leave shall be transferred to, and in the event no designation is made, the leave shall not be transferred until a designation is made.
  5. Donation to the bank shall be not less than full day increments. Donation to the catastrophic bank is voluntary and, once made, is irrevocable.
  6. A unit member may not receive more than ninety-two (92) days of donated sick leave (50%) of the work year.
  7. Catastrophic leave may not be used for an illness or disability that qualifies the unit member for Industrial Accident Leave or workers' compensation benefits. A unit member on catastrophic leave shall not earn or accrue any other District-paid leave while receiving catastrophic leave donations.
  8. The receipt of donated sick leave as provided herein, when combined with other District income, shall not provide the unit member with a greater daily District income/monthly fringe benefit contribution than what he/she was receiving immediately prior to receipt of catastrophic leave.
  9. Members who wish to donate leave to the CLB shall complete an electronic form (see Appendix K) specifying the beneficiary and the number of days to be donated. The form shall then be emailed to the Human Resources Department. Human Resources shall disperse donated leave in the order in which it is received. As donated days will be used in the order upon which the conation is received by the District, unused days will be returned to those members whose donated days were not required by the recipient at the end of the semester in which the recipient returns to work or terminates their employment, whichever is earlier.
- D. Leave for Pregnancy Disability, Baby Bonding (Parental Leave), Child Adoption and Foster Care
1. General Provisions



- a. "Pregnancy Disability Leave" as used in this paragraph D of this Article means leave for a physical or mental condition related to pregnancy, miscarriage, childbirth or recovery therefrom that prevents the employee from performing essential duties of her job.
- b. "Parental leave" as used in this paragraph D means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
- c. The leaves pursuant to this section will run concurrent with the Family Medical Leave Act (FMLA) as required by law.

2. Pregnancy Disability Leave

- a. An employee who must be absent from work due to disability caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, as verified by a statement of her physician, may utilize sick leave, including accumulated sick leave, as set forth in paragraph A of this Article and Extended Illness Leave as set forth in paragraph B of this Article.
- b. The length of the leave of absence, including the date on which the leave shall commence and the date on which the member shall resume duties, shall be determined by the employee's physician. Documentation from the employee's physician indicating the length of the leave of absence under this paragraph shall be submitted to the District at least 10 calendar days prior to the requested start date of the Pregnancy Disability leave, except in cases of an unforeseen disability, in which case the documentation shall be provided as far in advance as possible.
- c. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.
- d. All written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions applied to other temporary disabilities. Such leave shall not be used for child care or parental leave, and shall be limited to those disabilities as set forth above.

- e. Upon request, a unit member may be granted an unpaid leave of absence for pregnancy, childbirth, miscarriage and recovery there from.

3. Parental Leave

- a. Eligible unit members may choose to take up to twelve (12) workweeks of leave for reason of the birth of a child of the unit member, or the placement of a child with the unit member in connection with the adoption or foster care of the child by the unit member ("parental leave") consistent with the provisions of Education Code section 44977.5 and the California Family Rights Act ("CFRA"). Unit members desiring to use parental leave shall request the leave from the Superintendent and provide notice of the dates of the requested leave. Unit members taking parental leave have the option to utilize sick leave as set forth in paragraph A of this Article until all sick leave, including accumulated sick leave, is exhausted. Thereafter, the unit member may use Extended Illness Leave as provided in paragraph B of this Article for any of the remaining portion of the 12-workweek period. If the unit member has exhausted his or her Extended Illness Leave, the remaining portion of the 12-workweek period will be unpaid.
- b. Pursuant to California Education Code Section 44977.5, an eligible employee will only be provided one twelve-workweek period for parental leave in which differential leave may be used. If the school year ends before this twelve-workweek period is exhausted, the employee may take the balance of the twelve-weeks of differential pay in the subsequent school year if the employee chooses to continue his or her parental leave.
- c. A request for Parental Leave shall be submitted to the District at least 10 calendar days prior to the requested start date of the Parental Leave.

E. Industrial Accident Leave

- 1. Certificated employees who are absent from duty because of an illness or injury resulting from an industrial accident qualifying for workers' compensation, are granted Industrial Accident Leave under the following conditions.
  - a. Industrial Accident Leave applies from the first day of such absence from duty and including the last day of such absence from duty, not exceeding sixty (60) working days in any fiscal year for the same industrial accident.

- b. The amount of salary paid to such employee in any calendar month will be the salary he/she would have received had he/she not suffered the industrial accident or illness.
- c. If the employee is still absent from duty as a result of such industrial accident, he/she shall then be entitled to the rights and benefits provided by law and District policy for accrued sick leave, extended sick leave, and advanced sick leave, respectively.
- d. For any days of absence from duty as a result of the same industrial accident, whether the employee receives salary payments under Industrial Accident Leave, or other paid leave, the employee shall endorse to the District any wage loss benefit check from the Alameda County Co-operative Fund which would make his/her total compensation from both sources exceed one hundred percent (100%) of the amount he/she would have received as salary had he/she not suffered the industrial accident or illness.
- e. Days of absence under Industrial Accident Leave shall not be deducted from the employee's sick leave accumulation, but the amount of Industrial Accident Leave shall be reduced by one (1) day for each day of such authorized absence from duty, regardless of a compensation award.
- f. If an industrial accident absence beginning in one fiscal year extends into the next fiscal year, the employee shall be entitled in the new fiscal year for the same accident or illness only to the amount of unused Industrial Accident Leave remaining at the end of the fiscal year in which the industrial accident occurred.
- g. Allowable Industrial Accident Leave shall not be cumulative from year-to-year.
- h. An employee who is eligible for re-employment and has been medically released for return to his/her duties, but fails to accept an appropriate assignment, shall be terminated or placed on health leave of absence.
- i. When all available leaves of absence, paid or unpaid, has been exhausted and the employee is not medically able to assume the duties of his/her position, he/she may apply for STRS disability. If the employee's application is rejected by STRS, he/she may be terminated. The employee shall be eligible for re-employment upon submission of a physician's statement that he/she is able to assume his/her duties.

2. For the purposes of this policy, the term "duty" shall refer to all scheduled working days, including legal and Board-declared holidays, on which a certificated employee is authorized to receive salary payment.
3. The term "qualifying for workers' compensation" presupposes that an accident report has been filed according to established procedure and that the Alameda County Co-operative Fund considers the claim valid. In the event of rejection of the claim by the Alameda County Co-operative Fund, Industrial Accident Leave shall not apply.

F. Personal Necessity Leave

1. Any days of leave of absence allowed for sick leave may be used by the employee upon unit member's election in cases of personal emergency listed in paragraph 2 below.
2. A maximum of six (6) days of accumulated sick leave may be used in any school year for the following reasons qualifying for Personal Necessity Leave.
  - a. Death of a member of the immediate family and may be combined with Bereavement Leave).
  - b. Accident involving a bargaining unit member's person or property, or the person or property of a member of his/her immediate family of such an emergency nature that the immediate presence of the unit member is required during his/her work day.
  - c. Serious or critical illness of a member of the bargaining unit's immediate family, calling for the services of a physician, and of such emergency nature that the immediate presence of the unit member is required during his/her work day.
  - d. Appearance in court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
  - e. An act of God is an event that happens purely through the operation of nature, unmixed with any human agency or human negligence; e.g., snow storms, forest fires, extreme fog, earthquake, etc. The District will pay for the substitute and not charge the absence to sick leave, if the "Act of God" can be verified by newspaper, etc.

3. Prior approval, whenever possible, shall be secured by members of the bargaining unit electing to use accumulated sick leave for any of the purposes listed in paragraphs 2(d) and 2(e) above. Unit members shall submit a request, in writing (two (2) copies), to the District Office, stating the reasons for absence, with the dates of the absence to be covered. The request should be submitted before the leave is taken, if possible, but shall be submitted within forty-eight (48) hours upon returning. (One (1) copy of the approved leave form shall be returned to the unit member.) If a unit member is not able to secure prior approval, he/she may petition to the Board for an exception.
4. If any other circumstances cause the bargaining unit member to be absent, the unit member has the option to work the equivalent of an extra school day or lose a day's pay; the compensatory work to be equivalent to the regular working day and to be determined by the Liaison Committee with the approval of the Superintendent. This compensatory work is to be completed in the Fall or Spring semester in accordance with the absence.

G. Bereavement Leave

1. Each bargaining unit member shall be entitled to three (3) days of paid leave of absence or five (5) days if travel of more than two hundred (200) miles, one way, is involved, for reasons of the death of any member of his/her immediate family. This leave shall not be deducted from sick leave or any other leave granted by the Board.
2. The District shall require the use of Bereavement Leave before Personal Necessity Leave days are used for purposes allowed in this paragraph.
3. "Members of the immediate family" as used in this Article, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or registered domestic partner of the employee, the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the bargaining unit member or any relative living in the immediate household of the unit member.
4. Where unusual circumstances exist within a family, the Board may approve the inclusion of additional members to the definition of "immediate family."
5. Bereavement leave shall be granted to bargaining unit members for death of the extended nuclear family of the employee. Examples of nuclear family are:
  - a. Children not adopted but who are part of the household by a previous marriage.

- b. Relatives who may in fact be closer than the traditionally accepted relatives.
- c. People living in the same household.

H. Court Required Leave

- 1. Jury Duty. A bargaining unit member shall be entitled to as many days of paid leave as are necessary for jury duty. All monies received from jury duty will be awarded to the District, less expenses which include, but are not limited to, travel, parking, and meals.

I. Military Leave

- 1. An employee who enters active military service of the State of California, the United States of America, or who enters full-time paid service of the American Red Cross, shall be entitled to a leave of absence from the District in any period of national emergency. Such absences shall not affect in any way the classification of such employee.
- 2. An employee shall be entitled to any other Military Leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of Military Leave.
- 3. Within six (6) months after the employee's departure from such service, or when the employee has been placed on inactive duty, he/she shall be entitled to return to the position held at the time of entrance into such service, at the salary to which he/she would have been entitled had he/she not absented himself/herself from the service of the District.

J. Legislative Leave

A bargaining unit member who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for the length of his/her term or terms in office. An employee on such leave shall notify the Board of intent to return by March 1 of the year preceding the return.

K. Sabbatical Leave

- 1. Sabbatical Leave may be granted to a teacher upon the following conditions:
  - a. That the teacher has served at least seven (7) consecutive years in the District.

- b. That the leave shall be requested for advanced professional training or travel, subject to the approval of the Board of Trustees; that such leave shall be requested on or before April 1 of the academic year prior to the year during which the leave is contemplated. The foregoing must be in accordance with the Education Code, Section 44967.
- c. Sabbatical Leave shall be for one-half (1/2) year at one-half (1/2) pay.
- d. No more than one (1) person shall be on Sabbatical Leave at any time during the school year.

2. Objectives of Sabbatical Leave

- a. Sabbatical Leaves are approved under State law "for the purpose of permitting study or travel by said employee which will benefit the school and pupils of the district."
- b. Applicants shall submit a plan of study or travel to the Personnel Department for approval by the Superintendent.

3. Criteria for Granting Sabbatical Leave

- a. Applicant's seniority in the District.
- b. Total length of applicant's professional service.
- c. Specific purpose of the Leave.
- d. Value of the Leave to the District's programs of the future.

4. Sabbatical Leave Requirements

Sabbatical Leave must be preceded by at least seven (7) consecutive years of teaching service, all of which shall have been served as a regular full-time certificated employee of the District. Sabbatical Leaves within five (5) years of the compulsory retirement date shall not be considered.

5. Sabbatical Leave for Study

A bargaining unit member shall complete not less than eight (8) quarter units of work during a Sabbatical Leave. Correspondence courses will not satisfy this requirement. These courses must be approved by the

Superintendent. A special project may be submitted for the unit requirement. Sabbatical Leave credit for salary increments will be granted if Sabbatical Leave is approved. Transcripts or other evidence of the completion of the program shall be submitted to the Superintendent's office sixty (60) days after the teacher returns to duty. Failure to present evidence will result in a retroactive loss increment.

6. Sabbatical Leave for Travel

- a. The application shall include, in general terms, an itinerary of the proposed travel and a statement concerning the proposed objectives of the travel.
- b. Sixty (60) days after completion of the leave, the bargaining unit member shall submit a detailed itinerary and written report of not less than 2,000 words, stating reactions and benefits from the trip.

7. Sabbatical Leave: Application Forms

Application forms must be submitted to the building principal for recommendation; principals will forward applications to the Superintendent's office. Sabbatical Leaves will be granted for one (1) semester at one-half (1/2) pay and begin with the beginning of the semester, unless otherwise recommended by the Superintendent.

8. Sabbatical Leave: Compensation

- a. Applicants requesting Sabbatical Leave shall state on the application form whether or not they expect salary payment during the course of the Leave. This statement is not subject to change.
- b. Applicants who desire to receive salary payments during the Sabbatical Leave must furnish a bond or sign a written agreement to return or render at least one year's service to the District after termination of the leave. Bonds shall be filed in the Superintendent's office.
- c. Applicants who do not desire to receive salary allowance during the Sabbatical Leave may be paid in two (2) equal installments during the year after their return to duty following the leave of absence.
- d. No leave benefits will be earned for the period of the Sabbatical Leave.

9. Effect of Sabbatical Leave on Salary Increments and Retirement



A bargaining unit member who earns eight (8) quarter units or meets the requirements of the travel Sabbatical shall be credited with one-half (1/2) year of teaching service for salary increment purposes, providing transcripts or other evidence of completion of the contract are submitted.

10. Selection Committee

The Selection Committee shall be comprised of the principals, Association representatives from each building, and the Superintendent/designee. The Committee will submit and recommend applicants for approval of the Board of Trustees.

L. Professional Growth

1. It is agreed that monies shall be made available at each school site for teacher-requested conferences. These monies shall be referred to as the Professional Growth Account and the amount shall be determined by multiplying the number of bargaining unit members at that site by Two hundred dollars (\$200.00). The Professional Growth Account shall be restored to the full amount each contract year. There is no carry-over of unexpended amount in the Professional Growth Account from year-to-year.
2. When utilizing the Professional Growth funds, the cost of a member's substitute, if any, shall not be deducted from the, \$200.00, nor will a bargaining unit member require a substitute for more than three (3) school days per year, and no professional growth activity shall require an absence of more than three (3) days per year unless mutually agreed between the principal and the bargaining unit member.
3. Opportunity to attend Professional Growth conferences shall be granted on an equitable basis. Applicants who are denied attendance by their administrator may request the reason for the denial in writing from the administrator, and the administrator has five (5) days to provide a written response to the unit member.
4. Professional Growth monies are to be utilized for bargaining unit member-requested professional conferences, classes or meetings, that are aligned with District or school site objectives, and after consultation between the unit member and their Administrator, and not those required by the District. If such funds are depleted during the contract year, the Site Administrator may seek additional funds from the Board.
5. Applications for professional meetings must be submitted in writing five (5) days before the event takes place.

6. Bargaining unit members who receive approval and attend a member-requested conference or workshop shall submit a written summary of that conference or workshop within ten (10) working days of his/her return. The summary shall be submitted to the member's site administrator when the conference or workshop is member-requested. The summary shall be submitted to the District Superintendent when the request originates from the District. The summary shall include:
  - a. the name and/or subject matter of the conference,
  - b. the date of attendance and location,
  - c. the duration of the meeting,
  - d. highlights of the subjects or topics discussed.

M. Unpaid Leave of Absence

1. In addition to any other Leave of Absence, an Unpaid Leave of Absence may be granted to permanent certificated bargaining unit members who have completed four (4) years of service with the District, by the Board, upon recommendation of the Superintendent, for the following purposes: study, travel, research, overseas teaching, improvement of health, Peace Corps service, exchange teaching, and other appropriate reasons.
2. No Leave of Absence shall be granted unless the Superintendent determines that such leave will not interfere with the conduct of the schools.
3. The bargaining unit member shall state the duration of the leave requested. No Leave of Absence shall exceed one (1) year in duration except upon prior request and approval or in an emergency situation.
4. Requests for a Leave of Absence shall be submitted to the Superintendent via the appropriate Site Administrator by March 15, for a Leave beginning with the Fall Semester, and by November 1, for a Leave beginning with the Spring Semester. Requests submitted after such dates shall not be considered except in an emergency situation.
5. An Unpaid Leave of Absence for whatever purpose shall be effective for the time granted. Early return from an Unpaid Leave of Absence must be approved in each individual instance by the Board.
6. The employment of a bargaining unit member failing to return from an Unpaid Leave of Absence as scheduled shall be terminated except in an emergency situation.

7. Unit members are entitled to reimburse the District's costs of their health benefits to maintain them while on Unpaid Leave of Absence.

N. Compelling Personal Importance

1. Each bargaining unit member shall be entitled to utilize at his/her election, earned sick leave days, for reasons of Compelling Personal Importance, or Personal Renewal. Leave taken under this Section, when combined with that taken under the Personal Necessity provisions, shall not be consecutive, and shall not exceed six (6) days in any single school year, when taken under Section F.
2. Five (5) days' notice shall be given, when possible, to the immediate supervisor prior to taking of such Leave.

O. Association Leave

1. The Association President or the designee shall be entitled to a maximum of fifteen days (15) of release time per school year for the purpose of attending to Association business and attending local, state or national conferences.
2. The Association shall bear the cost for substitutes actually provided for the President or the designee. This Leave shall be used on a full day basis only. Every attempt will be made to give one week advanced prior notice for the use of this leave to the Site Administrator.
3. Notice of less than one week may be given and approved. The response shall be given to the applicant within two (2) working days from the time of submission.

P. Notice

If an employee has advance notice of a planned absence under any of the above leaves (e.g. - a doctor's appointment or jury duty), he/she shall provide written notice to the Site Administrator at least seventy-two (72) hours in advance, stating the time, purpose and form of the requested leave. If the employee has less than seventy-two (72) hours advance notice, he/she will notify the administrator as soon as possible. Failure to provide such notice may constitute a basis for the denial of pay for such leave unless good excuse to the satisfaction of the Superintendent is provided in writing. (See Appendix E.)

**ARTICLE XIV  
GRIEVANCE PROCEDURE**

A. Definition

1. "Grievance." A "grievance" is a formal, written allegation by one or more non-management employees covered by this Agreement, that he/she/they has/have been adversely affected by a misapplication, misinterpretation or by a violation of the specific provisions of this Agreement.
2. "Grievant." A "grievant" is any bargaining unit member, members or Association.
3. "Representative." A "representative" is an employee or advisor(s) designated by the Association and/or grievant.
4. "Day." A "day" is that period of time in which the central administrative office is normally opened for business and in which teachers are required to be in attendance.
5. "Immediate Supervisor." The "immediate supervisor" is the lowest level administrator having line and/or supervisory authority to adjust grievances or to effectively recommend such adjustment.

B. Steps

Grievances shall be processed in accordance with the following procedure.

Informational Resolution

1. Within fifteen (15) days of the circumstances which formed the basis of the grievance, or when the grievant knew, or reasonably should have known of such circumstances, the grievant shall request a conference with the appropriate level administrator in an attempt to affect an informal resolution.
2. On or before the fifteenth (15<sup>th</sup>) day following such request, the administrator shall hold a discussion with the grievant to present the proposed resolution to the grievance.

C. Formal Resolution – Step I

1. If the grievance is not settled during the informal discussion and the grievant wishes to pursue the matter, the grievance shall be presented in writing to the appropriate site administrator within fifteen (15) days after the informal decision by the administrator. The administrator shall respond in writing within fifteen (15) days after receipt of the grievance.
2. The written information provided by the grievant shall include:
  - a. A description of the pertinent facts and specific grounds on which the grievance is based, including names, dates, and places necessary for a complete understanding of the grievance;
  - b. A listing of the provision(s) of the Agreement alleged to have been violated;
  - c. Specific action(s) by the District which will remedy the grievance. (Use Grievance Form in Appendix F.)

D. Formal Resolution – Step II

1. If the grievance is not resolved at Step I, or if the Step I administrator fails to respond within the time limits set forth by that Step, the grievance shall be presented in writing within fifteen (15) days of such timeline (or written response) to the Superintendent or his/her designee.
2. Within fifteen (15) days of receipt of a grievance, the Superintendent or his designee shall, if so requested, meet with the grievant in an effort to resolve the grievance. The Superintendent or his/her designee shall make a written disposition of the grievance within fifteen (15) days after such meeting and return it to the grievant.

E. Formal Resolution – Step III

1. If the grievant is dissatisfied with the decision rendered at Step II, he/she may, within fifteen (15) days of receipt of such decision, request in writing that the Association pursue the grievance to arbitration. If the Association decides to pursue the grievance, written notice shall be given to the District within fifteen (15) days of the termination of Step II.
2. The Association and the District, may, if they are able to do so, agree on a mutually acceptable arbitrator. If the parties do not agree on an arbitrator within fifteen (15) days of the submission of the grievance to arbitration, either party may request a list from the California State Mediation and Conciliation Service (“CSMCS”). The request to CSMCS shall be in writing and shall state that the parties request a list of seven (7) arbitrators who are experienced in hearing grievances in public schools. If the list

received from CSMCS is not acceptable to the parties, the parties may by mutual agreement request a second list from CSMCS or request a list from the American Arbitration Association ("AAA") of seven (7) arbitrators who are experienced in hearing grievances in public schools. Upon receipt of the list, the parties shall:

- a. Agree on a mutually acceptable arbitrator from the list; or
  - b. Alternately strike names until only one name remains from the list.
3. The arbitrator shall conduct a hearing at which both parties may present evidence. The hearing shall be reported by a court reporter unless both parties agree in writing to waive this requirement. The arbitrator's decision will be in writing and will set forth its findings of fact, reasoning (unless the parties have agreed to use the expedited procedures as indicated above), and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on the parties.
4. All costs of the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses, cost of obtaining a list of arbitrators from CSMCS (if a list is needed from AAA, the cost of obtaining that list only will be borne by the District), and the cost of any hearing room, if the District or Association are unable to provide a hearing room, and cost of a court reporter, if applicable, will be borne equally by both parties. All other costs will be borne by the party incurring them.
5. Powers of Arbitrator
- a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - b. The arbitrator shall have no power to recommend or resolve the modifying or altering of administrative value judgments involving teacher evaluation, with the exception of the herein established procedural provisions for evaluating teachers.
  - c. The arbitrator shall have no power to recommend or resolve the claims or complaints for which there is another remedial procedure including procedures specified in the Education Code.
  - d. The arbitrator shall have no power to change any practice, policy or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule, or any action taken by the District.

- e. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule on such arbitrability.

F. Miscellaneous Provisions

1. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
2. Advance Step Filing: If a grievance is occasioned by the action (or lack of action) of person(s) higher than that of the immediate supervisor, the grievance may be filed at Step II. Such filing shall be termed Advance Step Filing. Time lines shall be adjusted to accommodate such filing.
3. Grievance(s) which affect more than one (1) unit member in a single building or unit members in more than one (1) building may be consolidated by the Association and initiated at Step II.
4. Any employee may present grievances relating to a contract dispute to his/her employer and have such grievances adjusted without the intervention of the exclusive representative or employee organization as long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to the adjustment or resolution of the grievance until the exclusive representative or employee organization has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response at the appropriate level within three (3) days of receipt of the proposed resolution.
5. The District and the Association agree that every effort will be made by management and the grievant to settle grievances promptly at the lowest possible level. Inasmuch as dissatisfaction and disagreements arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably upon an employee's good standing, performance, loyalty, desirability to the Organization. Employees, employee representatives and all other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination, or reprisal.
6. Failure by the District to adhere to decision deadlines constitutes the right for the aggrieved to appeal automatically to the next step (higher lever). Failure of the grievant to adhere to the submission of deadlines shall mean that the grievant waives any right to further appeal. However, nothing prevents the parties from extending the dates by mutual agreement. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this Grievance Procedure by the end of the school

year and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein will be reduced by mutual agreement so that the Procedure may be exhausted prior to the end of the school year or as soon as it is practicable. All documents dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.

- G. When a grievance has been filed by a grievant, the grievant or representative may terminate the grievance at any time by giving written notice to the District or its designee.
- H. The grievant has the right to have a representative present at any step of the Grievance Procedure.
- I. Released Time for Employees and ETA Representatives

Grievance meetings and hearings will be scheduled by the District at mutually convenient times and places during District business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting is scheduled during duty hours, reasonable employee released time, without loss of salary, will be provided to the grievant, to an ETA representative, if one is to be present, and to any witness who attends by mutual agreement. For arbitration hearings, the grievant and witnesses as required shall be afforded released time and mileage.



**ARTICLE XV**  
**NEGOTIATIONS PROCEDURE**

- A. No later than ten (10) calendar days prior to the first Board meeting in April in which this Agreement expires, the two parties shall exchange their initial sunshine proposals, but shall not be precluded from exchanging additional sunshine proposals to the Board thereafter. Either party may submit initial sunshine proposals to the Board before the exchange. At the subsequent Board meeting, the District shall give proper public notice of such proposals. After the "sunshine period" as specified by law, the parties agree to meet and negotiate at a mutually agreeable time and place.
  
- B. Within sixty (60) days of ratification of the Agreement by both parties herein, the Employer shall have electronic copies prepared and delivered to the Association for distribution to each unit member in the District. The Employer shall have twenty-five (25) copies of the Agreement prepared and shared between the school sites. The Employer shall give an electronic copy of the Agreement to any bargaining unit members it hires during the term of the Agreement. The Employer shall provide a hard copy of the Agreement to any unit member upon request. The District shall email a word version of the Collective Bargaining Agreement to the members of the ETA bargaining committee.
  
- C. The District and the Association may discharge their respective duties by means of authorized officers, individual representatives, or committees, and may use outside resource people.
  
- D. The District will make available to the Association public budgetary and other necessary information in order that the Association may fulfill its role as exclusive bargaining representative.
  
- E. Three (3) representatives of the Association shall receive release time without loss of compensation to meet and negotiate with the Board's representatives.

**ARTICLE XVI**  
**MAINTENANCE OF STANDARDS**

This Agreement shall supersede Board policies and administrative regulations to the extent that they are in conflict with the express terms of this Agreement.

**ARTICLE XVII**  
**SAVINGS PROVISIONS**

If any provision(s) of this Agreement is/are held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

**ARTICLE XVIII**  
**COMPLETION OF MEET AND NEGOTIATE**

- A. The parties acknowledge that during negotiations each had the right and opportunity to make demands and proposals on any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at are in this Agreement. Therefore, the Board and the Association agree that the other shall not be obligated to negotiate any subject or matter not specifically referred to or covered in this Agreement, even though such may not have been within the knowledge and contemplation of the parties at the time.
  
- B. Matters of common concern may be subject to negotiation upon request and mutual agreement of both parties.

**ARTICLE XIX  
SALARY**

A. 2021-22 School Year

Effective July 1, 2021, the following Salary Schedules shall be compressed (see Appendix G). The following compressed Salary Schedules shall increase by two percent (2.0%) for the 2021-22 school year:

1. Appendix G (Certificated Salary Schedule).
2. Appendix H (Psychologists Salary Schedule).
3. Appendix I (Speech Therapist Salary Schedule).

Effective July 1, 2022, the following Salary Schedules shall be increased by two percent (2.0%) for the 2022-2023 school year (See appendix G\*, H\* I\*)

Effective July 1, 2023, the following Salary Schedules shall be increased by two percent (2.0%) for the 2023-2024 school year (See appendix G\*, H\* I\*)

This shall conclude the parties' negotiations on salary for the 2021-2022, 2022-2023 and 2023-2024 school years.

B. Each person employed in the bargaining unit shall be compensated in accordance with his/her placement on the Certificated Salary Schedule (all salary Appendices including G, H and I).

1. Unit members shall be placed on the appropriate current salary schedule according to the provisions in effect at the time of placement: training, semester units (quarter units get converted to semester units) post-BA, experience and length of service.
2. To qualify for a year of experience, a teacher must have served at least seventy-five percent (75%) of the number of teaching days in the regular school year.

C. Documentation of units earned that would advance a unit member to a new column on the salary schedule must be submitted to the District no later than October 15<sup>th</sup> (for advancement that year retroactive to the beginning of that year).

D. Placement on the Salary Schedule

1. All credentialed personnel engaged in full-time teaching whose services are deemed to be satisfactory to the Board of Trustees will be placed on the Teachers' Salary Schedule according to years of experience and professional

preparation. Effective July 1 2017, initial placement on the salary schedule will be determined by the number of prior teaching years or equivalent experience. All current unit members shall be adjusted to reflect prior years of service and subsequent step advancement commencing July 1, 2017. There shall be no retroactive pay adjustments for previous years to this new agreement.

2. Prior experience for school nurses shall be applied to their initial salary placement which shall be, at a minimum, Step 7 Column "BA up to 44" unless qualifying for a higher step or column.

E. On an annual basis, and no later than October 30<sup>th</sup>, each unit member shall receive a personnel form indicating the number of years the unit member has taught in the District, and the step/column placement, and the number of post-B.A. semester units on the Salary Schedule for the current year.

F. All work done outside of the regularly scheduled workday that is pre approved by an administrator will be compensated according to Appendix J.

**ARTICLE XX  
FRINGE BENEFITS**

A. Benefits for an Active Unit Member

In accordance with this Article (XX), the District will provide, and pay, for an eligible unit member to enroll in a medical plan, a dental plan, and a vision plan.

1. Eligible Unit Member

- a. An eligible unit member is one who is at least 0.5 FTE.
- b. Unit members who are at least 0.5 FTE, but less than 1.0 FTE, shall be entitled to receive a pro-rated District contribution for premiums.
- c. A District contribution is made on behalf of a unit member who is actively employed in the month for which an invoice is received from the insurance provider.

2. Available Insurance Plans

*See D.2. below.*

3. Required District Contribution

a. Medical

In order to recruit and retain qualified teachers, the District shall commit to pay the actual premium cost of the Kaiser plan that is comparable in coverage to the plan designated "KN3-Active" for the 2021-2022, 2022-2023 and 2023-2024 school years.

Effective July 1, 2024 Contract year, and unless negotiated otherwise, employees will be responsible for paying the difference between the District's premium contribution for the 2023-2024 KN3-Active rate and the actual cost of the employee's selected plan. This shall conclude the parties' negotiations on benefits for the 2021-2022, 2022-2023 and 2023-2024 school years.

b. Dental

For 2021-2022, 2022-2023, and the 2023-2024 school years the required District contribution toward employee dental benefits shall be the actual premium cost of the Dental plan offered by the District.

c. Vision

For 2021-2022, 2022-2023, and the 2023-2024 school years the required District contribution toward employee vision benefits shall be the actual premium cost of the Vision plan offered by the District.

B. Benefits for a Retiring Unit Member

In accordance with this Article XX, the District will provide, and pay, for an eligible Retiring Unit Member to enroll in a medical plan, a dental plan, and a vision plan.

1. Eligible Retiring Unit Member

An eligible retiring unit member is one who meets the following conditions on the date of his/her retirement:

a. For unit members hired before June 1, 2013, that are employed by the District in a position requiring certification for not less than fifteen (15) consecutive years without a break in service (a Board- approved leave of absence, or a leave mandated by statute (i.e., military leave), shall not constitute a break in service); and

b. For unit members hired on or after June 1, 2013, that are employed by the District in a position requiring certification for not less than twenty-one (21) consecutive years without a break in service (a Board-approved leave of absence, or a leave mandated by statute (i.e., military leave), shall not constitute a break in service); and

c. Is at least fifty-five (55) years of age; and

d. Is not eligible for health and welfare benefits from another employer after retirement from the District.

e. Is eligible for STRS or PERS retirement, and in fact retires from STRS/PERS, while a District employee. This includes a disability retirement.

2. Duration



Eligibility to receive a District contribution shall cease upon the earlier of the death of the retiring unit member or at the end of the month in which the retiring unit member reaches the age of sixty-five (65).

### 3. Available Plans

a. *See* D.2. below.

b. The parties acknowledge that the insurance provider (currently CVT):

- 1) may place retirees in a pool separate from active unit members; and
- 2) may charge different rates for retirees than active unit members; and
- 3) may not accept retirees in all plans.

### 4. Required District Contribution

a. Single Unit Members:

The District's annual contribution toward the premium for retiree health benefits shall be one hundred twenty-five percent (125%) of the District's annual contribution toward employee-only health benefits as described in section 3.A. above.

b. Unit Members with Dependents:

If a unit member has dependents at the time of his/her retirement, and chooses to enroll them, the District shall pay for premiums as follows:

- 1) The actual cost of the premium not to exceed the dollar amount that would have been paid for a single retired unit member in the month the benefit is used.
- 2) This payment shall be:

(a) based on his/her marital/domestic partner status at the time of retirement;

(b) made until the end of the month in which the retiring unit member reaches the age of sixty-five (65) except as noted in 4.b.(2)(c) below.

(c) Coverage for the spouse/domestic partner will terminate if he/she reaches the age of sixty-five (65) prior to the retiree. In such case, the retiree will receive payment as a single unit member until he/she reaches the age of sixty-five (65).

3) The District, with input from the retiring unit member, shall establish a schedule by which the unit member will reimburse the District for any cost in excess of the District's required contribution.

(a) If the retiring unit member fails to make the required payment for three (3) consecutive months, dependent coverage shall be cancelled and the District may pursue other means to recover the dollars advanced.

(b) Upon cancellation of dependent coverage, subject to lawful rules of the insurance provider, the retiring unit member may enroll for retiree coverage only and will receive a District contribution as set forth in IV.A.

#### C. Health Benefits Committee

A Health Benefits Committee, comprised of members from each of the District bargaining units and management personnel, will yearly review and make recommendations concerning the health insurance plans to be offered by the District.

#### D. Miscellaneous Provisions

These miscellaneous provisions apply to both active unit members and retiring unit members.

##### 1. Definition of Dependent

Subject to lawful rules of the insurance provider, dependent as used in this Article shall include the spouse (or registered domestic partner) and dependent children (as defined by the IRS) of the unit member or the retiring unit member.

## 2. Available Plans

a. Annually, the District and ETA (after receiving the recommendations of the Health Benefits Committee) shall agree upon the medical, dental and vision plans to be offered to unit members and retiring unit members.

b. The plans to be offered are listed in Appendix L (this Appendix changes annually).

## 3. Payment of Excess Costs

a. By an Active Unit Member

If a unit member is enrolled in a plan that costs more than the District's required contribution, he/she shall pay the difference by payroll deduction for the plan(s) selected on the enrollment form.

b. By a Retiring Unit Member

If a retiring unit member chooses to enroll in a plan that costs more than the District's required contribution, he/she shall make arrangements with the District to pay the excess in advance. Failure to pay after a ninety (90) day notice of default shall result in cancellation of all coverage and the District may pursue other means to recover the dollars advanced.

**ARTICLE XXI**  
**CERTIFICATED DISCIPLINARY ACTION**

A. Dismissal

Disciplinary action in the form of dismissal shall be in accordance with the appropriate provisions of the Education Code.

B. Disciplinary Action Less than Dismissal

1. Employees shall not be disciplined without just cause. The following just cause guidelines shall be recognized:
  - a. The employee should be adequately informed of the consequences of his/her conduct.
  - b. The District's rules, regulations and policies shall be reasonable and related to an appropriate matter of discipline.
  - c. A fair and objective investigation should reveal the appropriateness of disciplinary action.
  - d. Rules, orders and penalties should be applied fairly and equitably.
  - e. Disciplinary action should be appropriate and reasonably related to the nature of the offense.
2. Progressive discipline shall be utilized except for conduct which is of such a nature that progressive discipline normally would not result in corrective conduct.
  - a. Initially, the principal or immediate supervisor should discuss with the employee any acts or omissions.
  - b. If a verbal reprimand does not result in corrective conduct, a written reprimand may be used.
  - c. The elements of progressive discipline shall be administered in a timely manner.
3. After any oral and/or written reprimands, and prior to administering any formal discipline, an employee shall be provided notice and an opportunity to be heard. Notice shall include a statement of the incidents of misconduct which form the basis for disciplinary action and a statement of the discipline to be imposed.

4. If suspension without pay is recommended as a disciplinary action, it shall be preceded by at least two (2) related written reprimands issued within a reasonable period of time of each other and recommended within a reasonable period of time after the second written reprimand is issued. Exceptions may occur where conduct is of such a nature that written reprimands normally would not result in corrective conduct.
5. Any initial suspension of an employee pending a disciplinary hearing shall be with pay.
6. An employee may be represented, upon request, at any disciplinary meeting or hearing.
7. Prior to suspending an employee without pay for more than two (2) weeks, an informal hearing shall take place before the Board of Education.
8. Disciplinary actions shall be administered in a fair and equitable manner.
9. Grievances filed alleging violation of the above provision regarding discipline less than dismissal may be filed at Step II of the Grievance Procedure.
10. Nothing in this Article shall apply to the procedures set forth in Education Code section 44940.

**ARTICLE XXII**  
**TERM AND REOPENERS**

A. Term

The term of this Agreement shall be from July 1, 2021 through June 30, 2024. The terms and conditions set forth in this Agreement shall remain in full force and effect until such time as a successor agreement is reached, unless a specific term or condition sunsets as provided herein.

B. Reopeners

1. There shall be no reopeners for the 2021/2022, 2022/2023 and 2023/2024 school years.
2. Successor Negotiations shall commence for the 2024/2025 school year.

[Signatures on Following Page.]

SIGNATURE PAGE

FOR EMERY UNIFIED  
SCHOOL DISTRICT:

QUAINA SCOTT

Quaina Scott  
SUPERINTENDENT

Date: 10/4/21

Marian Harrell  
Director of Human Resources  
Marian Harrell

Date: 10/4/2021

\_\_\_\_\_

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

FOR THE EMERY TEACHERS  
ASSOCIATION:

ERICKA CASTILLO

Ericka Castillo  
ETA President

Date: 10/04/2021

Tom Salvatore  
Tom Salvatore  
ETA Bargaining Chair

Date: 10/04/2021

\_\_\_\_\_

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

# Appendices



2021-2022 EMERY UNIFIED SCHOOL DISTRICT CALENDAR - corrected

| Month          | Calendar Grid  | Notes   |
|----------------|--|---|
| July 2021      | Su M Tu W Th F Sa<br>1 2 3 4 5 6 7<br>8 9 10 11 12 13 14<br>15 16 17 18 19 20 21<br>22 23 24 25 26 27 28<br>29 30 31 | July<br>4 Independence day  |
| August 2021    | Su M Tu W Th F Sa<br>1 2 3 4 5 6 7<br>8 9 10 11 12 13 14<br>15 16 17 18 19 20 21<br>22 23 24 25 26 27 28<br>29 30 31 | August<br>9 Instructional Days<br>2-Aug First Ofc Staff Work Day<br>16-17 District and Site PD<br>18 Teacher work Day<br>19 1st Student day   |
| September 2021 | Su M Tu W Th F Sa<br>1 2 3 4 5 6 7<br>8 9 10 11 12 13 14<br>15 16 17 18 19 20 21<br>22 23 24 25 26 27 28<br>29 30    | September<br>21 Instructional Days<br>Labor Day - no school   |
| October 2021   | Su M Tu W Th F Sa<br>1 2 3 4 5 6 7<br>8 9 10 11 12 13 14<br>15 16 17 18 19 20 21<br>22 23 24 25 26 27 28<br>29 30 31 | October<br>20 Instructional Days<br>31 PD   |
| November 2021  | Su M Tu W Th F Sa<br>1 2 3 4 5 6<br>7 8 9 10 11 12 13<br>14 15 16 17 18 19 20<br>21 22 23 24 25 26 27<br>28 29 30    | November<br>16 Instructional Days<br>Veterans Day<br>22-28 Thanksgiving Break<br>15-19 AYMS Parent/Teacher min da<br>12 End of Tri 1  |
| December 2021  | Su M Tu W Th F Sa<br>1 2 3 4 5 6<br>7 8 9 10 11 12 13<br>14 15 16 17 18 19 20<br>21 22 23 24 25 26 27<br>28 29 30 31 | December<br>31 Instructional Days<br>20-31 Winter Break<br>13-17 HS Finals (min day)<br>17 HS End Sem 1   |
| January 2022   | Su M Tu W Th F Sa<br>1 2 3 4 5 6 7<br>8 9 10 11 12 13 14<br>15 16 17 18 19 20 21<br>22 23 24 25 26 27 28<br>29 30 31 | January<br>17 Martin Luther King Jr. Day<br>New Year's Holiday observed 12.   |
| February 2022  | Su M Tu W Th F Sa<br>1 2 3 4 5 6<br>7 8 9 10 11 12<br>13 14 15 16 17 18<br>19 20 21 22 23 24<br>25 26 27 28          | February<br>15 Instructional Days<br>21-25 President's Week   |
| March 2022     | Su M Tu W Th F Sa<br>1 2 3 4 5 6<br>7 8 9 10 11 12<br>13 14 15 16 17 18<br>19 20 21 22 23 24<br>25 26 27 28 29 30 31 | March<br>22 Instructional Days<br>24 Optional PD Day<br>4 End of Tri 2  |
| April 2022     | Su M Tu W Th F Sa<br>1 2 3 4 5 6 7<br>8 9 10 11 12 13 14<br>15 16 17 18 19 20 21<br>22 23 24 25 26 27 28<br>29 30    | April<br>16 Instructional Days<br>18-22 Spring Break<br>17 Easter   |
| May 2022       | Su M Tu W Th F Sa<br>1 2 3 4 5 6 7<br>8 9 10 11 12 13 14<br>15 16 17 18 19 20 21<br>22 23 24 25 26 27 28<br>29 30 31 | May<br>20 Instructional Days<br>30 Memorial Day<br>No School  |
| June 2022      | Su M Tu W Th F Sa<br>1 2 3 4 5 6<br>7 8 9 10 11 12<br>13 14 15 16 17 18<br>19 20 21 22 23 24 25<br>26 27 28 29 30    | June<br>8 Instructional Days<br>10 Last Student Day<br>11 Last Teacher Day<br>16 Last Office Staff Day<br>6-10 HS Finals min days<br>9 HS Graduation<br>10 HS End of Sem 2<br>180 Instructional Days<br>185 Teacher Work Days |

Board Approved April 14, 2021  
revised: April 28, 2021

APPENDIX B-1

**APPENDIX B-1: OBSERVATION REPORT**

**EMERY UNIFIED SCHOOL DISTRICT  
OBSERVATION REPORT**

|                      |              |              |
|----------------------|--------------|--------------|
| Name:                | School:      | School Year: |
| Subject/Grade:       | Date:        | Period/Time: |
| Status: (circle one) | Intern       | Temporary    |
|                      | Probationary | Permanent    |

M = Meets/Exceeds Standards    N = Needs Improvement    U = Unsatisfactory    N/A = Not Applicable to subject or assignment

Evaluator must give specific examples for any area marked N or U

| Evaluation Criteria/Standards  | M, N, U, N/A: | Comments |
|--|---------------|----------|
| Standard 1: Engaging and supporting all students in learning                         |               |          |
| Standard 2: Creating and maintaining effective environments for student learning     |               |          |
| Standard 3: Understanding and organizing subject matter for student learning         |               |          |
| Standard 4: Planning instruction and designing learning experiences for all students |               |          |
| Standard 5: Assessing student learning   |               |          |
| Standard 6: Developing as a Professional Educator                                    |               |          |

**SUMMARY/COMMENTS**

\_\_\_\_\_  
 Evaluator's Signature                      Date                      Evaluator's Signature

\* I understand my signature does not necessarily indicate agreement.

\_\_\_\_ Additional comments by evaluator are attached                      \_\_\_\_ Additional comments by evaluatee are/will be attached

APPENDIX B-2

**APPENDIX B-2: EVALUATION REPORT**  
**EMERY UNIFIED SCHOOL DISTRICT**  
**EVALUATION REPORT**

|                      |              |              |
|----------------------|--------------|--------------|
| Name:                | School:      | School Year: |
| Subject/Grade:       | Date Due:    |              |
| Status: (circle one) | Interim      | Temporary    |
|                      | Probationary | Permanent    |

**Instructions:** Check one of the following ratings for each factor: Meets/Exceeds Standards, Needs Improvement, or Unsatisfactory. Descriptions of practice (CSTP) are identified in Appendix B5 in the Agreement and must be used as a reference to establish ratings for each area. Ratings of Needs Improvement or Unsatisfactory must be accompanied by specific descriptions of the areas for growth and suggestions for improvement. Comments are encouraged for ratings of Meets/Exceeds Standards.

| Evaluation Criteria/Standards:   | Meets/Exceeds<br>Standards | Needs<br>Improvement | Unsatisfactory |
|--|----------------------------|----------------------|----------------|
| 1) Engaging and supporting all students in learning                      | [ ]                        | [ ]                  | [ ]            |
| 2) Creating and maintaining effective environments for student learning  | [ ]                        | [ ]                  | [ ]            |
| 3) Understanding and organizing subject matter for student learning      | [ ]                        | [ ]                  | [ ]            |
| 4) Planning instruction and design learning experiences for all students | [ ]                        | [ ]                  | [ ]            |
| 5) Assessing student learning  | [ ]                        | [ ]                  | [ ]            |
| 6) Developing as a professional educator                                 | [ ]                        | [ ]                  | [ ]            |

**EVALUATOR'S COMMENTS/RECOMMENDATIONS:** If additional comments are attached, check here [ ]

**EVALUATEE'S COMMENTS:** If additional comments are will be attached, check here [ ]

School Year of Next Evaluation Cycle: \_\_\_\_\_

\_\_\_\_\_  
**EVALUATOR'S SIGNATURE**                      **TITLE**                      **DATE**

I certify that this report has been discussed with me. I understand my signature does not necessarily indicate a agreement.  
 \_\_\_\_ Additional comments by evaluatee are will be attached

\_\_\_\_\_  
**EVALUATEE'S SIGNATURE**                      **TITLE**

Certificated Personnel Office

**COPY DISTRIBUTION:** Original to Human Resources Office  
 One copy to Evaluator  
 One copy to Evaluatee

\_\_\_\_\_  
**REVIEWER'S SIGNATURE**                      **DATE**



## California Standards for the Teaching Professional

### CSTP 1 ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING

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

### CSTP 2 CREATING & MAINTAINING EFFECTIVE ENVIRONMENT FOR STUDENT LEARNING

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

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 APPENDIX B-3(b)

### CSTP 3 UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

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

**CSTP 4 PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS**

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

**CSTP 5 ASSESSING STUDENTS FOR LEARNING**

- 5.1 Applying knowledge of the purposes, characteristic, and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction

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**APPENDIX B-3(c)**

- 5.5 Involving all students in self-assessment, goal setting, and monitoring progress
- 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning

- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families

**CSTP 6 DEVELOPING AS A PROFESSIONAL EDUCATOR**

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

**EMERY UNIFIED SCHOOL DISTRICT  
STATEMENT OF INTENT TO BRING PERSONAL PROPERTY  
TO THE SCHOOL SITE FOR EDUCATION PURPOSES**

School

Date

Request to bring \_\_\_\_\_ on campus for use in \_\_\_\_\_

for a period of time from \_\_\_\_\_ to \_\_\_\_\_

Teacher of employee: \_\_\_\_\_

Administrative Approval: \_\_\_\_\_

Name and Date

Property Arrived

Property Removed

\_\_\_\_\_  
Date and administrator  
Initials

\_\_\_\_\_  
Date and administrator  
Initials

**NOTIFICATION OF INTENT TO USE EXTENDED ILLNESS LEAVE**

Unit Member's Name \_\_\_\_\_ Date \_\_\_\_\_

Amount of accumulate sick leave available \_\_\_\_\_

100 days start \_\_\_\_\_ Date Unit Member Returned \_\_\_\_\_  
(Date)

Physician's Signature \_\_\_\_\_

Estimated Duration \_\_\_\_\_  
\_\_\_\_\_

**CONTINUATION OF EXTENDED ILLNESS LEAVE  
FOR SAME OR RELATED ILLNESS**

Reason for Absence (bed care, doctors care, hospital, recuperation) \_\_\_\_\_  
\_\_\_\_\_

Physician's Statement as to same or related illness \_\_\_\_\_  
\_\_\_\_\_

Signature/Date \_\_\_\_\_

Date Unit Member Resumed Leave \_\_\_\_\_

Balance Available \_\_\_\_\_

Final Date of Release by Physician \_\_\_\_\_





GRIEVANCE FORM

Name of Grievant \_\_\_\_\_

Distribution:

School \_\_\_\_\_

1. Superintendent

Date Filed \_\_\_\_\_

2. Principal

3. Association

4. Teacher

Step:            I                    II                    III    (circle one)

(See Article XIV, Grievance Procedure, before completing this form)

A. Facts related to grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Provision(s) of Agreement violated, misinterpreted or misapplied: \_\_\_\_\_

C. Remedy sought: \_\_\_\_\_

Disposition by: Principal

Superintendent

Arbitrator (circle one)

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

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







2021-2022 PSYCHOLOGIST SALARY SCHEDULE

| <b>EMERY UNIFIED SCHOOL DISTRICT</b>          |   |
|---|---|
| <b>2021-2022 PSYCHOLOGIST SALARY SCHEDULE</b> |   |
| <b>Work Year = 185 Days</b>                   |   |
|   | <b>1</b>  |
| <b>1</b>                                      | 84,300.00   |
| <b>2</b>                                      | 87,760.00   |
| <b>3</b>                                      | 91,221.00   |
| <b>4</b>                                      | 94,683.00   |
| <b>5</b>                                      | 98,566.00   |
| <b>Effective 7/1/21</b>                       | An additional \$1,000 Stipend will be awarded annually for a Ph. D. |

## 2022-2023 PSYCHOLOGIST SALARY SCHEDULE

| <b>EMERY UNIFIED SCHOOL DISTRICT<br/>2022-2023 PSYCHOLOGIST SALARY</b> |  |
|--|--|
| <b>Work Year = 185 Days</b>  |  |
| <b>1</b>   |  |
| <b>1</b>   | <b>85,986.00</b>   |
| <b>2</b>   | <b>89,515.00</b>   |
| <b>3</b>   | <b>93,045.00</b>   |
| <b>4</b>   | <b>96,577.00</b>   |
| <b>5</b>   | <b>100,537.00</b>  |
| <b>Effective 7/1/22</b>  | <b>An additional \$1,000 Stipend will be awarded annually for a Ph. D.</b> |

## 2023-2024 PSYCHOLOGIST SALARY SCHEDULE

| <b>EMERY UNIFIED SCHOOL DISTRICT<br/>2023-2024 PSYCHOLOGIST SALARY</b> |   |
|--|---|
| <b>Work Year = 185 Days</b>  |   |
|  | <b>1</b>  |
| <b>1</b>   | 87,706.00   |
| <b>2</b>   | 91,305.00   |
| <b>3</b>   | 94,906.00   |
| <b>4</b>   | 98,509.00   |
| <b>5</b>   | 102,548.00  |
| <b>Effective 7/1/23</b>  | An additional \$1,000 Stipend will be awarded annually for a Ph. D. |



2021-2022 SPEECH THERAPIST SALARY SCHEDULE

| <b>EMERY UNIFIED SCHOOL DISTRICT</b>              |           |
|---|-----------|
| <b>2021-2022 SPEECH THERAPIST SALARY SCHEDULE</b> |           |
| <b>Work Year = 185 Days</b>                       |           |
|   | <u>1</u>  |
| 1   | 85,511.00 |
| 2   | 88,190.00 |
| 3   | 90,873.00 |
| 4   | 93,551.00 |
| 5   | 97,253.00 |
| Effective 7/1/21                                  |           |

2022-2023 SPEECH THERAPIST SALARY SCHEDULE

| <b>EMERY UNIFIED SCHOOL DISTRICT</b>              |           |
|---|-----------|
| <b>2022-2023 SPEECH THERAPIST SALARY SCHEDULE</b> |           |
| <b>Work Year = 185 Days</b>                       |           |
|   | <b>1</b>  |
| <b>1</b>  | 87,221.00 |
| <b>2</b>  | 89,954.00 |
| <b>3</b>  | 92,690.00 |
| <b>4</b>  | 95,422.00 |
| <b>5</b>  | 99,198.00 |
| <b>Effective 7/1/22</b>                           |           |

**2023-2024 SPEECH THERAPIST SALARY SCHEDULE**

| <b>EMERY UNIFIED SCHOOL DISTRICT</b>              |                   |
|---|-------------------|
| <b>2023-2024 SPEECH THERAPIST SALARY SCHEDULE</b> |                   |
| <b>Work Year = 185 Days</b>                       |                   |
|   | <b>1</b>          |
| <b>1</b>  | <b>88,965.00</b>  |
| <b>2</b>  | <b>91,753.00</b>  |
| <b>3</b>  | <b>94,544.00</b>  |
| <b>4</b>  | <b>97,330.00</b>  |
| <b>5</b>  | <b>101,182.00</b> |
| <b>Effective 7/1/23</b>                           |                   |

## Certificated Stipend Schedule and Certificated Hourly Rate Schedule

### Annual Stipends

| <b>Position</b>  | <b>Annually</b>      |
|--|----------------------|
| Instructional Leadership Team                          | \$1,500              |
| Student Success Team Coordinator – Anna Yates          | \$2,500              |
| Student Success Team Member – Anna Yates               | \$1,500              |
| ELD Coordinator  | \$4,000              |
| BTSA Coordinator                                       | \$2,000              |
| BTSA Support   | \$1,500              |
| Athletic Director                                      | \$7,500 + one Period |
| Head Athletic Coaches                                  | \$2,500              |
| Junior Varsity Coaches                                 | \$2,000              |
| Assistant Coaches                                      | \$2,000              |
| Cheerleader Coach                                      | \$2,000              |
| District Approves Overnight Field Trip – Teachers      | \$250/night          |
| Teachers National Board Certification                  | \$1,000              |
| Available after the expiration<br>of the State Stipend |                      |
| ELL Site Liaison – Anna Yates                          | \$1,000              |
| SPED Stipend, School Psychologist, SLP                 | \$2,500              |

### Hourly Rates

| <b>Duties</b>                                   | <b>Hourly</b>           |
|---|-------------------------|
| Teaching in the After School Program / Tutoring | \$50/instructional hour |
| Approved additional work including:             | \$35/hour               |
| Curriculum Development                          |                         |
| Staff Development                               |                         |
| Approved Meetings Beyond the Work Day           |                         |
| Approved Supervision                            |                         |
| <br>Summer School Teacher                       | <br>\$60/hour           |

**EMERY TEACHER'S ASSOCIATION  
CATASTROPHIC LEAVE DONATION FORM**

I, ETA Member \_\_\_\_\_, wish to donate \_\_\_\_\_ days of earned sick leave to ETA Member \_\_\_\_\_.

3. I understand that the donation must be made in full day increments.
4. I understand the donation will be deducted from my available sick leave balance.
5. I understand that I must have 15 sick days available sick leave remaining, after the deduction.
6. I understand the donations will be used in the order they are received.
7. I understand the donations are irrevocable, unless the ETA member receiving the donation returns to work, or terminates their employment, prior to the donation being used.

\_\_\_\_\_  
ETA Donating Member Signature

\_\_\_\_\_  
Date

**CVT HMO Health Plans with Kaiser Permanente  
Emergy Unified SD – CERTIFICATED  
October 1, 2021 - September 30, 2022**

| BENEFIT  | Kaiser 1   | Kaiser 3   | Kaiser 5   | Kaiser 7   | Kaiser Wellness  |
|--|--|--|--|--|--|
| Calendar Year Deductible   | \$0  | \$0  | \$0  | \$0  | \$0  |
| Coinsurance  | Paid at 100%*  | Paid at 100%*  | Paid at 100%*  | Paid at 100%*  | Paid at 100%*  |
| Calendar Year Out of Pocket Maximum (includes medical pharmacy deductibles, coinsurance, and copays) | Individual: \$1,500 (2)<br>Family: \$3,000 (2)   | Individual: \$1,500 (2)<br>Family: \$3,000 (2)   | Individual: \$1,500 (2)<br>Family: \$3,000 (2)   | Individual: \$1,500 (2)<br>Family: \$3,000 (2)   | Individual: \$1,500 (2)<br>Family: \$3,000 (2)   |
| Doctor Visits  | Primary Care Physician - \$10 Copay<br>Specialty Physician - \$20 Copay                | Primary Care Physician - \$20 Copay<br>Specialty Physician - \$20 Copay                | Primary Care Physician - \$35 Copay<br>Specialty Physician - \$35 Copay                | Primary Care Physician - \$35 Copay<br>Specialty Physician - \$35 Copay                | Primary Care Physician - \$20 Copay<br>Specialty Physician - \$40 Copay                |
| Preventive Care / Immunizations  | Paid at 100%*  | Paid at 100%*  | Paid at 100%*  | Paid at 100%*  | Paid at 100%*  |
| Outpatient Laboratory  | Paid at 100%*  | Paid at 100%*  | Paid at 100%*  | Paid at 100%*  | \$10 Copay   |
| Outpatient Radiology   | Radiation Therapy: Paid at 100%*<br>Chemotherapy: \$10 Copay                           | Radiation Therapy: Paid at 100%*<br>Chemotherapy: \$20 Copay                           | Radiation Therapy: Paid at 100%*<br>Chemotherapy: \$35 Copay                           | Radiation Therapy: Paid at 100%*<br>Chemotherapy: \$35 Copay                           | Radiation Therapy: Paid at 100%*<br>Chemotherapy: \$40 Copay                           |
| Durable Medical Equipment  | Paid at 100%*  | Paid at 100%*  | Paid at 100%*  | Paid at 100%*  | Paid at 100%*  |
| Ambulance - Ground / Air   | Paid at 100%*<br>If Medically Necessary  | Paid at 100%*<br>If Medically Necessary  | Paid at 100%*<br>If Medically Necessary  | Paid at 100%*<br>If Medically Necessary  | \$100 Copay<br>If Medically Necessary  |
| Physical Therapy   | \$10 Copay   | \$20 Copay   | \$35 Copay   | \$35 Copay   | \$20 Copay   |
| Chiropractic   | Not Covered  | Not Covered  | Not Covered  | Not Covered  | Not Covered  |
| Acupuncture  | \$10 Copay<br>Referred by Pain Physician   | \$20 Copay<br>Referred by Pain Physician   | \$35 Copay<br>Referred by Pain Physician   | \$35 Copay<br>Referred by Pain Physician   | \$40 Copay<br>Referred by Pain Physician   |
| Outpatient Surgery   | \$10 Copay   | \$20 Copay   | \$35 Copay   | \$35 Copay   | \$500 Per Procedure  |
| Hospital Inpatient   | Paid at 100%*  | Paid at 100%*  | Paid at 100%*  | Paid at 100%*  | \$500 Copay Per Admission<br>Unlimited days, semi-private                              |
| Hospital Emergency Room  | \$100 Copay<br>Copay waived if admitted as inpatient                                   | \$100 Copay<br>Copay waived if admitted as inpatient                                   | \$100 Copay<br>Copay waived if admitted as inpatient                                   | \$100 Copay<br>Copay waived if admitted as inpatient                                   | \$100 Copay<br>Copay waived if admitted as inpatient                                   |
| Urgent Care  | \$10 Copay   | \$20 Copay   | \$35 Copay   | \$35 Copay   | \$20 Copay   |
| Home Health Care   | Paid at 100%* (limits)   | Paid at 100%* (limits)   | Paid at 100%* (limits)   | Paid at 100%* (limits)   | Paid at 100%* (limits)   |
| Telehealth   | For after-hours advice, call<br>1-888-576-6225   | For after-hours advice, call<br>1-888-576-6225   | For after-hours advice, call<br>1-888-576-6225   | For after-hours advice, call<br>1-888-576-6225   | For after-hours advice, call<br>1-888-576-6225   |
| Medical Decision Support   | N/A  | N/A  | N/A  | N/A  | N/A  |
| Employee Assistance Program (EAP) through Beacon Health Options                                      | Paid at 100% - Visit www.aetna.com for details<br>1-877-397-1032 to access benefit (3) | Paid at 100% - Visit www.aetna.com for details<br>1-877-397-1032 to access benefit (3) | Paid at 100% - Visit www.aetna.com for details<br>1-877-397-1032 to access benefit (3) | Paid at 100% - Visit www.aetna.com for details<br>1-877-397-1032 to access benefit (3) | Paid at 100% - Visit www.aetna.com for details<br>1-877-397-1032 to access benefit (3) |

| BENEFIT                         | Kaiser 1   | Kaiser 3  | Kaiser 5  | Kaiser 7  | Kaiser Wellness   |
|---------------------------------|--|---|---|---|---|
| Prescription Drugs              | <b>Retail</b><br>\$5 Generic<br>\$10 Brand<br>(Up to 30 Day Supply)<br>\$10 Generic<br>\$50 Brand<br>(91-60 Day Supply)<br>\$15 Generic<br>\$50 Brand<br>(91-100 Day Supply) | <b>Retail</b><br>\$10 Generic<br>\$20 Brand<br>(Up to 30 Day Supply)<br>\$20 Generic<br>\$40 Brand<br>(91-60 Day Supply)<br>\$30 Generic<br>\$60 Brand<br>(91-100 Day Supply) | <b>Retail</b><br>\$10 Generic<br>\$20 Brand<br>(Up to 30 Day Supply)<br>\$20 Generic<br>\$40 Brand<br>(91-60 Day Supply)<br>\$30 Generic<br>\$60 Brand<br>(91-100 Day Supply) | <b>Retail</b><br>\$10 Generic<br>\$20 Brand<br>(Up to 30 Day Supply)<br>\$20 Generic<br>\$40 Brand<br>(91-60 Day Supply)<br>\$30 Generic<br>\$60 Brand<br>(91-100 Day Supply) | <b>Retail</b><br>\$10 Generic<br>\$25 Brand<br>(Up to 90 Day Supply)<br>\$20 Generic<br>\$50 Brand<br>(91-100 Day Supply) |
| Employee Monthly Cost 2021-2022 |  |   |   |   |   |
| Employee Only                   | 33.60  | 0   | 0   | 0   | 0   |
| Employee + One                  | 57.60  | 0   | 0   | 0   | 0   |
| Employee + Family               | 74.40  | 0   | 0   | 0   | 0   |

**Kaiser Payments Plans:**

\* For Covered Expenses Only

(2) The pharmacy copayments will not apply to out of pocket maximums for retail-enrolled in Medicare

NOTES: Copays for Infertility: Plans 1 - \$10 Copay, Plan 2 - \$15 Copay, Plan 3 - 50% Copay, Plan 4 - \$30 Copay, Plan 5 - \$35 Copay, Plans 6-8 & Wellness - 50% Copay.

Copays for Allergy injections: Plans 1-5 - No Charge, Plans 6-7 & Wellness - \$5 P or Max: Plan 8 - No Charge

Plan 8 - \$175 allowance for limited brand & contrabs every 24 months

(3) EAP - Up to 8 counseling sessions per covered member, per benefit year (max 2 sessions/courses of treatment)

This is summary is for comparison purposes only. Please refer to the actual benefit booklet for complete benefits at [www.kaiser.org/plan/documents](http://www.kaiser.org/plan/documents).

**CVT PPO Health Plans with Anthem Blue Cross and CVS/caremark  
Emergy Unified SD – CERTIFICATED**

**October 1, 2021 - September 30, 2022**

| BENEFIT  | PPO 1B  | PPO 3B  | PPO 5B  | PPO 6B   | HIP 1   | PPO Bronze  |
|--|---|---|---|--|---|---|
| <b>Calendar Year / Deductible</b>  | 50<br>Individual: \$100<br>Family: \$200  | Individual: \$100<br>Family: \$200  | Individual: \$100<br>Family: \$200  | Individual: \$300<br>Family: \$1,000   | Individual: \$1,000<br>Family: \$2,800<br>(No individual limit applies to family)                                       | Individual: \$5,000<br>Family: \$10,000   |
| <b>Coinsurance</b>   | Paid at 100%*<br>Individual: \$1,250 (I)<br>Family: \$2,500 (F)                 | Paid at 90%* after deductible is met<br>Individual: \$1,250 (I)<br>Family: \$2,500 (F)                                  | Paid at 80%* after deductible is met<br>Individual: \$3,250 (I)<br>Family: \$6,500 (F)                                  | Paid at 90%* after deductible is met<br>Individual: \$4,250<br>Family: \$8,500<br>Family = Employee with 1 or more covered dependents. No one individual will pay more than \$6,900. | Paid at 70%* after deductible is met<br>Individual: \$6,350<br>Family: \$12,700   | Paid at 70%* after deductible is met<br>Individual: \$6,350<br>Family: \$12,700   |
| <b>Calendar Year Out of Pocket Maximum (includes medical, pharmacy deductible, coinsurance, and copay) (I)</b> | Individual: \$1,250 (I)<br>Family: \$2,500 (F)                                  | Individual: \$1,250 (I)<br>Family: \$2,500 (F)  | Individual: \$3,250 (I)<br>Family: \$6,500 (F)  | Individual: \$4,250<br>Family: \$8,500<br>Family = Employee with 1 or more covered dependents. No one individual will pay more than \$6,900.   | Individual: \$6,350<br>Family: \$12,700   | Individual: \$6,350<br>Family: \$12,700   |
| <b>Doctor Visits</b>   | Primary Care - \$10 Copay<br>Specialty - \$10 Copay                             | Primary Care - \$30 Copay<br>Specialty - \$30 Copay   | Primary Care - \$30 Copay<br>Specialty - \$30 Copay   | Primary Care - \$30 Copay<br>Specialty - \$30 Copay  | Primary Care - \$30 Copay<br>Specialty - \$30 Copay   | Primary Care - \$30 Copay<br>Specialty - \$30 Copay   |
| <b>Preventive Care / Immunizations</b>   | Paid at 100%*   | Paid at 100%*   | Paid at 100%*   | Paid at 100%*  | Paid at 100%*   | Paid at 100%*   |
| <b>Outpatient Laboratory</b>   | Non-Hospital - Paid at 100%*<br>Hospital - \$50 copay, then paid at 100%*       | Non-Hospital - Paid at 90%* after deductible is met<br>Hospital - After deductible is met, \$50 copay then paid at 90%* | Non-Hospital - Paid at 90%* after deductible is met<br>Hospital - After deductible is met, \$50 copay then paid at 90%* | Non-Hospital - Paid at 90%* after deductible is met<br>Hospital - After deductible is met, \$50 copay then paid at 90%*  | Non-Hospital - Paid at 90%* after deductible is met<br>Hospital - After deductible is met, \$50 copay then paid at 90%* | Non-Hospital - Paid at 90%* after deductible is met<br>Hospital - After deductible is met, \$50 copay then paid at 90%* |
| <b>Outpatient Radiology</b>  | Non-Hospital - Paid at 100%*<br>Hospital - \$75 copay, then paid at 100%*       | Non-Hospital - Paid at 90%* after deductible is met<br>Hospital - After deductible is met, \$75 copay then paid at 90%* | Non-Hospital - Paid at 90%* after deductible is met<br>Hospital - After deductible is met, \$75 copay then paid at 90%* | Non-Hospital - Paid at 90%* after deductible is met<br>Hospital - After deductible is met, \$75 copay then paid at 90%*  | Non-Hospital - Paid at 90%* after deductible is met<br>Hospital - After deductible is met, \$75 copay then paid at 90%* | Non-Hospital - Paid at 90%* after deductible is met<br>Hospital - After deductible is met, \$75 copay then paid at 90%* |
| <b>Durable Medical Equipment</b>   | Paid at 100%*   | Paid at 100%* after deductible is met   | Paid at 90%* after deductible is met  | Paid at 80%* after deductible is met   | Paid at 90%* after deductible is met  | Paid at 70%* after deductible is met  |
| <b>Ambulance - Ground / Air</b>  | Paid at 100%* of covered charges  | Paid at 100%* of covered charges  | Paid at 90%* after deductible is met  | Paid at 80%* after deductible is met   | Paid at 90%* after deductible is met  | Paid at 70%* after deductible is met  |
| <b>Physical Therapy</b>  | Paid at 100%* (I)<br>(Copay, if applicable.)                                    | Paid at 100%* (I) after deductible is met<br>(Copay, if applicable.)  | Paid at 90%* (I) after deductible is met<br>(Copay, if applicable.)   | Paid at 80%* (I) after deductible is met<br>(Copay, if applicable.)  | Paid at 90%* (I) after deductible is met  | Paid at 70%* (I) after deductible is met  |
| <b>Chiropractic</b>  | Paid at 100%* (I)<br>(Copay, if applicable.)                                    | Paid at 90%* (I) after deductible is met<br>(Copay, if applicable.)   | Paid at 80%* (I) after deductible is met<br>(Copay, if applicable.)   | Paid at 90%* (I) after deductible is met<br>(Copay, if applicable.)  | Paid at 70%* (I) after deductible is met  | Paid at 70%* (I) after deductible is met  |
| <b>Acupuncture</b>   | Paid at 100%* (Copay, if applicable)<br>Maximum of 12 visits per calendar year* | Paid at 100%* after deductible is met<br>(Copay, if applicable)<br>Maximum of 12 visits per calendar year*              | Paid at 90%* after deductible is met<br>(Copay, if applicable)<br>Maximum of 12 visits per calendar year*               | Paid at 80%* after deductible is met<br>(Copay, if applicable)<br>Maximum of 12 visits per calendar year*  | Paid at 90%* after deductible is met<br>Maximum of 12 visits per calendar year*   | Paid at 70%* after deductible is met<br>Maximum of 12 visits per calendar year*   |



| BENEFIT   | PRO 1B   | PRO 3B   | PRO 5B   | PRO 8B   | PRO 11  | PRO 12  |
|---|--|--|--|--|---|---|
| Outpatient Surgery  | Non-Hospital - Paid at 100% after deductible is met<br>Hospital - \$250 copay then paid at 100%*   | Non-Hospital - Paid at 100% after deductible is met<br>Hospital - After deductible is met, \$250 copay then paid at 100%*                          | Non-Hospital - Paid at 90% after deductible is met<br>Hospital - After deductible is met, \$250 copay then paid at 80%*                            | Non-Hospital - Paid at 80% after deductible is met<br>Hospital - After deductible is met, \$250 copay then paid at 80%*                            | Non-Hospital - Paid at 80% after deductible is met<br>Hospital - After deductible is met, \$250 copay then paid at 80%*   | Non-Hospital - Paid at 80% after deductible is met<br>Hospital - After deductible is met, \$250 copay then paid at 80%*   |
| Hospital Inpatient  | Paid at 100%*<br>Unlimited days, Semi-private room   | Paid at 100%* after deductible is met<br>Unlimited days, Semi-private room   | Paid at 90%* after deductible is met<br>Unlimited days, Semi-private room  | Paid at 80%* after deductible is met<br>Unlimited days, Semi-private room  | Paid at 80%* after deductible is met<br>Unlimited days, Semi-private room   | Paid at 80%* after deductible is met<br>Unlimited days, Semi-private room   |
| Hospital Emergency Room   | \$100 Emergent Copay<br>\$175 Non-Emergent Copay (Copay waived if admitted as inpatient) Paid at 100%*   | \$100 Emergent Copay<br>\$175 Non-Emergent Copay (Copay waived if admitted as inpatient) After deductible is met, copay then paid at 100%*         | \$100 Emergent Copay<br>\$175 Non-Emergent Copay (Copay waived if admitted as inpatient) After deductible is met, copay then paid at 90%*          | \$100 Emergent Copay<br>\$175 Non-Emergent Copay (Copay waived if admitted as inpatient) After deductible is met, copay then paid at 80%*          | \$100 Emergent Copay<br>\$175 Non-Emergent Copay (Copay waived if admitted as inpatient) After deductible is met, copay then paid at 80%*   | \$100 Emergent Copay<br>\$175 Non-Emergent Copay (Copay waived if admitted as inpatient) After deductible is met, copay then paid at 80%*   |
| Urgent Care   | \$10 Copay   | \$20 Copay   | \$30 Copay   | \$30 Copay   | \$30 Copay  | \$30 Copay  |
| Home Health Care  | Paid at 100%*<br>Limited to 100 visits per calendar year   | Paid at 100%* after deductible is met, limited to 100 visits per calendar year   | Paid at 90%* after deductible is met, limited to 100 visits per calendar year  | Paid at 80%* after deductible is met, limited to 100 visits per calendar year  | Paid at 80%* after deductible is met, limited to 100 visits per calendar year   | Paid at 80%* after deductible is met, limited to 100 visits per calendar year   |
| Telehealth  | MDLIVE - Paid at 100%* for non-emergency medical, dermatology and behavioral health consultations. Call 1-888-532-2738 or visit www.mdlive.com/CVT | MDLIVE - Paid at 100%* for non-emergency medical, dermatology and behavioral health consultations. Call 1-888-532-2738 or visit www.mdlive.com/CVT | MDLIVE - Paid at 100%* for non-emergency medical, dermatology and behavioral health consultations. Call 1-888-532-2738 or visit www.mdlive.com/CVT | MDLIVE - Paid at 100%* for non-emergency medical, dermatology and behavioral health consultations. Call 1-888-532-2738 or visit www.mdlive.com/CVT | MDLIVE - Paid at 90%* after deductible is met Call 1-888-532-2738 or visit www.mdlive.com/CVT for non-emergency medical and dermatology consultations and behavioral health consultations and MDLIVE - Paid at 80%* after deductible is met Call 1-888-532-2738 or visit www.mdlive.com/CVT | MDLIVE - Paid at 80%* after deductible is met Call 1-888-532-2738 or visit www.mdlive.com/CVT for non-emergency medical, dermatology and behavioral health consultations. Call 1-888-532-2738 or visit www.mdlive.com/CVT |
| Medical Decision Support  | Consumer Medical - Year Medical Ally<br>Call 1-888-361-3944 or visit myconsumermedical.com for expert medical guidance                             | Consumer Medical - Year Medical Ally<br>Call 1-888-361-3944 or visit myconsumermedical.com for expert medical guidance                             | Consumer Medical - Year Medical Ally<br>Call 1-888-361-3944 or visit myconsumermedical.com for expert medical guidance                             | Consumer Medical - Year Medical Ally<br>Call 1-888-361-3944 or visit myconsumermedical.com for expert medical guidance                             | Consumer Medical - Year Medical Ally<br>Call 1-888-361-3944 or visit myconsumermedical.com for expert medical guidance  | Consumer Medical - Year Medical Ally<br>Call 1-888-361-3944 or visit myconsumermedical.com for expert medical guidance  |
| Employee Assistance Program (EAP) through Beacon Health Options | Paid at 100% - Visit www.achievsolutions.net/cv or call 1-877-397-1032 to access benefit [3]   | Paid at 100% - Visit www.achievsolutions.net/cv or call 1-877-397-1032 to access benefit [3]   | Paid at 100% - Visit www.achievsolutions.net/cv or call 1-877-397-1032 to access benefit [3]   | Paid at 100% - Visit www.achievsolutions.net/cv or call 1-877-397-1032 to access benefit [3]   | Paid at 100% - Visit www.achievsolutions.net/cv or call 1-877-397-1032 to access benefit [3]  | Paid at 100% - Visit www.achievsolutions.net/cv or call 1-877-397-1032 to access benefit [3]  |
| Prescription Drugs  | Mail Order [4]<br>\$7 Generic<br>\$15 Preferred<br>\$30 Non-Prof<br>(\$50 Day Supply)<br>(\$90 Day Supply)   | Mail Order [4]<br>\$7 Generic<br>\$15 Preferred<br>\$30 Non-Prof<br>(\$50 Day Supply)<br>(\$90 Day Supply)   | Mail Order [4]<br>\$7 Generic<br>\$15 Preferred<br>\$30 Non-Prof<br>(\$50 Day Supply)<br>(\$90 Day Supply)   | Mail Order [4]<br>\$7 Generic<br>\$15 Preferred<br>\$30 Non-Prof<br>(\$50 Day Supply)<br>(\$90 Day Supply)   | Mail Order [4]<br>\$7 Generic<br>\$15 Preferred<br>\$30 Non-Prof<br>(\$50 Day Supply)<br>(\$90 Day Supply)  | Mail Order [4]<br>\$7 Generic<br>\$15 Preferred<br>\$30 Non-Prof<br>(\$50 Day Supply)<br>(\$90 Day Supply)  |
| Temp Monthly Cost 2.02.1-2022                                   | Employee Only<br>Employee + One<br>Employee + Family   | 121.20<br>210.60<br>266.40   |  |  |   |   |

PHO Plans:

\* For Covered Expenses Only: When using Non-PRO & Other Health Care Providers, members are responsible for any difference between the covered expense and actual charges, as well as any deductible & percentage copay. All percentages are based on payments to preferred hospitals, physicians and other network providers. [1] Non-PRO: Providers limited to a combined maximum of 13 visits per year.  
 [2] Preferred members enrolled in Med Care: (1) MDLIVE Behavioral Health visits are excluded (2) Pharmacy copayments will not apply to out-of-pocket maximums (3) CVT plans only according to non-discrimination of Medicare benefits (4) Non-PRO: Pharmacy copayments will not apply to out-of-pocket maximums (5) EAP: Up to 6 counseling sessions per covered member, per benefit year (max 2 episodes/counselors of treatment). This summary is for comparison purposes only. Please refer to actual benefit booklet for complete details at www.cvmhs.com/plan-details.



**California's  
Valued Trust**

Healthcare Benefits for the Education Community

Emery Unified SD

**Delta Dental PPO Incentive Plan Summary of Benefits**  
**Effective October 1, 2021 to September 30, 2022**

| <b>Benefits and Covered Services*</b>  | <b>PPO Network **</b>  | <b>Premier Network and Out of Network **</b>                         |
|--|--|--|
| <b>Calendar Year Deductible</b>  | None   | None   |
| <b>Calendar Year Maximum Benefit</b>   | \$2,200  | \$2,000  |
| <b>Diagnostic &amp; Preventive Services</b><br>Oral Examinations: 2<br>Annual Cleanings: 2 X-rays            | Paid at: 70% - 100% *  | Paid at: 70% - 100% *  |
| <b>Basic Services</b><br>Fillings<br>Posterior Composite Restorations<br>Sealants<br>Nitrous Oxide           | Paid at: 70% - 100% *  | Paid at: 70% - 100% *  |
| <b>Periodontics</b> (gum treatment)<br>Covered Under Basic Services  | Paid at: 70% - 100% *  | Paid at: 70% - 100% *  |
| <b>Endodontics</b> (root canals)   | Paid at: 70% - 100% *  | Paid at: 70% - 100% *  |
| <b>Oral Surgery</b> (extraction)<br>Covered Under Basic Services   | Paid at: 70% - 100% *  | Paid at: 70% - 100% *  |
| <b>Major Services</b><br>Crowns, Inlays, Onlays & Cast Restorations  | Paid at: 70% - 100% *  | Paid at: 70% - 100% *  |
| <b>Prosthodontics</b><br>Bridges<br>Dentures<br>Implants   | Paid at: 70% *   | Paid at: 70% *   |
| <b>Orthodontic Benefits</b><br>Adults & Dependent Children<br>Lifetime Maximum: \$2,000<br>12 Month Wait: No | Paid at: 100% *  | Paid at: 100% *  |
| <b>Dental Accident Benefits</b>  | Paid at: 100% *<br>(\$1,000 maximum per enrollee each calendar year) | Paid at: 100% *<br>(\$1,000 maximum per enrollee each calendar year) |

\* This summary is for comparison purposes only. The Evidence of Coverage should be consulted for a detailed description of the covered benefits and is available at [www.cvtrust.org/plandocuments](http://www.cvtrust.org/plandocuments).

\*\* See back for additional details

520 E. Herndon Avenue - Fresno, CA 93720 - P 559-437-2960 - F 559-437-2965 - 800-CVT-9870 - cvtrust.org

*What are my Delta Dental Network options?*

The Delta Dental PPO plan allows you the option to visit any licensed dentist. You will usually save more on your out-of-pocket costs when you visit a **Delta Dental PPO** dentist. The **Delta Dental Premier** network also provides cost-saving features and is the next best option when you can't find a PPO dentist. Non-Delta Dental (Out of Network) dentists have no fee agreements with Delta Dental, so you will usually have the highest out-of-pocket costs when you visit a non-Delta Dental dentist. You are responsible for the difference between what Delta Dental pays and the dentist's fee.

*How do I find a Delta Dental dentist?*

To locate a Delta Dental dentist near you, check the dentist directory on the Delta Dental website (**deltadentalins.com**), which also provides a map to the dental office. Or, to hear or receive a faxed listing of dentists in your area, call **866-499-3001**. Follow the automated instructions to search for a dentist.

*How does my Delta Dental incentive plan work?*

Your dental benefit incentive plan is designed to encourage regular visits to the dentist to keep your teeth and gums healthy. Here is an example of how an incentive plan works. (This is the most common incentive plan. Check your benefits information for details of your particular incentive plan.)

|   |                                  |                                 |                                   |
|---|----------------------------------|---------------------------------|-----------------------------------|
| <b>First Year</b><br><b>70%</b>   | <b>Second Year</b><br><b>80%</b> | <b>Third Year</b><br><b>90%</b> | <b>Fourth Year</b><br><b>100%</b> |
| Percentage paid for certain benefits<br>as long as you visit the dentist each year. |                                  |                                 |                                   |

*What are my online resources?*

The full Delta Dental website is a one-stop-shop for plan and oral health information. Also available in Spanish: **es.deltadentalins.com**.

Create a free Online Services account at **deltadentalins.com** to:

- Locate a Delta Dental dentist
- Check benefits, eligibility, and claim status
- Opt for paperless statements
- View or print your ID card
- Check average dental costs in your area

Check out **Your Dental Plan Support Guide** for money-saving tips and treatment information. And, don't miss **mysmileway.com** – a great resource for oral health-related tools and tips.

**Mobile?** Get the information you need on the go. Bookmark or add a shortcut to the mobile site to return in just one tap from your phone. Download the free, convenient smartphone Delta Dental app from the App Store or Google Play.



**A LOOK AT YOUR  
VSP VISION COVERAGE**

**SEE HEALTHY AND LIVE HAPPY  
WITH HELP FROM CALIFORNIA'S VALUED  
TRUST - PLAN C \$15.00 COPAY AND VSP.**



Enroll in VSP® Vision Care to get personalized care from a VSP network doctor at low out-of-pocket costs.

**VALUE AND SAVINGS YOU LOVE.**

**\$** Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras for additional savings.

**PROVIDER CHOICES YOU WANT.**

**PREMIER PROGRAM** With an average of five VSP network doctors within six miles of you, it's easy to find a nearby in-network doctor or retail chain. Plus, maximize your coverage with bonus offers and additional savings that are exclusive to Premier Program locations.

**Prefer to shop online?** Use your vision benefits on Eyeaonic®—the VSP preferred online retailer.

**QUALITY VISION CARE YOU NEED.**

You'll get great care from a VSP network doctor, including a WellVision Exam®—a comprehensive exam designed to detect eye and health conditions.

**USING YOUR BENEFIT IS  
EASY!**

Create an account on [vsp.com](http://vsp.com) to view your in-network coverage, find the VSP network doctor who's right for you, and discover savings with exclusive member extras. At your appointment, just tell them you have VSP.

**GET YOUR PERFECT PAIR**

|  |
|--|
| <p><b>EXTRA \$20</b> +</p> <p>TO SPEND ON<br/>FEATURED FRAME BRANDS*</p> <p>bebe CALVIN KLEIN GOLF HAAS REXON<br/>LADOSTE  NEW WEST</p> <p><small>SEE MORE BRANDS AT <a center;"="" href="http://VSP.COM/OFFERS&lt;/a&gt;&lt;/small&gt;&lt;/p&gt; &lt;/td&gt; &lt;td style=" text-align:=""> <p>UP<br/>TO</p> <p><b>40%</b></p> <p>SAVINGS ON LENS<br/>ENHANCEMENTS</p> </a></small></p> |
|--|

**Enroll today.**  
Contact us: 800.877.7195 or [vsp.com](http://vsp.com)

**YOUR VSP VISION BENEFITS SUMMARY**  
**2021-2022**  
**Emery Unified SD**



**PROVIDER NETWORK: VSP Signature**

| BENEFIT                                  | DESCRIPTION   | COPAY                        | FREQUENCY       |
|--|---|------------------------------|-----------------|
| <b>YOUR COVERAGE WITH A VSP PROVIDER</b> |   |                              |                 |
| <b>WELLVISION EXAM</b>                   | <ul style="list-style-type: none"> <li>Focuses on your eyes and overall wellness</li> </ul>   | \$15.00 for exam and glasses | Every 12 months |
| <b>PRESCRIPTION GLASSES</b>              |   |                              |                 |
| <b>FRAME</b>                             | <ul style="list-style-type: none"> <li>\$150 allowance for a wide selection of frames</li> <li>\$170 allowance for featured frame brands</li> <li>20% savings on the amount over your allowance</li> <li>\$80 Costco® frame allowance</li> </ul>  | Combined with exam           | Every 12 months |
| <b>LENSES</b>                            | <ul style="list-style-type: none"> <li>Single vision, lined bifocal, and lined trifocal lenses</li> <li>Polycarbonate lenses for dependent children</li> <li>Standard progressive lenses</li> <li>Tints/Photochromic adaptive lenses</li> </ul>   | Combined with exam<br>\$0    | Every 12 months |
| <b>LENS ENHANCEMENTS</b>                 | <ul style="list-style-type: none"> <li>Premium progressive lenses</li> <li>Custom progressive lenses</li> <li>Average savings of 35-40% on other lens enhancements</li> </ul>   | \$80 - \$90<br>\$120 - \$160 | Every 12 months |
| <b>CONTACTS (INSTEAD OF GLASSES)</b>     | <ul style="list-style-type: none"> <li>\$120 allowance for contacts and contact lens exam (fitting and evaluation)</li> <li>15% savings on a contact lens exam (fitting and evaluation)</li> </ul>  | \$0                          | Every 12 months |
| <b>EXTRA SAVINGS</b>                     | <p><b>Glasses and Sunglasses</b></p> <ul style="list-style-type: none"> <li>Extra \$20 to spend on featured frame brands. Go to <a href="http://vsp.com/offers">vsp.com/offers</a> for details.</li> <li>30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam.</li> </ul> <p><b>Retinal Screening</b></p> <ul style="list-style-type: none"> <li>No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam</li> </ul> <p><b>Laser Vision Correction</b></p> <ul style="list-style-type: none"> <li>Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li> <li>After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor</li> </ul> |                              |                 |

**YOUR COVERAGE WITH OUT-OF-NETWORK PROVIDERS**

Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.

Coverage with a retail chain may be different or not apply. Once your benefit is effective, visit [vsp.com](http://vsp.com) for details. VSP guarantees coverage from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.

\*Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change. Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.

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SAMPLE HIGH SCHOOL BLOCK SCHEDULE

| Emery High School Block Schedule. |          |               |          |          |
|-----------------------------------|----------|---------------|----------|----------|
| Monday                            | Tuesday  | Wednesday O/E | Thursday | Friday   |
| Period 1                          | Period 2 | Period 1/2    | Period 1 | Period 2 |
| Passing                           | Passing  | Passing       | Passing  | Passing  |
| Period 3                          | Period 4 | Period 3/4    | Period 3 | Period 4 |
| Lunch                             | Lunch    | Lunch         | Lunch    | Lunch    |
| Passing                           | Passing  | Passing       | Passing  | Passing  |
| Period 5                          | Period 6 | Period 5/6    | Period 5 | Period 6 |
| Passing                           | Passing  | Passing       | Passing  | Passing  |
| Period 7                          | Period 8 | Period 7/8    | Period 7 | Period 8 |

If there is no school on an instructional day, the current Wednesday will follow the off-day's even/odd period sequence.

This Block Schedule allows for a daily prep block.

# **Memorandums of Understanding**

**Side Letter of Agreement  
Secondary Bell Schedule  
2016-2017**

**This document represents a Side Letter of Agreement to the Collective Bargaining Agreement between the Emery Teachers Association (ETA) and the Emery Unified School District (EUSD).**

**The two parties agree to the following:**

**Effective August 25, 2016, Article VI, "Hours Work Day," the two parties agree to replace the language in section G, 4 (a) with the following language: "All teachers serving students in grades 9, 10, 11 and 12 assigned to teach an eight (8) period, modified block day shall have one preparation period per "blocked day" equal to the length of one block period (93 uninterrupted minutes). A "blocked day" shall consist of four (4), 93 minute periods per day on Monday, Tuesday, Thursday and Friday throughout the school year.**

- a. Wednesday periods meet on an odd and even schedule. Period 1, 3, 5 and 7 on one week followed by periods 2, 4, 6 and 8 on the following week throughout the year. Teachers shall have one blocked preparation period of 72 uninterrupted minutes on each Wednesday."**
- 2. Effective August 25, 2016, Article VI, "Hours Work Day," the two parties agree to replace the language in section G, 4 (b) with the following language: "The bell schedule at Emery Secondary School shall be an eight (8) period modified block schedule for the school year 2016-2017. This language will be in effect for the 2016-2017 school year only."**
- 3. It is agreed that all other aspects of Article VI not covered by this Side Letter of Agreement remain in place as agreed to by the Emery Teacher's Association and the Emery Unified School District.**

**This Side Letter of Agreement shall be grievable under Article XIV of the Collective Bargaining Agreement.**



*Dawn Turner*  
Dawn Turner, ETA President

*Johy Rubio*  
Superintendent Johy Rubio

*12/12/12*  
Date

*12/12*  
Date

Example:

| 2016-17 Bell Schedule                            |  |   |  |  |
|--|--|---|--|--|
| Monday   | Tuesday  | Wednesday O/E                                   | Thursday   | Friday   |
| <b>Block 1</b><br>8:30am - 10:03am<br>93 minutes | <b>Block 2</b><br>8:30am - 10:03am<br>93 minutes | <b>Block 1/2</b><br>8:30 - 9:42<br>72 minutes   | <b>Block 1</b><br>8:30am - 10:03am<br>93 minutes | <b>Block 2</b><br>8:30am - 10:03am<br>93 minutes |
| <b>Passing</b><br>10:03am - 10:07am<br>4 minutes | <b>Passing</b><br>10:03am - 10:07am<br>4 minutes | <b>Passing</b><br>9:42 - 9:46<br>4 minutes      | <b>Passing</b><br>10:03am - 10:07am<br>4 minutes | <b>Passing</b><br>10:03am - 10:07am<br>4 minutes |
| <b>Block 3</b><br>10:07 - 11:40am<br>93 minutes  | <b>Block 4</b><br>10:07 - 11:40am<br>93 minutes  | <b>Block 3/4</b><br>9:46 - 10:58<br>72 minutes  | <b>Block 3</b><br>10:07 - 11:40am<br>93 minutes  | <b>Block 4</b><br>10:07 - 11:40am<br>93 minutes  |
| <b>Lunch</b><br>11:40pm - 12:16pm<br>36 minutes  | <b>Lunch</b><br>11:40pm - 12:16pm<br>36 minutes  | <b>Lunch</b><br>10:58 - 11:33<br>35 minutes     | <b>Lunch</b><br>11:40pm - 12:16pm<br>36 minutes  | <b>Lunch</b><br>11:40pm - 12:16pm<br>36 minutes  |
| <b>Passing</b><br>12:16pm - 12:20pm<br>4 minutes | <b>Passing</b><br>12:15pm - 12:20pm<br>4 minutes | <b>Passing</b><br>11:33 - 11:37<br>4 minutes    | <b>Passing</b><br>12:16pm - 12:20pm<br>4 minutes | <b>Passing</b><br>12:18pm - 12:20pm<br>4 minutes |
| <b>Block 5</b><br>12:20pm - 1:53pm<br>93 minutes | <b>Block 6</b><br>12:20pm - 1:53pm<br>93 minutes | <b>Block 5/6</b><br>11:37 - 12:49<br>72 minutes | <b>Block 5</b><br>12:20pm - 1:53pm<br>93 minutes | <b>Block 6</b><br>12:20pm - 1:53pm<br>93 minutes |
| <b>Passing</b><br>1:53pm - 1:57pm<br>4 minutes   | <b>Passing</b><br>1:53pm - 1:57pm<br>4 minutes   | <b>Passing</b><br>12:49 - 12:53<br>4 minutes    | <b>Passing</b><br>1:53pm - 1:57pm<br>4 minutes   | <b>Passing</b><br>1:53pm - 1:57pm<br>4 minutes   |
| <b>Block 7</b><br>1:57pm - 3:30pm<br>93 minutes  | <b>Block 8</b><br>1:57pm - 3:30pm<br>93 minutes  | <b>Block 7/8</b><br>12:53 - 2:05<br>72 minutes  | <b>Block 7</b><br>1:57pm - 3:30pm<br>93 minutes  | <b>Block 8</b><br>1:57pm - 3:30pm<br>93 minutes  |
| <b>Instructional Time:</b><br>6 hrs 24 minutes   | <b>Instructional Time:</b>                       | <b>Instructional Time:</b>                      | <b>Instructional Time:</b>                       | <b>Instructional Time:</b>                       |

|            |            |            |            |
|------------|------------|------------|------------|
| 01/01/2014 | 01/01/2014 | 01/01/2014 | 01/01/2014 |
|------------|------------|------------|------------|

8825

**Memorandum of Understanding  
Between  
Emery Teachers Association and Emery Unified School District**

**Terms of Agreements  
for**

**July 1, 2017 – June 30, 2019**

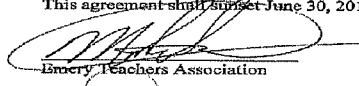
The Emery Unified School District and Emery Teachers Association are parties to a collective bargaining unit that expires June 30, 2019.

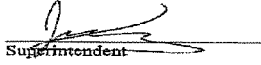
The Parties agree that Emery High School bell schedule for the academic years 2017-2018 and 2018-2019 shall be an 8 (eight) period modified block day.

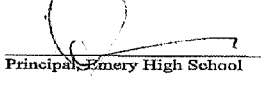
Class periods shall be 93 (ninety-three) minutes in length on Mondays, Tuesdays, Thursdays and Fridays. Wednesdays will consist of 72 (seventy-two) minute periods in length. Passing periods will be of 4 (four) minutes in length.

All teachers will receive one uninterrupted preparation periods per day equal to the length of a class period per day equal to the length of a class period for that day.

This agreement shall sunset June 30, 2019 unless extended in writing by the Parties.

  
\_\_\_\_\_  
Emery Teachers Association

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Principal, Emery High School

## MEMORANDUM OF UNDERSTANDING

### Emery Unified School District and Emery Teachers Association December 12, 2019

This Memorandum of Understanding ("MOU") is between the Emery Unified School District ("District") and the Emery Teachers Association ("ETA"), collectively referred to as "the Parties." The Parties agree as follows:

1. **City of Emeryville ("City") and Outside Use of Instructional Space After Student Instructional Day**
  - A. The District will ensure the following:
    1. All workspaces used by outside or City groups are locked after their use.
    2. Classroom supplies, materials, or resources will not be used by the outside or City groups sharing the teachers classroom or workspace. The Parties understand that classroom equipment such as SmartBoard, TV, projector, may be used by outside or City groups.
    3. Any District-issued classroom supplies, materials, resources or equipment, which includes any materials a unit member receives from community partner donations; or approved personal property of a bargaining unit member that is used for educational purposes consistent with Article XI, subdivision D, that is reported by the teacher as damaged, missing or misused by the outside or City group will be replaced by the District within seventy-two (72) hours of receipt of such report, unless the replacement is unavailable and must be ordered in which case it will be replaced as soon as practical.
      - a. Any such report of damaged, missing, or misused classroom supplies, materials, resources, or equipment must be made within twenty-four hours of discovery to ensure that any deposit made by the outside group can be retained to cover the cost of replacing such items.
      - b. Such report shall be made using the process and form described in Paragraph 2 of this MOU.
  - B.
    1. Commencing December 15, 2019, the District will provide each teacher whose instructional space with a form (Attachment 1) to allow the District employee to communicate expectations for use of the room and identify any areas that should be avoided by the City or outside group. The teacher and ETA President shall receive a copy of the completed form.

(SR407823) 1

2. Instructional space designated for use by outside groups will be equally distributed and rotated to the extent possible.

3. Consistent with Article VI, section K, employees whose work space will be used by an outside group will be notified at least two (2) weeks in advance of the start date for the use.

**2. Reporting Misuse of or Damage to Instructional Space After Student Instructional Day**

A. In the event a District employee whose instructional space is used by the City or outside groups after the Instructional Day observes misuse of or damage to the instructional space, the employee shall do the following:

1. Complete the attached form (Attachment 2) noting the misuse or damage that occurred and take photographs of the misuse or damage to the extent possible.
2. In the event a room is left unlocked that should be reported on the attached form.
3. Return the form within twenty-four hours (to allow any deposit made by the outside group to be retained to cover the cost of the damage) to the site principal.
4. The ETA President will receive a copy of any form submitted by an employee pursuant to this section.
5. The District and ETA representatives will work together to develop an electronic form in which the forms could be located for ease in reporting and communication.

**3. Reimbursement to Employees for Misused or Damaged Instructional Space After Student Instructional Day**

A. An employee who timely reports misuse or damage to their instructional space after use by the City or outside group, consistent with paragraph 2 above, and who, as a result of the misuse or damage is required to recreate materials or clean up after misuse or damage, shall submit a timesheet and receive reimbursement of up to one-hour at the non-instructional hourly rate consistent with the timelines set forth on the timesheet.

4. Within three (3) months of the full execution of this MOU, the District, ETA leaders and their CTA representative, will meet to review the status of this MOU, complaints

{SR407823}2

received to date and responses thereto, and costs incurred as a result of misuse or damage by the City or outside groups.

5. Term of MOU

This MOU is a pilot program and shall remain in effect until June 30, 2020, unless the Parties agree to terminate earlier. This MOU may be altered or extended by mutual agreement of the Parties.

FOR DISTRICT:

Quiana Scott  
Dr. Quiana Scott, Superintendent  
Emery Unified School District

12/12/19  
Date

Marion Hamel  
12/12/19  
Date

\_\_\_\_\_  
Date

FOR ETA:

Tom Salvatore  
Tom Salvatore, Bargaining Chair  
Emery Teachers Association

12/12/19  
Date

Gasalw  
12/12/19  
Date

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
EMERY TEACHERS ASSOCIATION AND THE  
EMERY UNIFIED SCHOOL DISTRICT**

**Summer School**

This Memorandum of Understanding (MOU) is entered between the Emery Teachers Association and the Emery Unified School District for the purpose of summer school (credit recovery and Special Education Extended School Year) program.

The MOU will become effective immediately in the 2020-2021 school year upon ratification between the ETA and the Emery Unified School District Board of Education.

The current Collective Bargaining Agreement (CBA) between the parties remains in effect, with addition of the MOU to be enforced for the duration of the contract.

Effective this year, the summer school credit recovery program will be as follows:

- Three (3) hours of direct instruction and/or consultation daily Monday- Thursday. Starting June 22, 2020, through July 17, 2020.

Effective this year, Special Education Extended School Year program will be as follows:

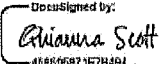
- Up to three and a half (3.5) hours of direct instruction daily and six (6) hours of prep weekly, starting June 22nd, 2020 through July 17th, 2020.

ETA members shall have the first right of refusal.

This MOU is entered by the parties on June 12th, 2020, and is agreed to by the following representatives.

This MOU shall expire in full without precedent on July 17, 2020, unless extended by mutual written agreement.

For Emery Teachers Association:

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 Dr. Quiana Scott, Superintendent  
 6/16/2020

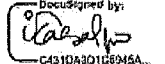
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 Marian Harrell, HR Director

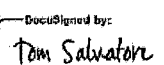
6/16/2020

Date

For Emery Unified School District:

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 Ericka Castillo, ETA President  
 6/15/2020

Date

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 \_\_\_\_\_  
 Tom Salvatore, ETA Bargaining Chair

6/16/2020

Date



**MEMORANDUM OF UNDERSTANDING  
USE of INSTRUCTIONAL SPACES  
Emery Unified School District and Emery Teachers Association  
May 4, 2021**

This Memorandum of Understanding ("MOU") is between the Emery Unified School District ("District") and the Emery Teachers Association ("ETA"), collectively referred to as "the Parties."

The Parties agree as follows:

1. The City of Emeryville ("City") and Outside Use of Instructional Space After Student Instructional Day.

The District will ensure the following:

2. All workspaces used by outside or City groups are locked after their use.
3. Classroom supplies, materials, or resources will not be used by the outside or City groups sharing the teachers' classroom or workspace. The Parties understand that classroom equipment such as SmartBoard, TV, projector, may be used by outside or City groups.
4. Any District-issued classroom supplies, materials, resources, or equipment, which includes any materials a unit member receives from community partner donations; or approved personal property of a bargaining unit member that is used for educational purposes consistent with Article XI, subdivision D, that is reported by the teacher as damaged, missing or misused by the outside or City group will be replaced by the District within seventy-two (72) hours of receipt of such report, unless the replacement is unavailable and must be ordered in which case it will be replaced as soon as practical.
  - 4.1. Any such report of damaged, missing, or misused classroom supplies, materials, resources, or equipment must be made within twenty-four hours of discovery to ensure that any deposit made by the outside group can be retained to cover the cost of replacing such items.
  - 4.2. Such a report shall be made using the process and form described in Paragraph 2 of this MOU.
5. The District will provide each teacher whose instructional space with a form (Attachment 1) to allow the District employee to communicate expectations for use of the room and identify any areas that should be avoided by the City or outside the group. The teacher and ETA President shall receive a copy of the completed form. {SR400319}1

6. Instructional space, including the library and computer labs, designated for use by outside groups (rentals) will be equally distributed and rotated. Use of space will be coordinated with site administrators.

- 6.1 For rentals, non-instructional spaces including but not limited to the gym, conference rooms, cafeteria, Building A and the Teen Center, library classroom D118, to the greatest extent possible, will be scheduled first to minimize any disruptions to classrooms and learning spaces

- 6.2 Instructional spaces not designated for ongoing school programs and City of Emeryville after-school recreation programs may be rented for up to one semester.

- 6.2.1 Once the one semester -is used in an instructional space, groups and renters will rotate to another instructional space to the greatest extent possible.

- 6.2.2 Only until all instructional spaces have exhausted their one semester, may an instructional space be used again to the greatest extent possible.

7. Consistent with Article VI, section K, employees whose workspace will be used by an outside group will be notified at least two (2) weeks in advance of the start date for the use.

- 7.1 All ETA members will have access to rental Calendars, schedules including start and end times, and program rotations.

8. Reporting Misuse of or Damage to Instructional Space After Student Instructional Day.

- 8.1 In the event a District employee whose instructional space is used by the City or outside groups after the Instructional Day observes misuse of or damage to the instructional space, the employee shall do the following:

- 8.1.1 Complete the attached form (Attachment 2) noting the misuse or damage that occurred and take photographs of the misuse or damage to the extent possible.

- 8.1.2 In the event a room is left unlocked that should be reported on the attached form.

9. Return the form within twenty-four hours (to allow any deposit made by the outside group to be retained to cover the cost of the damage) to the site principal.
10. The ETA President will receive a copy of any form submitted by an employee pursuant to this section.

11. The District and ETA representatives will work together to develop an electronic form in which the forms could be located for ease in reporting and communication.

12. Reimbursement to Employees for Misused or Damaged Instructional Space After Student Instructional Day

12.1 An employee who timely reports misuse or damage to their instructional space after use by the City or outside group, consistent with paragraph 2 above, and who, as a result of the misuse or damage is required to recreate materials or clean up after misuse or damage, shall submit a timesheet and receive reimbursement of up to one-hour at the non-instructional hourly rate consistent with the timelines set forth on the timesheet.

13. Within three (3) months of the full execution of this MOU, the District, ETA leaders, and their CTA representative will meet to review the status of this MOU, complaints {SR400319}2 received to date and responses thereto, and costs incurred as a result of misuse or damage by the City or outside groups.

14. Term of MOU

14.1 This MOU is a pilot program and shall remain in effect until June 30, 2022, unless the Parties agree to terminate earlier. This MOU may be altered or extended by mutual agreement of the Parties.

FOR DISTRICT:

Quana Smith 8/23/21  
SUPERINTENDENT

Marion Howell  
Director of Human Resources 8/23/2021

FOR ETA:

Chasale  
Erika Castillo 8/23/2021  
ETA President

Salvatore  
Brazing Chair  
8/23/2021