

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

AND

**THE CORONA-NORCO TEACHERS ASSOCIATION/
CALIFORNIA TEACHERS ASSOCIATION/
NATIONAL EDUCATION ASSOCIATION**

THE CORONA-NORCO UNIFIED SCHOOL DISTRICT

July 1, 2018 to June 30, 2021

Year 1: 7/1/18 – 6/30/19

Ratified by CNTA on September 6th, 2018

Yes: 89.5% No: 9.6%

Abstentions:0.8%

Approved by CNUSD Board of Trustees on

A RELATIONSHIP COMPACT

Purpose

The Corona-Norco Teachers' Association and the Corona-Norco Unified School District are committed to our innovative professional relationship.

The Association and the District have successfully established and maintained a collaborative relationship based upon the principles and strategies that underpin Interest Based Bargaining since the early 1990's. Our desire is to build, maintain, and expand relationships based upon these principles and strategies throughout the District.

The foundation of these relationships will transcend the differences in interests, will endure the changes in leadership of both organizations, and will extend beyond the legal and contractual requirements.

A "tenet" is defined as an established fundamental belief. The Association and the District have identified four chief tenets that are the essential components of this innovative relationship:

- I. process based collaboration
- II. strong trust
- III. flexible and focused leadership
- IV. vigorous communication

Together, both parties will use this compact to model and practice behaviors that promote an enduring cooperation.

Tenet Number I: COLLABORATION

"Alone we can do so little; together we can do so much." -- Helen Keller

Our relationship will be founded on a model of interest-based collaboration. The process of solving problems will require collaborative attention and a commitment to the concept that the most effective resolutions come out of high functioning teams. Organized groups with a sincere commitment to this process, provide the opportunity for rich discussion. That interdependence of the group deepens learning and fuels the energy necessary for creatively solving the complex challenges.

Tenet Number II: TRUST

"Trust is the foundation of real teamwork, and that teamwork begins by building trust." --Patrick Lencioni

In an interest-based collaborative relationship we agree that trust is essential, and is the foundation of a successful problem solving process. An organizational relationship that is grounded in behaviors of trust will promote the needed discussion, debate, and creativity to meet

the demands of district-wide challenges. We will identify and use consistent behaviors that build trust, and serve to strengthen the working relationship between the Association and District.

Tenet III: LEADERSHIP

“Leadership is solving problems.” -- Colin Powell

Our commitment to interest based collaboration will serve as a model of effective behaviors and interactions for all individuals, teams, and groups in the district. Leadership is practiced not so much in words as in attitude and in actions. Our attitude towards district wide problem solving will be proactive, solution oriented and focused on common interests in order to provide the leadership needed to meet the challenges of an ever changing educational environment. This leadership tenet will provide a collective value to CNUSD.

Tenet IV: COMMUNICATION

“Communication is the real work of leadership.” -- Nitin Nohria

Our relationships and daily work will be based in effective communication. We believe in timely and transparent behaviors that build upon an established trust, and the belief that all stakeholders must be well informed. It is important that we use multiple strategies of communication to meet the varied needs of those who have tasked us to lead. The quote by Steven Covey, “Seek first to understand, then be understood,” is the basis for communication in a thriving organization.

Actions to Support the Compact

A common interest is the expansion of the Interest Based Bargaining principles and strategies to decision-making beyond the negotiating table.

- Ongoing Professional Development
- Leadership Training
- Interest Based Decision Making Training (Trainer of Trainers Model)
- Identification of areas for ACBD (Always Consult Before Deciding)
- Provide opportunities for facilitated practice
- Expand methods and strategies of communication
- Develop a team of process facilitators

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ARTICLE 1. AGREEMENT

1 1.1 This Agreement is made and entered into this 1st day of July 2018, by and between the
2 Corona-Norco Unified School district (hereinafter referred to as District) and the Corona-
3 Norco Teachers Association/California Teachers Association/National Education
4 Association (hereinafter referred to as “Association”), the recognized exclusive
5 representative of the unit members as defined in Article 2.

6 1.2 The District and the Association recognize the extraordinary economic circumstance
7 facing the State of California and the need to call for extraordinary measures. The
8 District and the Association have collaboratively developed solutions that protect jobs,
9 programs for the students, and District solvency. The District and the Association agree,
10 upon restoration, either party may propose to reinstate any of these Articles as part of the
11 reopeners on Salary and Fringe. The District and the Association agree to the duration of
12 this agreement from July 1, 2018 through June 30, 2021.

13 1.3 The parties reserve the right to reopen negotiations on any article in this contract by
14 mutual agreement.

ARTICLE 2. RECOGNITION

1 2.1 The District recognizes the Association as the exclusive representative for those certified unit
2 members employed in the following classifications:

3 Adult Ed Teacher	Resource Specialist (RS)
4 Child Welfare & Attendance Counselor	Student Advisor
5 Classroom Teacher	Teacher of Adaptive Physical Education (APE)
6 Counselor	Teacher of Aurally Handicapped (AH)
7 Director of Student Athletics	Teacher of Communication Handicapped (CH)
8 Gifted/Talented Program Specialist	Teacher of Home/Hospital Instruction (H&H)
9 Gifted/Talented Teacher	Teacher of Learning Handicapped (LH)
10 Intern Teacher	Teacher of Mild/Moderate Disabilities
11 Language Arts/Reading Specialist	Teacher of Physically Handicapped (PH)
12 Lang/Speech/Hearing Specialist (LSH)	Teacher of Severely Handicapped (SH)
13 Librarian	Teacher of Visually Handicapped (VH)
14 Program Specialist	Teacher on Special Assignment
15 Psychologist	Temporary Teacher
16 Orientation and Mobility Specialist (OMS)	Traveling Teacher
17 Regular Probationary or Permanent	

18 2.2 After the effective date of this Agreement, should the District create classifications of certified
19 unit members in addition to those listed above, such classifications shall be included in the
20 certified unit members' bargaining unit unless such classifications are management,
21 confidential, or supervisory, as defined by the statute.

22 2.3 Beginning with the 2005-06 school year, the bargaining unit positions of Athletic Directors
23 and Activities Directors at the comprehensive high schools shall be phased out of the unit and
24 converted to administrative positions. In doing so, the following procedures shall be followed:

- 25 (a) Except as provided in (b) below, each conversion shall be on a position-by-position
26 basis and shall be converted through attrition.
- 27 (b) A bargaining unit member currently holding the position of Athletic Director or
28 Activities Director shall be given the choice to remain a member of the bargaining
29 unit or go to the new administrative position if she/he meets the qualifications
30 established by the District.
- 31 (c) Those remaining in the bargaining unit shall not be removed from the position for the
32 express purpose of converting the position to an administrative position.

ARTICLE 2. RECOGNITION

2.4 Beginning with the 2019-2020 school year, the bargaining unit positions of Student Advisors at the high schools/intermediate schools shall be phased out of the unit and converted to administrative positions. In doing so, the following procedures shall be followed:

(a) Except as provided in (b) below, each conversion shall be on a position-by-position basis and shall be converted through attrition.

(b) A bargaining unit member currently holding the position of Student Advisor shall be given the choice to remain a member of the bargaining unit or go to the new administrative position if she/he meets the qualifications established by the District.

(c) Those remaining in the bargaining unit shall not be removed from the position for the express purpose of converting the position to an administrative position.

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

May 20, 2014

This memorandum of understanding is entered into by and between the Corona-Norco Unified School District and Corona-Norco Teachers Association concerning Article 2.1, Recognition. The District recognizes the Association as the exclusive representative for Temporary Specialists.

Continuing from July 1, 2013, CNUSD shall give employment contracts to Temporary Specialist Employees (Temp Specialists).

Article 1-8 shall apply to Temp Specialists.

Article 9, Miscellaneous Provisions, shall not apply to Temp Specialists except that:

Article 9.1-9.14 and 9.17-9.20 shall apply.

Article 10, Hours of Employment, shall not apply to Temp Specialists except that 10.1 will include Temp Specialists as Classroom Teachers, and 10.3 shall apply. The following shall apply:

Employment contracts shall be for no longer than 130 days per school year.

Temp Specialists hours may not exceed 28.75 work hours per week.

Temp Specialists contracts will be 5.75 hours per day plus a 30 minute duty free lunch or 3.5 hours per day.

The work week shall be consistent from week to week, but the hours may be flexed with reason notification.

ARTICLE 2. RECOGNITION

1 Temp Specialists may be used for playground duty, before, during, or after the student day during the
2 regular instructional year if it is within their 5.75 hours and after all other certificated teachers
3 have been offered the available work. They may be used for this purpose during intersessions.

4 Temp Specialists may attend staff meetings, SSTs, IEPs, or PCTs only if inside their
5 contractual work day.

6 Article 11, Unit Member Safety, shall apply to Temp Specialists except that:

7 Article 11.6 and 11.7 shall not apply.

8 Article 12, Class Size, shall not apply. The following shall apply:

9 Class size for a Temp Specialist shall not exceed 34.

10 Temp Specialists shall not be included in calculations to determine class size ratios.

11 Article 13, Leaves, shall not apply. The following shall apply:

12 Temp Specialists shall earn sick leave at a rate of .054 day of leave per full workday of
13 service.

14 This leave is accumulatable as prescribed by statute.

15 Article 13.2 (b), 13.2 (c), 13.3, 13.4, 13.5, 13.8, 13.9, and 13.10 shall apply as applicable per
16 statute.

17 Article 14, Transfer Policy, shall not apply.

18 Article 15, Certificated Unit Member Evaluation Procedures, shall not apply. The following
19 shall apply:

20 The District may evaluate the Temp Specialist at the discretion of the district on the Substitute
21 Teacher Evaluation Form.

22 Article 16, Salaries, shall not apply.

23 Temp Specialists shall be paid according to the Salary Schedule for Temp Specialists
24 (attached). This Salary Schedule shall reflect the negotiated salary adjustment.

25 Temp Specialists shall be paid as a Temp Specialist I or II based on the 2016-2017. Temp
26 Specialist Employment Contract/Job Description (attached).

27 Temp Specialists IA (5.75 hours per day) shall receive 15.876 units per day on step 2 not to
28 exceed 28.75 hours per week (\$158.76).

29 Temp Specialists IB (5.75) hours per day) shall receive 13.612 units per day on step 3 not to
30 exceed 28.75 hours per week (\$204.18).

31 Temp Specialists 1C (5.75 hours per day) shall receive 13.610 units per day on step 4 not to
32 exceed 28.75 hours per week (\$272.21).

33 Temp Specialists IA (3.5 hours per day) shall receive 9.664 units per day on step 3 not to
34 exceed 17.5 hours per week (\$96.64).
35

ARTICLE 2. RECOGNITION

1 Temp Specialists IB (3.5 hours per day) shall receive 8.286 units per day on step 3 not to
2 exceed 17.5 hours per week (\$124.29).

3 Temp Specialists IC (3.5 hours per day) shall receive 8.285 units per day on step 4 not to
4 exceed 17.5 hours per week (\$165.69).

5 Temp Specialists shall not accumulate experience years to be used for advancement on the
6 Certificated Basic Work Year Salary.

7 Article 17, Unit members benefits shall not apply. The following shall apply:

8 Temp Specialists may individually purchase medical and life insurance benefits through the district at
9 the same rates as Unit Members working at least 138 days in a school year.

10 Article 18, Unit Member Travel, shall apply.

11 Article 19, Part Time employment with Full Retirement Credit, shall not apply.

12 Article 20, Grievance Procedure, shall apply.

13 Article 21, summer School, shall not apply.

14 Article 22, Professional Growth, shall not apply

15 Article 23, Year Round School, shall not apply except that:
16 Article 23.5, 23.8, 23.16 shall apply.

17 Article 24, Intermediate Schools, shall not apply.

18 Article 25, Medicare, shall not apply.

19 Article 26, Special Education, shall not apply.

20 Article 27, Educational Innovations, shall not apply.

21 Article 28, Site Based Decision Making shall apply.

22 Article 29, Staff Buy-Back Day Language, shall not apply.

23 Article 30, Peer Assistance and Review, shall not apply.

24 Article 31, Shared Contracts, shall not apply.

25 None of the appendices shall apply.

26 At the discretion of the District, during periods a person is not on a contract as a Temp Specialist, the
27 employee may work as day-to-day and long-term substitutes for the CNUSD so long as these duties
28 are differentiated from those required by their Temp Specialists contracts.

29 Temp Specialists may apply for any openings within the District for which they are qualified.

30 Temp Specialists may be released at the discretion of the District in accordance with the California
31 Education Code.

32

ARTICLE 2. RECOGNITION

- 1 Temp Specialists may not be the teacher of record.
- 2 Teachers may not be asked to provide input in the evaluation of a Temp Specialist.
- 3 Teachers working with Temp Specialists will provide academic guidance to the Temp Specialists.
- 4 Site administration will direct the assignments of the Temp Specialists.
- 5 Site administration and the teacher will collaborate on the format of instruction provided to the
6 students.
- 7 Temp Specialists may not begin working until after they have signed the CNUSD Offer of
8 Employment/Temporary Specialist – Certificated (attached) and the designated school receives said
9 contract, approved and signed by the Superintendent of Schools or Authorized Designee.
- 10 Except as expressly modified herein, the Agreement between the parties shall be unchanged.
- 11 This Memorandum of Understanding shall constitute the entire agreement of the parties as to this issue
12 and may only be modified or amended in writing, signed by both parties.
- 13 This MOU shall be in effect from July 1, 2018 through June 30, 2019.

ARTICLE 3. DEFINITIONS

- 1 3.1 Unit Member” refers to any employee who is included in the appropriate unit as defined
2 in Article 2.
- 3 3.2 “School Day” means any day when schools are open and students are in attendance.
- 4 3.3 “Work Day” means a day that unit members are required to be on duty.
- 5 3.4 A “School Year” or an “Academic Year” begins on the first day of July and ends on the
6 last day of June.
- 7 3.5 “Work Year” refers to the aggregate of workdays assigned to a specific unit member
8 pursuant to Article 10.
- 9 3.6 “Release time” means time during one or more workdays when a unit member is
10 released from duties without loss of pay or other benefits.
- 11 3.7 “Parties’ refers to the Corona-Norco Unified School District and the Corona-Norco
12 Teachers Association/California Teachers Association/National Education Association.
- 13 3.8 “Association” means the Corona-Norco Teachers Association/California Teachers
14 Association/National Education Association.
- 15 3.9 “Board” means the Board of Education of the Corona-Norco Unified school District.
- 16 3.10 “District” means the Corona-Norco Unified School District.
- 17 3.11 “S-day” means a workday without students for the purpose of District/site based in-
18 service for T-track only, a teacher preparation day.
- 19 3.12 “P-day” means a workday without students for the purpose of classroom/lesson
20 preparation planning.
- 21 3.13 “M-day” the district shall maintain six (6) minimum days. The minimum days are for
22 grade-level, cross-grade level, cross track, departmental, or intradepartmental planning
23 and team collaboration. Site staff meetings shall not be scheduled on these minimum
24 days. Unit members are expected to work in appropriate educational settings with
25 colleagues.
- 26 3.14 “Regular Substitute” is a day-to-day substitute for a unit member for 30 or less
27 consecutive working days.
- 28 3.15 “Long-Term Substitute” is a substitute for a unit member for 31 or more consecutive
29 working days.
- 30 3.16 “S/P” means a workday without students – one-half day for the purpose of district/site
31 based in-service; one-half day for the purpose of the classroom/lesson preparation.
- 32 3.17 “Accredited College or University” means those accredited by associations which are
33 members of the American Council on Education and/or the California Commission on
34 Teacher Credentialing.

ARTICLE 4. MAINTENANCE OF BENEFITS

1 4.1 Unless provided otherwise by this Agreement, no unit member shall be deprived of current
2 benefits granted by law, or existing written Board Policy. Nor shall any unit member be
3 required to perform duties or assume responsibilities other than those specified in law or
4 existing written Board Policy.

5 4.2 Any subject or matter which was or could have been the subject of negotiations may be
6 reopened for purposes of negotiations by the mutual consent of the District and the
7 Association.

ARTICLE 5. BOARD'S RIGHTS AND DISTRICT POWERS

1 5.1 The District on its own behalf, and on behalf of the electors of the District, hereby retains and
2 reserves unto itself all powers, rights, authorities, duties, and responsibilities conferred upon
3 and vested in it by the Laws and Constitution of the United States and the State of California.

4 5.2 The exercise of the forgoing powers, rights, authorities, duties, and responsibilities by the
5 district, the adoption of policies, rules and regulations, and the practice in furtherance thereof,
6 and the use of judgment and discretion in connection therewith, shall be limited only by the
7 terms and conditions of this Agreement.

8 5.3 The provisions of this article are not intended to expand the rights and powers of the District
9 beyond statutory and constitutional limits or in any manner to waive or diminish the rights of
10 the Association or the unit members as provided by the terms and conditions of this
11 Agreement.

ARTICLE 6. NEGOTIATION PROCEDURES

1 6.1 Interest-Based Negotiations

2 (a) The Association and the District agree that the Relationship Contract (Preamble) shall
3 be used as the basis for negotiations between the parties. It is understood that the
4 Relationship compact is exempt from Article 20, Grievance Procedures, and any and
5 all legal venues.

6 (b) The parties to this agreement do not waive any implied or stated rights under SB 160
7 (Rodda Act). The parties each reserve the right to serve notice upon the other party
8 that the Relationship Compact (preamble) shall not be used as the basis for
9 negotiations between the parties.

10 6.2 Negotiations shall take place at mutually agreeable times and places during the regular
11 workday. Meetings shall be held as soon as possible, but in no event more than fifteen (15)
12 days after receipt of a written request.

13 6.3 The Association shall designate not more than five (5) representatives to appear on its behalf
14 for the purposes of meet and negotiations sessions. The Association may designate alternate
15 representatives, but in no case shall the number of representatives at one meeting exceed five
16 (5). The Association representatives shall have available a total of two hundred eighty (280)
17 hours of paid release time to be utilized at the discretion of the Association solely for
18 attendance of meet and negotiation sessions. If agreement or impasse has not been reached
19 upon the exhaustion of the allotted two hundred eighty (280) hours, additional paid release
20 time shall be granted upon mutual agreement of the parties to continue with negotiation or if
21 mediation and/or fact-find procedures are necessary. If agreement has not been reached, or if
22 impasse has been declared, additional paid release time shall be granted at the request of the
23 Association.

24 6.4 Upon written request, the District shall furnish the Association with non-confidential
25 information pertaining to employer-unit member relations, budget, wage, and salary data,
26 monthly lists of newly hired certificated unit members, and other information directly related
27 to the negotiation process. No later than October 15, the District shall furnish the Association
28 with the placement of all unit members on the salary schedules as of October 1.

ARTICLE 7. ASSOCIATION RIGHTS

1 7.1 The Association and its authorized representative shall have access to reasonable use of school
2 facilities in order to transact official business.

3 (a) The Association shall provide the Superintendent or designee with notice regarding
4 specific time, place, and type of activity to be conducted.

5 (b) Such activity shall not interfere with the educational programs or the established
6 duties of unit members.

7 7.2 Faculty meeting agendas shall include an item for the Association representative.

8 7.3 An Association meeting may be called immediately following the faculty meeting.
9 Attendance is voluntary. Administrators will not be in attendance at the Association meetings.

10 7.4 The Association may use the school mailboxes, public address systems, District mail service,
11 and bulletin board spaces designated by the Superintendent, subject to the following
12 conditions:

13 (a) Posting on the bulletin boards shall have Association Identification.

14 (b) A copy of such postings shall be routed to the Superintendent or designee at the same
15 time of the posting.

16 (c) Use of the public address system shall be limited to announcements of date, time, and
17 location of Association meetings. The Announcement shall be made by a building
18 administrator or designees.

19 (d) The President of the Association shall meet upon request with the Superintendent to
20 discuss District objections to posted materials.

21 7.5 The name, address, site assignments, grade level or subject assignment, and the telephone
22 number of each certified unit member shall be provided to the association no later than
23 November 15 of each academic year. An update of the above mentioned information will also
24 be provided no later than March 30. Such information shall not be provided against the
25 wishes of the unit member or if the current information is unavailable to the District.

26 7.6 The Association shall be provided two (2) copies of the Board agenda with non-confidential
27 supportive materials at the same time these materials are provided to board members.

ARTICLE 7. ASSOCIATION RIGHTS

1 7.7 The District shall furnish the Association with six (6) copies of amendments and reprinting of
2 Board Policy within thirty (30) calendar days after adoption.

3 7.8 The District shall provide each bargaining unit member with a contract and associated
4 memoranda of agreement no later than thirty (30) days after ratification. In addition, the
5 District shall provide the Association with fifty (50) copies of the contract and associated
6 memoranda of agreement.

7 7.9 The President and Vice President or President-elect of the Association shall each receive one-
8 third release time to be arranged by mutual agreement between the President of the
9 Association and the Deputy Superintendent of Human Resources and subject to approval by
10 the Board of Education. The President and Vice President or President-Elect shall each be
11 granted a full time teaching partner. The teaching partner assigned shall be the teacher of
12 record. The officer, when not on official Association business, shall be available to assist
13 other teachers as mutually determined by the officer, the principal, and the teachers at that site.
14 The assistance shall be within the normal scope of the unit member's responsibilities. Upon
15 completion of their term(s) of office, the officer will be returned to the same grade-level,
16 school, subject and track assignment as occupied before becoming an officer if such
17 assignment does not conflict with contractual transfer policy. Authorized Association
18 representatives shall receive release time with no loss of pay or other benefits to perform
19 official Association or representational business which cannot be scheduled at another time.
20 The total combined amount of release time for all representatives shall be limited to twenty
21 (20) days per year with no more than five (5) of these days to be used by any one bargaining
22 unit member. An additional twenty (20) total combined days per year for all representatives
23 may be used providing the association pays substitute salary. No more than five (5) of these
24 days shall be used by one bargaining unit member. These days shall not be used for strikes,
25 work stoppages, work slowdowns, or other concerted activities. The Association shall notify
26 the unit member's immediate supervisor and Human Resources prior to the use of paid release
27 time. Except in case of emergency, such notice shall be given on the previous.

28 7.10 The Association shall appoint a single Curriculum Committee consisting of not more than five
29 (5) members to consult on the definition of educational objectives, the determination of the
30 content of courses and curriculum, and the selection of textbooks, prior to the District
31 adoption or implementation. Regular quarterly meetings shall be held between this committee
32 and not more than five (5) representatives of the District for the purpose of such consultation.

ARTICLE 7. ASSOCIATION RIGHTS

1 7.11 The Association shall have the right to designate a single unit member to serve with other
2 District appointed representatives on those District-wide committees and advisory groups that
3 have unit member participation. If the District has received sufficient notice from the
4 appropriate governmental agency, the District shall notify the Association of the committee's
5 or advisory group's purpose and agenda not less than ten (10) workdays prior to the first
6 meeting of each such committee or advisory group. It is agreed by both parties that only
7 Association appointed unit members shall speak for the bargaining unit and/or represent the
8 Association's viewpoints.

9 **7.12 Association Committee Funding**

- 10 (a) The Association has established the following internal operating committees: Membership
11 Assistance, Scholarship, and Community for Better Schools/Political Action Committee.
- 12 (b) The Association has established an amount sufficient to cover the operating expenses of the
13 above referenced internal committees. The contributions shall be \$1 per month per committee
14 for a total of \$3 per month. This amount shall be increased on an indexed basis which shall
15 reflect salary schedule increases of the bargaining unit.
- 16 (c) Any Association member shall have thirty (30) days between May 15 and June 15, on an
17 annual basis, to notify the Association in writing to their objection to supporting any of the
18 funds referenced above. If such notification does not take place, an automatic monthly
19 deduction shall commence.
- 20 (d) The Association shall indemnify, defend, and hold harmless the District, the Board, including
21 each individual Board member, and employees acting within the scope of their employment,
22 agents and representatives of the district against any and all claims, demands, suits, or other
23 forms of liability brought by other than the Association, including, but not limited to, wages,
24 damages, judgments, fees, fines, court costs, attorney fees, and any back pay, penalties, or
25 awards resulting from any court, arbitrator, or PERB order, judgment, or settlement which
26 may arise by reason of, or resulting from, the operation of this article of this Agreement.

27 The Association shall bear all legal costs of defending against any and all such claims,
28 demands, suits, or other forms of liability, including, but not limited to, court costs, attorney
29 fees, and all other legal costs of litigation.

30 Upon commencement of such legal action, the Association shall have the exclusive right to
31 decide and determine whether any claim, liability, suit, or judgment made or brought against
32 the District or Association because of such action shall or shall not be compromised, resisted,
33 defended, tried, or appealed. The Association's decision thereon shall be final and binding

ARTICLE 7. ASSOCIATION RIGHTS

1 upon all parties protected by this Article. This Article shall not be construed as a waiver on
2 the part of the District, Board, or any individual protected by this article of any claim against
3 the Association for failing to act in good faith in settling a claim or any failure to completely
4 defend and hold them harmless. Within ten (10) days of proper service of a claim, demand,
5 suit, or other legal action against any protected party, the District shall inform the Association
6 and provide the Association with copies of any documents received as a result of the legal
7 action. Upon request, the District shall provide the Association’s legal counsel with
8 documents and information reasonably related to providing a defense.

9 7.13 The Association shall be entitled to one hour of time at the beginning of the first day of the
10 new teacher in-service time to meet with new unit members. If a mid-year hiring exceeds
11 thirty-five (35) new unit members, the Association will be entitled to meet the new unit
12 members for one (1) hour if the district holds a district in-service day.

13 7.14 No Faculty meeting shall extend beyond the workday on days of a regular scheduled
14 Representative Council meeting. The Association shall provide the District a calendar listing
15 the dates of meetings prior to July 1 of each school year.

ARTICLE 8. PROFESSIONAL DUES AND FEES

1 **8.1 Employee Rights**

2 The District and the Association recognize the right of employees to form, join, and
3 participate in lawful activities of employee organizations and the equal alternative right of
4 employees to refuse to form, join, and participate in employee organizations. Neither party
5 shall exert pressure upon nor discriminate against an employee in the exercise of these
6 alternative rights. Accordingly, membership in the Association shall not be compulsory.

7 A unit member has the right to choose, either to become a member of the Association, or to
8 pay to the Association a fee for representation services, or to refrain from either of the above
9 courses of action upon the grounds set forth in Section 8.7 below.

10 **8.2 Payroll Deduction**

11 The right of payroll deduction for payment of unified Association dues, initiation fees and
12 general assessments shall be accorded to the Association. Association members who
13 currently have authorization cards on file for the above purposes need not be resolicited.
14 Deductions for Association dues and fees, upon formal written request from the Association
15 to the District, shall be increased or decreased without resolicitation and authorization from
16 unit members.

17 Pursuant to authorization by the unit member, the District shall deduct one-tenth (1/10) of
18 the unified Association dues, initiation fees, and general assessments from the regular salary
19 check each month. Deductions for unit members who sign such authorization after
20 commencement of the school year shall be appropriately prorated to complete the payment
21 by the end of the school year. With respect to all sums deducted by the District pursuant to
22 authorization of the unit member for unified Association dues, initiation fees and general
23 assessments, the District agrees promptly to remit such monies to the Association along with
24 an alphabetical list of unit members for whom such deductions have been made and any
25 changes that may have occurred since the previous list.

26 **8.3 Maintenance of Membership**

27 The Association and the District agree that any unit member who is a member of the
28 Association at the time this Agreement becomes effective or who enrolls during the term of
29 the Agreement shall maintain such membership for the duration of the Agreement. The
30 District will guarantee said maintenance of membership to the Association by enforcing
31 payment of unified Association dues, initiation fees and general assessments by members

ARTICLE 8. PROFESSIONAL DUES AND FEES

1 required under the terms set forth above and provisions of the Education Code and
2 Government Code Section 3540.1(I)(1).

3 **8.4 Agency Fee (Fair Share)**

4 The Agency Fee provision set forth in this section shall become effective immediately upon
5 ratification by an affirmative vote of at least fifty percent (50%) plus one (1), a simple
6 majority, of unit members who vote in an election conducted on site by the State Mediation
7 and Conciliation Service on a date agreeable to the Association.

8 (a) A bargaining unit member who does not fall within the exempted category as set forth
9 in Section 8.7 below, and who has not voluntarily made application for membership in
10 the Association within thirty (30) days following the date upon which said employee
11 has been formally hired by the District as a bargaining unit member, must as a
12 condition of continued employment in the District as a bargaining unit member, pay to
13 the Association a representation fee in the amount allowed by Government Code
14 Section 3546, payable to the Association in one lump sum cash payment in the same
15 manner as required for payment of membership dues, provided, however, that the unit
16 member may authorize payroll deduction for such fee in the same manner as required
17 for the payment of membership dues. There shall be no charge to the Association for
18 such mandatory agency fee deductions. Representation fees shall be for representation
19 services necessarily performed by the Association in conformance with its legally
20 imposed duty of fair representation on behalf of said unit member who is not a member
21 of the Association.

22 (b) In the event that a unit member does not become a member of the Association or pay
23 such fee directly to the Association, the District shall begin automatic payroll deduction
24 in the same manner as set forth in Section 2 of this Article and pursuant to Education
25 Code Section 45061.

26 (c) Prior to the beginning of such automatic payroll deduction, the Association will certify
27 to the District in writing that:

- 28 (1) The employee whose pay is to be affected by the deduction has:
29 a. refused to join the Association;
30 b. refused to tender the amount of the service fee as defined herein; and,
31 c. not applied for an exemption under Section 8.7 herein; and,
- 32 (2) The Association is complying with current Public Employment Relations
33 Board Requirements.

ARTICLE 8. PROFESSIONAL DUES AND FEES

1 (d) The written certification in (c) above shall be a condition precedent to any
2 collection of the service fee by the office.

3 (e) The District and Association agree to furnish any information needed by the other
4 to fulfill the provisions of this Article.

5 **8.5 Dispute Over Amount of Service Fee**

6 Any dispute as to the amount of the service fee shall be resolved pursuant to the
7 current regulations of the Public Employment Relations Board and adhere to all appropriate
8 language.

9 **8.6 Annual Verification of Service Fee by Association**

10 The Association will file in a timely manner with the District a copy of the written notice
11 required by the regulations of the Public Employment Relations Board and will meet the
12 requirements of Grunewald.

13 **8.7 Unit Members Exempted From Obligation to Pay Service Fee**

14 (a) Any unit member shall be exempt from the requirements of a service fee as a condition
15 of employment if such unit member is a member of a bona fide religious body whose
16 traditional tenets of teachings include objections to joining or financially supporting
17 employee organizations as defined by Section 3540.1(d) of the Government Code.

18 (b) Such exempt member shall, as an alternative to payment of a service fee to the
19 Association, pay an amount equivalent to the representation fee to one of the following
20 non-religious, non-labor organizations, charitable funds exempt from taxation under
21 Section 501(c)(3) of Title 26 of the Internal Revenue Code:

22 (1) Corona-Norco Teachers Association Scholarship Fund

23 (2) Two more funds to be proposed by the Association

24 (c) As a condition of a continuous exemption from the provisions of this Article, the unit
25 member shall provide proof of payment and a written statement of objection along with
26 verifiable evidence of membership in a religious body specified in 8.7(a) above on an
27 annual basis to the District and Association. Proof of payment shall be in the form of
28 receipt and/or canceled checks indicating the amount paid, date of payment, and to
29 whom payment in lieu of the service fee has been made. No in kind services or
30 benefits may be received by the unit member in exchange for this cash contribution.
31 The Association shall have the right of inspection in order to review said proof of
32 payment.

ARTICLE 8. PROFESSIONAL DUES AND FEES

1 (d) Any unit member making payments as set forth in this section (charity contribution),
2 and who requests that the grievance or arbitration provisions of this Agreement be used
3 in her/his behalf, shall be responsible for paying to the Association the reasonable cost
4 of pursuing said grievance and arbitration procedures.

5 **8.8 District Obligations**

6 The District's obligations under this Article are:

- 7 (a) To notify any unit member who has failed to comply with the provisions of this Article
8 that, as a condition of employment with the District, such unit member must either
9 become an Association member, pay a service fee, or establish an exempt status and
10 make payment pursuant to the provisions of this Agreement;
- 11 (b) Deduct from pay appropriate amounts pursuant to this Article. Under no circumstances
12 shall the District be required to dismiss or otherwise discipline any unit member for
13 failure to fulfill their obligations to pay the fees established herein.

14 **8.9 Hold Harmless**

15 The Association shall indemnify, defend, and hold harmless the District, the Board,
16 including each individual Board member, and employees acting within the scope of their
17 employment, agents, and representatives of the District against any and all claims, demands,
18 suits, or other forms of liability brought by other than the Association, including but not
19 limited to, wages, damages, judgments, fees, fines, court costs, attorney fees, and any back
20 pay, penalties, or rewards resulting from any court, arbitrator, or PERB order, judgment, or
21 settlement which may arise, by reason of, or resulting from, the operation of Article 8 of
22 this Agreement. The Association shall bear all legal costs of defending against any and all
23 such claims, demands, suits, or other forms of liability, including, but not limited to court
24 costs, attorney fees, and all other legal costs of litigation.

25 Upon commencement of such legal action, the Association shall have the exclusive right to
26 decide and determine whether any claim, liability, suit, or judgment made or brought
27 against the District or Association because of such action shall or shall not be
28 compromised, resisted, defended, tried, or appealed. The Association's decision thereon
29 shall be final and binding upon all parties protected by this Article. This Article shall not be
30 construed as a waiver on the part of the District, Board, or any individual protected by this
31 Article of any claim against the Association for failing to act in good faith in settling a
32 claim or any failure to competently defend and hold them harmless.

ARTICLE 8. PROFESSIONAL DUES AND FEES

1 Within ten (10) days of proper service of a claim, demand, suit, or other legal action
2 against any protected party, the District shall inform the Association and provide the
3 Association with copies of any documents received as a result of the legal action. Upon
4 request, the District shall provide the Association's legal counsel with documents and
5 information reasonably related to providing a defense.

ARTICLE 9. MISCELLANEOUS PROVISIONS

- 1 9.1 If any provisions of the Agreement or any application thereof to any unit member is held by a
2 court of competent jurisdiction to be contrary to law, then such provision or application will
3 be deemed invalid, to the extent required by such court decision, but all other provisions or
4 applications shall continue in full force and effect.
- 5 9.2 Should a provision or application be deemed invalid, as described in 9.1 above, the Board
6 shall reinstitute any benefit reduced or eliminated to the extent allowable under law.
7 Moreover, the parties shall meet no later than ten (10) days after such court decision to
8 renegotiate the provisions or provisions affected.
- 9 9.3 The provisions of this Agreement shall be interpreted and applied in a fair and impartial
10 manner.
- 11 9.4 No later than the end of the first school month, the District shall provide each new unit
12 member with a copy (electronic version is acceptable) and explanation of the laws relating the
13 unit member's responsibilities of reporting child abuse and materials on how to recognize
14 child abuse.
- 15 9.5 The District and the Association agree that all Education Code procedural requirements and
16 provisions for layoff unit members shall be observed if reduction in force is necessary.
- 17 9.6 State regulations will be followed when a unit member is disciplined or discharged.
- 18 9.7 It is desirable for all district employees to treat one another in a professional manner.
19 Whenever possible, disciplinary conferences shall be held in private.
- 20 9.8 At a disciplinary conference, a unit member will be given the opportunity for a representative
21 if the conference could result in materials that could be placed in the unit member's personnel
22 file.
- 23 9.9 Before any non-evaluation derogatory material can be placed in the bargaining unit member's
24 personnel file, a meeting between the bargaining unit member and the administrator shall take
25 place to discuss the material to be placed in the file.
- 26 9.10 In the event the bargaining unit member and the administrator cannot agree on the accuracy of
27 the non-evaluation derogatory material, a management designee from the Human Resources
28 office at the District Office shall meet upon written request by the bargaining unit member to
29 make a final decision as to the placement of the material. The Decision of the management
30 designee, Human Resources, as to whether material will be included in the file, is final.

ARTICLE 9. MISCELLANEOUS PROVISIONS

- 1 9.11 (a) Any written citizen or parent complaint about a unit member or their instructional
2 program which may affect the unit member’s evaluation or status within the district
3 shall be reported within five (5) working days of the complaint or charge.
- 4 (b) Charges against a unit member shall be kept confidential.
- 5 (c) Unit members shall have the right to file a response to any written charges.
- 6 (d) Anonymous complaints, and charges or complaints which are withdrawn or shown to
7 be false shall not affect the unit member’s evaluation or status within the District and
8 all documentation of such charges or complaints shall be purged from the unit
9 member’s file.
- 10 9.12 Unit member discipline shall be based on the principles of due process and just cause and shall
11 be progressive in nature.
- 12 9.13 Steps of progressive discipline prior to dismissal:
- 13 (a) Verbal warning and/or directive. The administrator will make note of this for their
14 records.
- 15 (b) Conference with the unit member’s immediate supervisor (or their management level
16 designee) including a Summary of Conference to be kept by the Principal in a secure place
17 at site. The Summary of Conference shall be kept by the Principal for no longer than two
18 years from the date of the Summary of Conference, and then it shall be destroyed.
- 19 (c) Conference including a report/charge in the District Personnel File (as determined by
20 District management)
- 21 (d) Further discipline may include additional written documents, paid and unpaid leave,
22 district provided remediation, other District interventions, and/or dismissal.
- 23 9.14 At the end of each certified payroll period, the District shall forward to the Association by
24 separate checks, unit member’s designated contributions in up to ten (10) categories as
25 established by the Association. The Association will pay the District \$200 per year for the
26 performance of this service.
- 27 9.15 As a minimum, each unit member shall be proved with specifically designated storage space.
28 Traveling classroom teachers shall be provided with secure storage space in each assignment
29 classroom when such storage space is available. If the unit member’s classroom is to be used

ARTICLE 9. MISCELLANEOUS PROVISIONS

1 during summer school, adult education, or college classes, the storage space shall be made
2 reasonably secure.

3 9.16 Taking into consideration space utilization at each site, to the extent practicable, itinerant
4 support staff will be provided an area at each work site, consistent with their work
5 requirements, to complete their duties.

6 9.17 The Parties seek to educate young people in the democratic tradition, to inspire meaningful
7 awareness of and respect for the Constitution and the Bill of Rights, to instill appreciation of
8 the value of individual personality, and to foster recognition of the individual freedom and
9 social responsibility. It is recognized that these democratic values can best be transmitted in
10 an atmosphere which is conducive to inquire and learning and in which academic freedom for
11 teacher and student is encouraged. In accordance with approved State and District curriculum
12 guidelines, academic freedom shall be guaranteed to teachers and they shall be encouraged to
13 study, investigate, present and interpret objectively facts and ideas concerning man, society,
14 and physical and biological work, and other branches of learning subject to established
15 courses of study.

16 9.18 (a) To the extent possible, all classroom visitations shall be scheduled in advance through
17 the site administrator.

18 (b) Classroom visitations shall be scheduled to minimize disruptions to the
19 classroom activities whenever possible, taking into account the needs of the
20 school, the teacher, the parent, and the students, per Board Policy No. 1210.

21 (c) Whenever a teacher reasonably believes that a classroom visitation has been unduly
22 disruptive, or in any other ways is in violation of Education Code Sections 44810 or
23 44811, the teacher shall report the disruption to the site administrator, who shall
24 investigate the matter and take appropriate action.

25 9.19 All unit members shall utilize the District adopted computer generated report cards and are
26 expected to utilize the District adopted electronic grade book. At the secondary level, report
27 cards will be issued on a semester basis.
28

ARTICLE 9. MISCELLANEOUS PROVISIONS

1 9.20 On a monthly basis, one substitute will be available at each site for class coverage so that unit
2 members can participate in IEPs or SSTs during student hours.

3 (a) Ten (10) substitute days per year will be provided for IEP meetings at each site.

4 (b) Five (5) substitute days per year will be provided for SST meetings at each elementary
5 site.

6 (c) Each elementary school site shall be provided the equivalent of five (5) one-half day
7 substitutes per year per SDC class required for IEP meetings.

8 **MEMORANDUM OF UNDERSTANDING**
9 **BETWEEN THE CORONA NORCO UNIFIED SCHOOL DISTRICT**
10 **AND**
11 **CORONA NORCO TEACHERS ASSOCIATION**

12 This Memorandum of Understanding is agreed upon between the Corona-Norco Unified School
13 District and Corona-Norco Teachers Association concerning Article 9.19.

14 1) Immediately after the ratification of the CBA for 2014-15 and throughout the 2016-2017
15 and 2017-2018 school year, a committee of bargaining unit members, I.T. personnel, and
16 District management will be convened for the purposes of:

17 a. Developing guidelines related to the utilization of the District adopted electronic
18 gradebook.

19 b. Problem solving implementation issues related to the utilization of the District
20 adopted electronic gradebook.

21 c. Communicating with stakeholders related to the utilization of the District adopted
22 electronic gradebook.

23 d. Develop a timeline and structure to review implementation progress and issues related
24 to the implementation of the District adopted electronic gradebook.

25 2) At the beginning of the 2015-16 school year, teachers will be required to utilize the
26 District adopted electronic gradebook. Teachers will be required to update the grades at a
27 minimum of every other week unless otherwise determined by the committee.

ARTICLE 9. MISCELLANEOUS PROVISIONS

1 3) Should the District adopted electronic gradebook be changed or the technology of the
2 District adopted electronic gradebook not work properly, teachers shall be held harmless
3 for the inability to utilize the District adopted electronic gradebook and the required
4 updating until appropriate training has taken place or the technology works appropriately.

5 4) During the 2016-2017 and 2017-2018 school year a grade book steering committee will
6 continue to meet to discuss the use of the electronic grade book by unit members.

7 Except as expressly modified herein, the agreement between the parties shall be unchanged. This
8 memorandum of understanding shall constitute the entire agreement of the parties as to this issue and
9 may only be modified or amended in writing, signed by both parties.

10 This MOU shall be in effect from July 1, 2018 through June 30, 2019.

ARTICLE 10 HOURS OF EMPLOYMENT

1 10.1 For the purpose of this section, the term “classroom teachers” shall mean the following
2 classification of unit members.

3 Classroom Teacher
4 Gifted and Talented Teacher Program Specialist
5 Gifted and Talented Teacher
6 Intern Teacher
7 Language Arts/Reading Specialist
8 Resource Specialist
9 Teacher of Communicatively Handicapped
10 Teacher of Learning Handicapped
11 Teacher of Mild/Moderate Disabilities
12 Teacher of Moderate/Severe Disabilities
13 Teachers of Physically Handicapped
14 Teacher of Severely Handicapped
15 Teacher on Special Assignment
16 Temporary Teacher
17 Traveling Teacher

18 For the purpose of this section, the term “Support Personnel” shall mean all remaining
19 classifications of unit members in section 2.1, with the exception of Regular Probationary or
20 Permanent Adult Education Teachers.

21 10.2 Unit Member Professional Day – The normal workday for each unit member shall begin ten
22 (10) minutes before and ten (10) minutes after the instructional day unless required to be
23 longer to complete all duties required by this Collective Bargaining Agreement (CBA or
24 “Contract”). Such duties include, but are not limited to, duty before and after school, required
25 parent teacher conferences/SST/IEP meetings, and one (1) sixty (60) minute Staff meeting per
26 month, with up to five (5) extra staff meetings per year but no more than two (2) staff
27 meetings in each month. Unit members who are tracking on/off shall not be required to attend
28 staff meetings during track on/off days. Unit members at Year Round Schools may be asked
29 to attend a make-up meeting in order to keep transitioning unit members up to date. The
30 workday shall include a continuous uninterrupted duty-free lunch period of thirty (30) minutes
31 minimum duration. In addition, elementary principals shall develop a site procedure which
32 allows all unit members who are on lunch duty or recess duty to have the opportunity to go to
33 the restroom. The classroom teacher workday for a traditional daily intermediate and high
34 school schedule shall include a conference/preparation period of not less than forty-five (45)
35 continuous minutes in duration. The Classroom teacher workday for block schedules at
36 intermediate and high schools shall include a conference/preparation period of not less than
37 ninety (90) continuous minutes over a two (2) day period. In exceptional situations including
38 but not limited to state testing and WASC, the window for calculating conference/preparation
39 time may be extended over 10 consecutive student days. In such situations, classroom teachers

ARTICLE 10 HOURS OF EMPLOYMENT

1 shall be provided with equitable preparation time with a minimum of 450 minutes at the
2 intermediate and 505 minutes at the high school level. Regardless of schedule changes, the
3 norm for prep time will continue where every member at the site receives the equivalent of
4 one regular class period of prep per day. Parent conferences will not be scheduled during
5 conference/preparation period without prior approval of the affected teacher, unless the
6 teacher is given forty-eight hours advance notice.

- 7 (a) Elementary school sites do not have a conference/preparation period. All
8 parent conference are to be scheduled by the unit members at site in
9 accordance with District policy.
- 10 (b) At intermediate and high school sites, all conference/preparation periods are to be
11 spent at a district site.
- 12 (c) Use of conference/preparation periods for in-service or staff training shall be by
13 mutual permission of both unit members and the district.
- 14 (d) At sites with later starting times, the administration and unit members may
15 collaboratively opt for some or all meetings to take place before the start of
16 school.
- 17 (e) Each site may set aside one consistent day each week when no after-school
18 meeting will be scheduled. This allows unit members to make routine
19 appointments without concern that a called meeting will force its cancellation.
- 20 (f) No site staff meetings will be held on days when regularly scheduled CNTA
21 Representative Council meetings are held.
- 22 (g) The workday shall also include a period of time, up to ninety (90) minutes in
23 length, once per week on a shortened instructional day for collaborative planning.
- 24 (h) Itinerant staff and elementary support staff are not required to attend Professional
25 Collaborative Time (PCT) meetings, but shall remain on campus during that time.
- 26 (i) Special Education Teachers (SDC and RSP) are allowed to miss one (1) PCT meeting
27 per month for IEP preparation agreed upon with the site administrator. IEP meetings
28 shall not take place at this time. Unit members who must travel between school sites
29 during lunch hours shall be given sufficient time to ensure that they will also have a

ARTICLE 10 HOURS OF EMPLOYMENT

1 continuous uninterrupted duty-free lunch period of thirty (30) minutes minimum
2 duration.

3 (j) Using 2013-14 as the base year, individual schools may only increase their
4 current instructional minutes with permission from both the District and the
5 Association.

6 (k) It is the responsibility of unit members to be prepared for the instructional
7 and/or other classification specific responsibilities.

8 10.3 A unit member's immediate supervisor shall have the authority to grant release time in cases
9 of individual emergencies with no reduction in unit member's wages or other benefits.
10 Differences in application of this section shall not be subject to grievance procedure, except as
11 to consistent application by an individual supervisor. Release time shall be granted for a
12 teacher to attend the funeral of a student who was enrolled in the class of the teacher at the
13 time of the student's death.

14 10.4 Unit members may be required to spend additional time at the work site for work-related
15 tasks, subject to the following instructions:

16 (a) Unit members may be required to attend a minimum of two (2) school-wide events such
17 as open house/back-to-school nights/other collaboratively designed events per year. There
18 shall be no staff meetings on open house/back-to-school nights. Attendance at all other
19 parent-teacher organization meetings is voluntary. Attendance at the High School
20 graduation ceremony is required and will count as one of the two (2) required events per
21 year.

22 (b) Unit members may be required to attend extra-curricular activities (students'
23 social/athletic events) only if after a reasonable attempt to solicit volunteers, sufficient
24 volunteers are not available. Any such assignments shall be made on an equitable basis.
25 For the purposes of this article, a volunteer is a unit member who requests to perform
26 services at a specific function, and whose performance has prior authorization of the unit
27 member's supervisor.

28 (c) When IEP meetings extend more than thirty (30) minutes past the conclusion of the
29 teacher workday, classroom teachers may elect to be compensated at the curriculum
30 development rate for additional time spent, in thirty (30) minute increments. The total
31 expenditure under this section (and Article 26.9) shall not exceed \$100,000 District-wide.
32 Only one (1) IEP a day, morning or afternoon.

ARTICLE 10 HOURS OF EMPLOYMENT

1 (d) Staff meetings shall begin as soon as possible after the end of the student instructional
2 day.

3 (e) School sites shall schedule before and after school duties for a duration of no more than
4 fifteen (15) minutes.

5 10.5 The workday for Adult Education Teachers shall be as mutually agreed by the District and the
6 unit member. No unit members shall be required to teach adult education classes.

7 10.6 Unit members' input shall be solicited and considered prior to the establishment of the specific
8 daily schedule and the non-teaching duty plan and schedule, including number of duties,
9 location and duration at each school or work location. At elementary sites, consideration will
10 be given to staff input regarding the number of duties for each staff member to pay. To the
11 extent practicable, duty schedules will be reasonable and equitable.

12 10.7 The work year for Librarians and Nurses shall be one hundred ninety-one (191) workdays,
13 unless otherwise agreed by the District and the unit member. The work year for Child Welfare
14 and Attendance Counselors; Language, Speech, and Hearing Specialists; Student Advisors;
15 Counselors; and Athletic Directors shall be one hundred ninety-six (196) workdays, unless
16 otherwise agreed by the District and the unit member. The work year for Teacher(s) of
17 Adaptive Physical Education (APE), Aurally Handicapped (AH), Visually Handicapped (VH),
18 and Orientation and Mobility Specialist shall be one hundred ninety-six (196) days. The work
19 year for Psychologists and Director of Student Activities shall be two hundred one (201)
20 workdays, unless otherwise agreed by the District and the unit member. The work year for
21 Year-Round Multi-Track Resource Specialist positions shall be two hundred five (205) days.
22 The District will determine the number of two hundred five (205) Resource Specialist
23 positions available based on staffing needs. Openings for Resource Specialists shall be posted
24 and filled as either one hundred eight-five (185) day work year positions or two hundred five
25 (205) day work year positions.

26 The work year for the Special Education Program Specialist shall be two hundred twelve
27 (212) days unless otherwise agreed to by the District and the unit member. The work year for
28 Regular Probationary or Permanent Adult Education Teachers and Temporary Teachers shall
29 be mutually agreed by the District and the unit member. The work year of all other unit
30 members shall be one hundred eighty-five (185) days unless otherwise agreed by the District
31 and unit member. The work year for non-support personnel unit members who have not been
32 employed by the District in the past in other than a substitute position and who are place on
33 Class A, Steps 1-3 and Class B, Step 1 shall be one hundred ninety (190) days or an equivalent

ARTICLE 10 HOURS OF EMPLOYMENT

1 number of hours agreed by the District and the unit member. All other new non-support
2 personnel unit members shall work one hundred eighty-six (186) days. The per diem rate for
3 these members shall be based on one hundred eighty-five (185) days of service. In assignment
4 of the number of days in the work year for each unit member, the unit member's immediate
5 supervisor shall give priority to the unit member's preferences whenever possible.

6 10.8 Specific workdays shall be determined by the appropriate calendar and the unit member's
7 supervisor. In the assignment of the specific workdays for each unit member, the unit
8 member's immediate supervisor shall give priority to the unit member's preferences whenever
9 possible. The calendar of workdays for unit members shall be as specified in the appendix.
10 All unit members shall have at least ten (10) calendar days prior notice of returning to work
11 after summer vacation.

12 10.9 The work year for non-support personnel unit members shall include one hundred eighty (180)
13 school days, unless otherwise agreed by the District and the unit member. The remaining
14 work days shall be allocated for planning, preparation of work locations, assignment of
15 student grades, student registration, and other such functions.

16 10.10 No less than one and one-half (1-1/2) days of the teacher in-service days prior to the start of
17 the student year shall be available for teacher preparation. It shall be the responsibility of the
18 site administrator to insure the combined time for scheduled District and site in-service shall
19 not infringe upon the one and one-half (1-1/2) days of teacher preparation time. Staff
20 development and prep days are scheduled each year and are found on the district school track
21 calendars. Flexibility will be given on the order of S, P, and S/P days when administration
22 gives the effected staff a minimum of two weeks notice via email, of any a change in the
23 order, but the delineation of the days must be kept. On S/P days, the S and P portions will each
24 be 3.5 hours in continuous length, respectively. All days will have a scheduled duty free
25 lunch, that will be at minimum of 30 minutes. If travel from one site to another site is required,
26 then travel time will be embedded in the S day portion and will be exclusive of lunch or prep
27 time.

28 10.11 Whenever possible, unit members at schools that develop SIP plans and have requested
29 release time for staff development and/or professional growth shall have the request honored.

30 10.12 Any high school undergoing a full WASC accreditation will have the option of customizing
31 their student schedule to incorporate up to five (5) student minimum days. Any high school
32 undergoing a mid-term (three-year) WASC accreditation review following a full, six (6) year
33 accreditation may, upon request, customize their student schedule to incorporate up to three

ARTICLE 10 HOURS OF EMPLOYMENT

1 (3) student minimum days. The instructional minutes of the remaining days will be increased
2 to make up any student time lost as a result of the aforementioned minimum days. The School
3 Site Council will work with the principal to determine the number of days and the schedule of
4 minimum days. Such schedule will be submitted to the Deputy Superintendent no later than
5 March 1st of the year preceding the review.

ARTICLE 10 HOURS OF EMPLOYMENT

1 Memorandum of Understanding (MOU)
2 Between
3 the Corona-Norco Unified School District
4 and the
5 Corona Norco Teachers Associations
6 Professional Collaboration Time (PCT)

7 A common interest for both District and CNTA is increasing opportunities for Professional Teacher
8 Time (PTT) and/or Professional Learning Communities (PLC). These collaborative times shall jointly
9 be called Professional Collaboration Time (PCT). At sites currently (as of school year 2011-12)
10 participating in PTT time, the PTT model shall be the default model unless modified through a site
11 waiver. At sites currently (as of school year 2011-12) utilizing PLC, the PLC model shall be the
12 default model unless modified through a site waiver.

13 Beginning with the 2009/10 school year, in lieu of the minimum days outlined in Article 10.12 of the
14 CBA, each elementary and intermediate/middle school shall have one shortened student day per week
15 to allow for PCT. It is the intent that each PCT period created by the MOU will be approximately, but
16 not longer than, 90 minutes in length. This loss of instructional minutes will be offset by the
17 incorporation of current minimum days and by lengthening the instructional day on the other four days
18 of the week (by extending the student instructional time). The total number of instructional minutes
19 per week shall not exceed the number of instructional minutes in a typical week (i.e., one without
20 minimum days) in the 2014/15 school year. After school duty shall be designed so that it does not
21 overlap with any part of a PCT period. The PCT shall not extend into the teacher preparation period.
22 Teachers will not be required to complete PCT work outside of the PCT period. PCT on 3/4 of the
23 shortened days shall be teacher directed/designed for grade-level, cross-grade level, cross track,
24 departmental or intradepartmental planning and team collaboration. The utilization of the 1/4
25 administrator meeting will take place on the first Wednesday of each month, if needed. This schedule
26 allows flexibility for school sites to collaborate. Administrators may attend any PCT meeting.
27 Administrators may require agendas, minutes, or other evidence of "product". Site staff meetings
28 shall not be scheduled on these days. Unit members are expected to work in appropriate educational
29 settings with colleagues. The utilization of the PCT on the remaining days shall be collaboratively
30 determined by affected unit members at each site (collaborative decision making is when stakeholders
31 identify common interests and create options to address those interests).

32 In the event that a unit member or site administrator has concerns with the use of the collaboratively
33 determined PCT at a site being unsuccessful or impracticable, the following progressive steps shall be
34 used:

ARTICLE 10 HOURS OF EMPLOYMENT

- 1 1. The individual voicing concerns shall be referred to the school site for resolution.
- 2 2. A joint, collaborative review of the use of the PCT at a site will conducted by CNTA and the
3 District within 10 school days.
- 4 3. If either CNTA or District administration may request that facilitated collaborative problem-
5 solving be implemented at the site with affected unit members and site administrator(s), within
6 10 school days of Step 2.
- 7 4. If either CNTA or the District has concerns relative to the lack of the affected unit members'
8 support of the current utilization of collaboratively determined PCT at their site, a secret ballot
9 vote will be conducted by CNTA, in consultation with the site administrator(s) within 5 school
10 days. If less than 75% of the affected unit members support the current utilization of PCT, the
11 unit members and site administrator(s) will meet to redesign the use of this time within 10
12 school days. Either CNTA or the District may request that these meetings be facilitated.

13 For the purpose of program improvement, CNTA and the District will collaboratively design and
14 implement a comprehensive ongoing evaluation process to be reported to Educational Services and
15 CNTA by May 15th of each year.

16 This MOU, including the modification of the teacher workday (Article 10.2 (g) of the CBA), will
17 sunset on June 30, 2019 unless it is extended by both parties.

18 The existing Site Contract Waiver should be used to propose any further modifications to daily
19 working conditions at a site.

20 **Intent Language for the Professional Collaboration Time (PLC)**

21 **MEMORANDUM OF UNDERSTANDING**

22 **BETWEEN THE CORONA-NORCO UNIFIED SCHOOL DISTRICT**

23 **AND**

24 **CORONA-NORCO TEACHERS ASSOCIATION**

25 This document is to clarify the commonly agreed upon intent of the language in the PLC MOU. The
26 language in the original MOU will be left as is. The District and the Association will use the language
27 and collect data with regards to any areas of concern to the process described in the language.

ARTICLE 10 HOURS OF EMPLOYMENT

1 Site administration and unit members will be expected to use problem-solving steps 1-4 already in the
2 MOU. The bargaining teams will jointly review the steps of problem solving at the meeting held to
3 review the contract at the beginning of the school year.

4 All unit members are expected to work collaboratively. The intention is to have norms and roles in the
5 groups to maintain a professional atmosphere.

6 Unit members will collaboratively identify curricular areas of need and develop teams which will
7 address these needs. Ex. In a math department there may be an area that is not generalized to the whole
8 department like Pre-Calculus. In that case, only effected teachers would meet collaboratively to
9 address the area of concern. Uneffected members will still be expected to collaborate in an alternative
10 group.

11 This MOU will sunset on June 30, 2019 unless it is extended by both parties.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CORONA-NORCO UNIFIED SCHOOL DISTRICT

AND

CORONA-NORCO TEACHERS ASSOCIATION

16 This Memorandum of Understanding is an agreement between the Corona-Norco Unified School
17 District and the Corona Norco Teachers Association concerning Article 10.4 c.

18 A common interest of both parties is to examine the cost, District-wide, when classroom teachers
19 submit timecards as IEP meetings extend more than thirty (30) minutes past the conclusion of the
20 teacher workday. Classroom teachers may submit time cards for up to twenty (20) hours annually at
21 curriculum rate, in thirty (30) minute increments, for after school IEP meetings only (at late start
22 schools meetings may be before school). Time begins thirty (30) minutes after the completion or
23 before the start of the professional day.

24 This MOU will sunset on June 30, 2019 unless it is extended by both parties.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CORONA-NORCO UNIFIED SCHOOL DISTRICT

AND

CORONA-NORCO TEACHERS ASSOCIATION

ARTICLE 10 HOURS OF EMPLOYMENT

1 This Memorandum of Understanding is an agreement between the Corona-Norco Unified School
2 District and the Corona Norco Teachers Association concerning Article 10.4 c.

3 A common interest of both parties is to examine the cost, District-wide, when classroom teachers
4 submit timecards as SST and 504 meetings extend more than thirty (30) minutes past the conclusion of
5 the teacher workday. Classroom teachers may submit time cards for up to twenty (20) hours annually
6 at curriculum rate, in thirty (30) minute increments, for after school IEP meetings only (at late start
7 schools meetings may be before school). Time begins thirty (30) minutes after the completion or
8 before the start of the professional day.

9 This MOU will sunset on June 30, 2019 unless it is extended by both parties.

10

ARTICLE 11. UNIT MEMBER SAFETY

1 11.1 A unit member shall not be required to work or engage in any activity which poses an
2 immediate hazard to life or limb or which is contrary to the requirements for safe working
3 conditions as established under the California Occupational Safety and Health Act of 1973
4 (CAL/OSHA). Enforcement and rule-making authority is lodged with the Department of
5 Industrial Relations. The Division of Industrial Safety has jurisdiction over inspection and the
6 enforcement of standards; therefore, any disputes arising relating to safety conditions may be
7 processed through the Department of Industrial Relations and grievances may be appealed up
8 to Level Two of the grievance procedure. Copies of safety reports from this and any other
9 government agency shall be promptly forwarded to the Association.

10 11.2 The District shall take reasonable action to identify and eliminate unsafe working conditions
11 and activities.

12 (a) Should a unit member feel that such a condition or activity exists, the immediate
13 supervisor shall be so informed. The immediate supervisor shall initiate action within five
14 (5) days to correct the condition or shall promptly inform the unit member of the reasons
15 for inaction. Should a unit member feel that there is immediate danger to the unit
16 member's health, the unit member shall report that danger immediately to the supervisor.
17 If the supervisor determines that such a danger exists, immediate action shall be taken by
18 the supervisor.

19 (b) Whenever the District receives a report on a suspected condition which may be a threat to
20 the health and safety of any bargaining unit member, such complete report shall be given
21 to the affected employee and to the association within ten (10) working days of receipt of
22 the report.

23 11.3 Should a unit member feel that a student assigned to the unit member's classroom has a
24 contagious disease or infestation, the unit member shall immediately send the student to the
25 site level administrator. It shall be the site level administrator's responsibility to get the
26 student to a school nurse. Until the nurse has determined that the student does have a
27 contagious disease or infestation, the student shall not be allowed back in the classroom.

28 11.4 **Specialized Health Care Procedures**

29 Among bargaining unit members only qualified nurses shall be required to provide and
30 conduct necessary medical procedures (such as clean intermittent catheterization, injections,
31 suction, gavage feeding, and drainage). Unit members, other than qualified school nurses,
32 shall not be required to perform any medical procedure on a student. Unit members may be

ARTICLE 11. UNIT MEMBER SAFETY

1 required to attend training on said procedures in order to respond in an emergency situation.
2 Such training shall be during the unit member's duty day or the unit member shall receive
3 compensation at the curriculum preparation and in-service planning hourly rate for training
4 taken during non-duty time.

5 11.5 Assault, battery, physical abuse, or repeated verbal abuse, including harassment by means of
6 an electronic device, upon a unit member at any time or place (including extra curricular
7 activities associated with the school) shall constitute good cause for suspension or expulsion
8 of the student from school in accordance with legal requirements and appropriate District
9 policies. Should a unit member be attacked, assaulted, or menaced by any person, including
10 harassment by means of an electronic device in the course of employment, the unit member
11 shall report the incident orally and in writing to the immediate supervisor who shall report the
12 incident to the police. The district shall comply with any reasonable request from the unit
13 member for information in its possession relating to the incident or the persons involved when
14 legally permissible.

15 11.6 A unit member may suspend, for good cause, as defined in statute, any pupil from the
16 unit member's class for the day of the suspension and the day following. The unit
17 member shall immediately report the suspension to the site administrator orally and in
18 writing and send the pupil to the site administrator for the appropriate action. As soon
19 as possible, the unit member shall ask the parent or guardian of the pupil to attend
20 parent-teacher conference regarding the suspension. A school administrator shall
21 attend the conference if the unit member or the parent or guardian so requests. The
22 pupil shall not be returned to the class from which he/she was suspended during the
23 period of suspension without the concurrence of the unit member and the site
24 administrator.

25 11.7 A pupil suspended from a class shall not be placed in another regular class during the
26 period of suspension.

27 11.8 The District shall take the following action to provide a healthy work environment for all unit
28 members.

29 (a) Unit members shall be promptly notified and the District shall take action to minimize
30 physical activity during any smog alerts.

ARTICLE 11. UNIT MEMBER SAFETY

1 (b) The District shall make a reasonable effort to minimize the noise level at unit
2 members' work locations. Maintenance and custodial activities shall be scheduled
3 whenever possible so as to avoid instructional disruptions.

4 11.9 Each site will form a safe-school committee comprised of the principal or their designee and
5 three (3) Association staff members elected by the certified staff at their site. Each safe-
6 school committee shall be formed and meet no later than the thirtieth (30th) workday at each
7 site. School traffic concerns shall be included in the safety issues to be considered by the safe-
8 school committee. If requested by the safe-school committee, the District will provide the
9 resources of the supervisor of student safety.

10 11.10 Bargaining unit members shall not be directed to direct traffic on the public streets.

11 11.11 When school break-ins occur, unit members shall be reimbursed for the loss or damage to
12 personal property up to a maximum of \$100.00 per unit member. The District responsibility
13 for reimbursement shall not exceed \$10,000.00 per school year.

14 11.12 Indoor Air Quality: A stakeholder committee will be established by March 31, 2009. A
15 Program will be designed by May 15, 2009 and a written proposal will be made to the
16 Bargaining Team for review no later than June 1, 2009 unless a later date is agree by both
17 parties.

ARTICLE 12. CLASS SIZE

1 12.1 The District shall maintain the following maximum class sizes.

- 2 (a) Kindergarten 33
- 3 (b) 1st Grade 32
- 4 (c) 2nd Grade 32
- 5 (d) 3rd Grade 32
- 6 (e) 4th Grade 34
- 7 (f) 5th Grade 34
- 8 (g) 6th Grade 34
- 9 (h) 7th through 12th Grade 42 (Excluding Music, Typing, Physical
10 Education & Drama)
- 11 (i) Secondary typing and Physical Education 55
12 (The number of students assigned to any secondary typing class shall not exceed the
13 number of work stations available for that class)
- 14 (j) Opportunity Classes Located at Middle and Intermediate Schools 20
- 15 (k) For the first five (5) school days of the school year, the district will have flexibility
16 with regard to class size. Beginning on the 6th school day the District shall provide
17 classroom support in the form of a certificated substitute until the class size is within
18 the stated contract maximums. The classroom teacher may decline District offered
19 support. The District, however, is not require to offer any other form of assistance or
20 compensation.

21 The Parties agree that the stated maximums are not optimum and that every effort will be
22 made to keep class sizes below the maximum allowed. No classroom teachers shall be
23 required to accept more than the stated maximum number of students.

24 12.2 The District shall maintain the size of an elementary traditional graded combination class at
25 two (2) students less than the above maximums except upon written approval of the classroom
26 teacher to exceed this maximum.

27 12.3 The District shall continue to staff schools according to the following ratios:

- 28 (a) 33.5 students to one classroom teacher: K-6
- 29 (b) 30.5 students to one classroom teacher: 7-8
- 30 (c) 30.0 students to one classroom teacher: 9-12

ARTICLE 12. CLASS SIZE

1 12.4 The District agrees to perform information upon request to the Association which will enable
2 the Association to review the above provisions.

ARTICLE 12. CLASS SIZE

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CORONA-NORCO UNIFIED SCHOOL DISTRICT
AND
CORONA-NORCO TEACHERS ASSOCIATION**

April, 2014

This Memorandum of Understanding is agreed upon between the Corona-Norco Unified School District and Corona-Norco Teachers Association concerning Article 12.1.

For purposes of Article 12.1 “The District shall maintain the following maximum class sizes:

- (a) Kindergarten 33
- (b) 1st grade 32
- (c) 2nd grade 32
- (d) 3rd grade 32
- (e) 4th grade 34
- (f) 5th grade 34
- (g) 6th grade 34
- (h) 7th through 12th 42 (excluding Music, Typing, PE and Drama)
- (i) Secondary Typing and PE 55
- (j) Opportunity class located at middle and intermediate schools 20

The District and the Association have mutually agreed to open the article for negotiations for the 2014-15 school year. The article was discussed at the table during the negotiations session in April, 2014. The District and the Association mutually agreed to keep the current class sizes, as stated above, in effect at each school site.

It is understood by both parties that the Article may be opened by either party each year. It is understood that any funding used to reduce class size will be applied to the overall allotment of CNTA total compensation increases.

Except as expressly modified herein, the Agreement between the parties shall be unchanged.

This Memorandum of Understand shall constitute the entire agreement of the parties as to this issue and may only be modified or amended in writing, signed by both parties.

ARTICLE 12. CLASS SIZE

**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING (MOU) dated April 2014
between the Corona-Norco Unified School District (CNUSD) and the Corona-Norco
Teachers Association (CNTA)**

April 6, 2015

Grade Span Adjustment Average and Class Size Reduction

This Addendum is entered into by and between the Corona-Norco Unified School District and the Corona-Norco Teachers Association concerning the mutual agreement to lower class size and balance grade levels/tracks at school sites throughout TK-12 grade. This mutual agreement will be referred to as Grade Span Adjustment (GSAA). The Class Size MOU dated April 2014, notwithstanding, this Addendum reflects the intent of both parties going forward.

1. School Year (SY) 2014-15 will be the Base Year 1 (BY1). Periodically, new Base Years may be negotiated. District average class size will not exceed previous year.
2. Changes to site and grade level/caseload averages shall be predicated on space available.
3. Should COLA be deficiated in any particular year or should COLA funding be insufficient to cover the 1% dedicated to Salary Schedule Step and Column increases, Base Year 1 averages/caps will be applied as long as there is a COLA deficit/insufficiency.
4. Beginning in SY 2016-17, GSAA will be implemented with the following exceptions:
 - a. Unit members in TK will have a hard cap of 25 students.
 - b. Grades K-3 will have a GSAA/target of 29 students per class. Affected individual unit members with over 31 students will receive a stipend of \$500 per semester, up to \$1,000 for the year. Reducing class size grades K-3 is a priority of the District and CNTA.
 - c. Grades 4-6 will have a GSAA/target of 32 students per class. Affected individual unit members with over 33 students will receive a stipend of \$500 per semester, up to \$1,000 for the year.
 - d. Grades 7-8 will have a GSAA/target of 38 students per class. Affected unit members with over 228 class contacts per six (6) periods will receive a paid stipend: 229-234 contacts will receive \$600 each semester; over 234 will receive \$1000 each semester. Unit members with over 195 class contacts per five (5) periods will receive a paid

ARTICLE 12. CLASS SIZE

1 stipend: 196-200 contacts will receive \$600 per semester; 201-210 class contacts will
2 receive \$1000 each semester. The above formula excludes PE, music, band, drama,
3 and special programs. Student assistants (TAs) are not factored in the formula. This
4 excludes teachers selling preps.

5 e. Grades 9-12 will have a GSAA/target of 39 students per class. Affected individual
6 unit members with over 195 class contacts per 5 periods will receive a paid stipend:
7 196-200 contacts will receive \$600 each semester; 201-210 class contacts will
8 receive \$1,000 each semester. The above formula excludes athletics/PE, music, band,
9 drama, and special programs. Student assistants (TAs) are not factored in the
10 formula. This excludes teachers selling preps.

11 f. Physical Education grades 6-12 will have a GSAA/target at 53 per class. If the total
12 daily average of 53 is exceeded, then the affected unit member will receive a stipend
13 of \$600 per semester. If the total daily average of 54 is exceeded, then the affected
14 unit member will receive a stipend of \$1,000 per semester.

15 g. Affected unit members in Special Education Day classes will have a caseload
16 GSAA/target of the following self-contained classrooms:

- 17 i. 17 students per elementary NSH teacher
- 18 ii. 13 students per elementary SH teacher
- 19 iii. 17 students per 7-8 NSH teacher
- 20 iv. 17 students per secondary SH teacher

21 Affected individual unit members with caseloads over the target will receive a stipend of \$500 per
22 semester, up to \$1,000 for the year.

23 5. For the 2015-2016 school year the Association will dedicate .5% to GSAA and the District
24 will match percentage. Any unused portion of the Association's .5% will be redistributed to
25 members employed in 2015-2016 by August 31, 2016.

26 6. Each year the Association and the District will "Meet and Confer" regarding the amount of
27 the new dedicated money to be utilized for GSAA.

28 7. At high schools, academic guidance counselors and intermediate student advisors will
29 receive a \$500 stipend per year due to additional hours for GSAA.

30 8. The intent of this Addendum is to reduce class sizes each year.

ARTICLE 12. CLASS SIZE

- 1 9. A semester is equivalent to 90 days. Additional students over the amount described in
- 2 section 4 must be enrolled at least 46 days in order for the teacher to receive the stipend.

- 3 10. This Addendum will expire at the end of each year unless it is renewed, or modified and
- 4 renewed, by both parties.

ARTICLE 12. CLASS SIZE

**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING (MOU) dated April 2015
between the Corona-Norco Unified School District (CNUSD) and the Corona-Norco
Teachers Association (CNTA)**

April 6, 2016

Grade Span Adjustment Average and Class Size Reduction

This Addendum is entered into by and between the Corona-Norco Unified School District and the Corona-Norco Teachers Association concerning the mutual agreement to lower class size and balance grade levels/tracks at school sites throughout TK-12 grade. This mutual agreement will be referred to as Grade Span Adjustment (GSAA). The Class Size MOU dated April 2014, notwithstanding, this Addendum reflects the intent of both parties going forward.

1. School Year (SY) 2014-15 will be the Base Year 1 (BY1). Periodically, new Base Years may be negotiated. District average class size will not exceed previous year.
2. Changes to site and grade level/caseload averages shall be predicated on space available.
3. Should COLA be deficiated in any particular year or should COLA funding be insufficient to cover the 1% dedicated to Salary Schedule Step and Column increases, Base Year 1 averages/caps will be applied as long as there is a COLA deficit/insufficiency.
4. Beginning in SY 2016-17, GSAA will be implemented with the following exceptions:
 - a. Unit members in TK will have a hard cap of 25 students.
 - b. Kindergarten will have a GSAA/target of 28 students per class. Affected individual unit members with over 28 students will receive a stipend of \$500 per semester, up to \$1,000 for the year.
 - c. Grades 1-3 will have a GSAA/target of 29 students per class. Affected individual unit members with over 30 students will receive a stipend of \$500 per semester, up to \$1,000 for the year. Reducing class size grades K-3 is a priority of the District and CNTA.
 - d. Grades 4-6 will have a GSAA/target of 31 students per class. Affected individual unit members with over 32 students will receive a stipend of \$500 per semester, up to \$1,000 for the year.

ARTICLE 12. CLASS SIZE

- 1 e. Grades 7-8 will have a GSAA/target of 38 students per class. Affected unit
 2 members with over 228 class contacts per six (6) periods will receive a paid
 3 stipend: 229-234 contacts will receive \$600 each semester; over 234 will receive
 4 \$1000 each semester. Unit members with over 195 class contacts per five (5)
 5 periods will receive a paid stipend: 196-200 contacts will receive \$600 per
 6 semester; 201-210 class contacts will receive \$1000 each semester. The above
 7 formula excludes PE, music, band, drama, and special programs. Student
 8 assistants (TAs) are not factored in the formula. This excludes teachers selling
 9 preps.
- 10 f. Grades 9-12 will have a GSAA/target of 39 students per class. Affected
 11 individual unit members with over 195 class contacts per 5 periods will receive a
 12 paid stipend: 196-200 contacts will receive \$600 each semester; 201-210 class
 13 contacts will receive \$1,000 each semester. The above formula excludes
 14 athletics/PE, music, band, drama, and special programs. Student assistants (TAs)
 15 are not factored in the formula. This excludes teachers selling preps.
- 16 g. Physical Education grades 6-12 will have a GSAA/target at 52 per class. If the
 17 total daily average of 52 is exceeded, then the affected unit member will receive
 18 a stipend of \$600 per semester. If the total daily average of 53 is exceeded, then
 19 the affected unit member will receive a stipend of \$1,000 per semester.
- 20 h. Affected unit members in Special Education Day Classes will have a caseload
 21 GSAA/target of the following self-contained classrooms:

GRADE SPAN	PROGRAM	SOFTCAP	STIPEND
Pre - K	PALS	10	(11) 500
Pre - K	Rocket – 5 Day	15	(16) 500
Pre – K	Rocket – 4 Day	30	(31) 500 (32) 500
K – 6	NSH	15	(16) 500
K – 6	SH	12	(13) 500

ARTICLE 12. CLASS SIZE

K – 6	PALS	10	(11) 500
7 – 8	NSH	15	(16) 500
7 – 8	SH	15	(16) 500
7 – 8	PALS	12	(13) 500
9 – 12	SH (Life Skills)	15	(16) 500
Elem/Int/HS	II	12	(13) 500

1 Affected individual unit members with caseload over the target will receive a stipend of \$500 per
 2 semester, up to \$1,000 for the year.

3 5. For the 2015-16 school year the Association will dedicate .5% to GSAA, and the District will
 4 match percentage. Any unused portion of the Association’s .5% will be redistributed to
 5 members employed in 2015-2016 by August 31, 2016.

6 6. For the 2016-17 school year the Association will dedicate the remaining available balance of
 7 the .5% in the GSAA account, and the District will continue to match this percentage. Any
 8 unused remaining available balance of the Association’s .5% will be redistributed to members
 9 employed in 2016-2017 by August 31, 2017.

10 7. Each year the Association and the District will “Meet and Confer” regarding the amount of
 11 new dedicated money to be utilized for GSAA staffing.

12 8. At high schools, academic guidance counselors and intermediate student advisors will receive
 13 a \$500 stipend per year due to additional hours for GSAA.

14 9. The intent of this Addendum is to reduce class sizes each year.

15 10. A semester is equivalent to 90 days. Additional students over the amount described in section
 16 4 must be enrolled at least 32 days in order for the teacher to receive the stipend.

17 This Addendum will expire at the end of each school year unless it is renewed, or modified and
 18 renewed, by both parties.

ARTICLE 12. CLASS SIZE

**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING (MOU) dated April 2016
between the Corona-Norco Unified School District (CNUSD) and the Corona-Norco
Teachers Association (CNTA)**

May 22, 2017

Grade Span Adjustment Average and Class Size Reduction

This Addendum is entered into by and between the Corona-Norco Unified School District and the Corona-Norco Teachers Association concerning the mutual agreement to lower class size and balance grade levels/tracks at school sites throughout TK-12 grade. This mutual agreement will be referred to as Grade Span Adjustment (GSAA). The Class Size MOU dated April 2014, notwithstanding, this Addendum reflects the intent of both parties going forward.

1. School Year (SY) 2014-15 will be the Base Year 1 (BY1). Periodically, new Base Years may be negotiated. District average class size will not exceed previous year.
2. Changes to site and grade level/caseload averages shall be predicated on space available.
3. Should COLA be deficated in any particular year or should COLA funding be insufficient to cover the 1% dedicated to Salary Schedule Step and Column increases, Base Year 1 averages/caps will be applied as long as there is a COLA deficit/insufficiency.
4. Beginning in SY 2017-2018, GSAA will be implemented with the following exceptions:
 - a. Unit members in TK will have a hard cap of 25 students.
 - b. Kindergarten will have a GSAA/target of 27 students per class. Affected individual unit members with over 27 students will receive a stipend of \$500 per semester, up to \$1,000 for the year.
 - c. Grades 1 will have a GSAA/target of 28 students per class. Affected individual unit members with over 28 students will receive a stipend of \$500 per semester, up to \$1,000 for the year. Reducing class size grades K-3 is a priority of the District and CNTA.
 - d. Grades 2-3 will have a GSAA/target of 29 students per class. Affected individual unit members with over 29 students will receive a stipend of \$500 per semester, up to \$1,000 for the year. Reducing class size grades K-3 is a priority of the District and CNTA.

ARTICLE 12. CLASS SIZE

e. Grades 4-6 will have a GSAA/target of 31 students per class. Affected individual unit members with over 31 students will receive a stipend of \$500 per semester, up to \$1,000 for the year.

GRADE SPAN	PROGRAM	SOFTCAP	STIPEND per semester
TK	General Ed	25 hard cap	
K	General Ed	27	(28) \$500
1	General Ed	28	(29) \$500
2-3	General Ed	29	(30) \$500
4-6	General Ed	31	(32) \$500

f. Grades 7-8 will have a GSAA/target of 38 students per class. Affected unit members with over 228 class contacts per six (6) periods will receive a paid stipend: 229-234 contacts will receive \$600 each semester; over 234 will receive \$1000 each semester. Unit members with over 195 class contacts per five (5) periods will receive a paid stipend: 196-200 contacts will receive \$600 per semester; 201-210 class contacts will receive \$1000 each semester. The above formula excludes PE, music, band, drama, and special programs. Student assistants (TAs) are not factored in the formula. This excludes teachers selling preps.

g. Grades 9-12 will have a GSAA/target of 39 students per class. Affected individual unit members with over 195 class contacts per 5 periods will receive a paid stipend: 196-200 contacts will receive \$600 each semester; 201-210 class contacts will receive \$1,000 each semester. The above formula excludes athletics/PE, music, band, drama, and special programs. Student assistants (TAs) are not factored in the formula. This excludes teachers selling preps.

h. Physical Education grades 6-12 will have a GSAA/target at 52 per class. If the total daily average of 52 is exceeded, then the affected unit member will receive a stipend of \$600 per semester. If the total daily average of 53 is exceeded, then the affected unit member will receive a stipend of \$1,000 per semester.

ARTICLE 12. CLASS SIZE

- i. Affected unit members in Special Education Day Classes will have a caseload GSAA/target of the following self-contained classrooms:

GRADE SPAN	PROGRAM	SOFTCAP	STIPEND per semester
Pre - K	PALS	10	(11) \$500
Pre - K	Rocket – 5 Day	15	(16) \$500
Pre – K	Rocket – 4 Day	30	(31) \$500 (32) \$500
TK/K	SDC	15	(16) \$500
1– 6	NSH	15	(16) \$500
1 – 6	SH	12	(13) \$500
K – 6	PALS	10	(11) \$500
7 – 8	NSH	15	(16) \$500
7 – 8	SH	15	(16) \$500
7 – 8	PALS	12	(13) \$500
9 – 12	SH (Life Skills)	15	(16) \$500
Elem/Int/HS	II	12	(13) \$500

Affected individual unit members with caseload over the target will receive a stipend of \$500 per semester, up to \$1,000 for the year.

- 5. A semester is equivalent to 90 days. Additional students over the amount described in section 4 must be enrolled at least 32 days in order for the teacher to receive the stipend.
- 6. For the 2015-16 school year the Association will dedicate .5% to GSAA, and the District will match percentage. Any unused portion of the Association’s .5% will be redistributed to members employed in 2015-2016 by August 31, 2016.
- 7. For the 2016-17 school year the Association will dedicate the remaining available balance of the .5% in the GSAA account, and the District will continue to match this percentage. Any unused remaining available balance of the Association’s .5% will be redistributed to members employed in 2016-2017 by August 31, 2017.
- 8. Each year the Association and the District will “Meet and Confer” regarding the amount of new dedicated money to be utilized for GSAA staffing.

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1 9. At high schools, academic guidance counselors and intermediate student advisors will receive
2 a \$500 stipend per year due to additional hours for GSAA.

3 10. The intent of this Addendum is to reduce class sizes each year.

4 11. This Addendum will expire at the end of each school year unless it is renewed, or modified
5 and renewed, by both parties.

6

ARTICLE 12. CLASS SIZE

**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING (MOU) dated April 2016
between the Corona-Norco Unified School District (CNUSD) and the Corona-Norco
Teachers Association (CNTA)**

May 22, 2018

Grade Span Adjustment Average and Class Size Reduction

This Addendum is entered into by and between the Corona-Norco Unified School District and the Corona-Norco Teachers Association concerning the mutual agreement to lower class size and balance grade levels/tracks at school sites throughout TK-12 grade. This mutual agreement will be referred to as Grade Span Adjustment (GSAA). The Class Size MOU dated April 2014, notwithstanding, this Addendum reflects the intent of both parties going forward.

1. School Year (SY) 2014-15 will be the Base Year 1 (BY1). Periodically, new Base Years may be negotiated. District average class size will not exceed previous year.
2. Changes to site and grade level/caseload averages shall be predicated on space available.
3. Should COLA be deficated in any particular year or should COLA funding be insufficient to cover the 1% dedicated to Salary Schedule Step and Column increases, Base Year 1 averages/caps will be applied as long as there is a COLA deficit/insufficiency.
4. Beginning in SY 2018-2019, GSAA will be implemented with the following exceptions:
 - a. Unit members in TK will have a hard cap of 25 students.
 - b. Kindergarten will have a GSAA/target of 26 students per class. Affected individual unit members with over 26 students will receive a stipend of \$500 per semester, up to \$1,000 for the year.
 - c. Grades 1 will have a GSAA/target of 27 students per class. Affected individual unit members with over 27 students will receive a stipend of \$500 per semester, up to \$1,000 for the year. Reducing class size grades K-3 is a priority of the District and CNTA.
 - d. Grades 2 will have a GSAA/target of 28 students per class. Affected individual unit members with over 28 students will receive a stipend of \$500 per semester, up to \$1,000 for the year. Reducing class size grades K-3 is a priority of the District and CNTA.

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- e. Grades 3 will have a GSAA/target of 29 students per class. Affected individual unit members with over 29 students will receive a stipend of \$500 per semester, up to \$1,000 for the year. Reducing class size grades K-3 is a priority of the District and CNTA.
- f. Grades 4-6 will have a GSAA/target of 31 students per class. Affected individual unit members with over 31 students will receive a stipend of \$500 per semester, up to \$1,000 for the year.

GRADE SPAN	PROGRAM	SOFTCAP	STIPEND per semester
TK	General Ed	25 hard cap	
K	General Ed	26	(27) \$500
1	General Ed	27	(28) \$500
2	General Ed	28	(29) \$500
3	General Ed	29	(30) \$500
4-6	General Ed	31	(32) \$500
School sites impacted by facility limitations may request K-2 intervention determined by the site.			

- g. Grades 7-8 will have a GSAA/target of 38 students per class. Affected unit members with over 228 class contacts per six (6) periods will receive a paid stipend: 229-234 contacts will receive \$600 each semester; over 234 will receive \$1000 each semester. Unit members with over 195 class contacts per five (5) periods will receive a paid stipend: 196-200 contacts will receive \$600 per semester; 201-210 class contacts will receive \$1000 each semester. Affected unit members with over 267 class contacts per seven (7) periods will receive a paid stipend: 267-273 contacts will receive \$600 each semester; over 274 will receive \$1000 each semester. The above formula excludes PE, music, band, drama, and special programs. Student assistants (TAs) are not factored in the formula. Teachers will not be pulled from the master schedule for special programs if classes in the content area to which the pulled teacher is assigned, exceed the target of (38) thirty eight students.
- h. Grades 9-12 will have a GSAA/target of 39 students per class. Affected individual unit members with over 195 class contacts per 5 periods will receive a paid stipend: 196-200 contacts will receive \$600 each semester; 201-210 class contacts will receive \$1,000 each semester. Affected individual unit members with over 235 class contacts

ARTICLE 12. CLASS SIZE

per 6 periods will receive a paid stipend: 235-240 contacts will receive \$600 each semester; over 241-252 class contacts will receive \$1,000 each semester. The above formula excludes athletics/PE, music, band, drama, and special programs. Student assistants (TAs) are not factored in the formula. Teachers will not be pulled from the master schedule for special programs if classes in the content area to which the pulled teacher is assigned, exceed the target of (39) thirty nine students.

- i. Physical Education grades 6-12 will have a GSAA/target at 52 per class. If the total daily average of 52 is exceeded, then the affected unit member will receive a stipend of \$600 per semester. If the total daily average of 53 is exceeded, then the affected unit member will receive a stipend of \$1,000 per semester.

Future Class Size Targets:

School Year	18/19	19/20	20/21
K	26	26	26
1	27	26	26
2	28	27	26
3	29	28	28
4-6	31 *	32**	32**

*Study, plan and develop a program in the year 18-19 for relief for 4-6 grade teachers.

**Implement plan beginning in the year 19-20 to provide relief for 4-6 grade teachers, that includes release time.

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- 1 j. Affected unit members in Special Education Day Classes will have a caseload
 2 GSAA/target of the following self-contained classrooms

GRADE SPAN	PROGRAM	SOFTCAP	STIPEND	HARDCAP
Pre - K	PALS			10
Pre - K	Rocket – 5 Day	15	(16) 500	17
Pre – K	Rocket – 4 Day	30	(31) 500 (32) 500	32
K – 6	NSH	15	(16) 500	17
K – 6	SH	12	(13) 500	14
K – 6	PALS			10
7 – 8	NSH	15	(16) 500	17
7 – 8	SH	15	(16) 500	17
9 – 12	SH/Adult Transition (Life Skills)	15	(16) 500	17
Elem/Int/HS	II			10

3
 4 *** Members exceeding the soft cap may request one sub day per trimester in order to write IEP’s on site.

5 Affected individual unit members with caseload over the target will receive a stipend of \$500 per
 6 semester, up to \$1,000 for the year.

7 5. A semester is equivalent to 90 days. Additional students over the amount described in section
 8 4 must be enrolled at least 32 days in order for the teacher to receive the stipend.

9 6. For the 2015-16 school year the Association will dedicate .5% to GSAA, and the District will
 10 match percentage. Any unused portion of the Association’s .5% will be redistributed to
 11 members employed in 2015-2016 by August 31, 2016.

12 7. For the 2016-17 school year the Association will dedicate the remaining available balance of
 13 the .5% in the GSAA account, and the District will continue to match this percentage. Any
 14 unused remaining available balance of the Association’s .5% will be redistributed to members
 15 employed in 2016-2017 by August 31, 2017.

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- 1 8. Each year the Association and the District will “Meet and Confer” regarding the amount of
2 new dedicated money to be utilized for GSAA staffing.
- 3 9. At high schools, academic guidance counselors and intermediate student advisors will receive
4 a \$500 stipend per year due to additional hours for GSAA.
- 5 10. The intent of this Addendum is to reduce class sizes each year.
- 6 This Addendum will expire at the end of each school year unless it is renewed, or modified and
7 renewed, by both parties.

ARTICLE 13. LEAVES

1 13.1 By December 1st, the district shall provide each unit member with a written statement of
2 accrued sick leave entitlement for the academic year.

3 13.2 **Absences for Illness or Accident (Sick Leave)**

4 a) Each unit member shall be entitled to absence with full pay for personal illness or
5 injury, exclusive of all days the unit member is not required to render services to the
6 District for an academic year of service according to the following schedule:

7 (1) .054 day per full workday of service;

8 (2) .054 day of leave per less-than-full day of service;

9 If such unit member does not take the full amount of leave allowed in any academic
10 year under this provision, the amount not taken shall be accumulated from year to
11 year. A part-time unit member employed on a regular basis is entitled to that pro-
12 rated amount of sick leave based upon the percentage relationship between the
13 number of days the specific unit member works and the number of days of a full-time
14 assignment.

15 b) When a unit member is absent from duties on account of illness or accident for the
16 period of five (5) school months or less, whether or not the absence arises out of or in
17 the course of employment of the unit member, and has exhausted all entitlement of
18 fully-paid sick leave, the amount paid the unit member shall be the difference between
19 the unit member's regular salary and the regular daily substitute teacher salary.
20 Should the unit member be absent for thirty-one (31) or more consecutive working
21 days, the amount paid shall be the difference between the unit member's regular
22 salary and the long-term substitute teacher salary retroactive to the first day of
23 absence. Each unit member shall be guaranteed no less than thirty five dollars (\$35)
24 per day of absence. In the event a substitute is not employed, the amount paid the unit
25 member shall be either (1) the difference between the amount which would have been
26 paid a substitute at the regular daily or long-term substitute rate (whichever is
27 applicable) and the unit member's regular salary or (2) fifty percent (50%) of the unit
28 member's salary, whichever is greater. The District shall make every reasonable
29 effort to secure substitutes for absent classroom teachers and for resource specialists
30 absent for five (5) or more consecutive school days.

31 c) In the event absence due to illness is five (5) consecutive workdays or less, the unit
32 member shall sign a statement declaring illness. If the illness is for a period

ARTICLE 13. LEAVES

1 exceeding five (5) consecutive workdays, the unit member shall provide the District
2 with a statement signed by a physician, indicating the unit member was ill for the
3 stated period, and the unit member is now able to return to regular duties.

4 d) At any time, the district may require a physician's statement of the nature of the
5 illness and the fitness of the unit member to return to work. The physician's fee and
6 the expenses of any necessary tests or examinations required by this subsection (d)
7 shall be paid by the District. The District reserves the right to designate the physician.
8 Those fees and expenses required by subsection (c) shall be borne by the unit member.

9 e) The annual sick leave allowance shall be available to the unit member after reporting
10 for duty. Payment received for sick leave allowance in excess of days actually earned
11 shall be refunded to the District upon termination of employment.

12 f) The provisions of this section shall also apply due to quarantine by order of any
13 authorized health officer in the State of California, not arising out of or in the course
14 of employment.

15 g) An absent unit member's request for a particular substitute shall be honored whenever
16 possible. Unit members shall make requests for substitutes to the Human Resources
17 Division, and shall not make substitute arrangements themselves.

18 h) Accrued fully-paid sick leave entitlement shall be reduced on a pro-rated basis for less
19 than full-day absences in increments of one-seventh (1/7) day.

20 i) Unit members may donate as many of their personal sick leave days, beyond a base of
21 ten (10) personal sick days, as they wish to immediate family members who are
22 certified employees of the District. The definition of immediate family member in
23 this section is found in Paragraph 13.4, Bereavement Leave. Registered domestic
24 partners and their equivalent family members are included in this definition of family.
25 these conditions shall apply:

26 (1) Donations are voluntary;

27 (2) Donating unit members shall be able to do so after the receiving unit member
28 has exhausted his/her own personal sick days; and,

29 (3) Any other mutually agreed upon condition.

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- 1 j) During the first twenty (20) days of the first semester and the first ten (10) days of the
2 second semester, the District will make every effort to provide substitute support for
3 high school counselors from the first day of absence.

4 13.3 **Pregnancy Related Disability**

- 5 a) Female unit members covered by this Agreement shall be entitled to utilize paid leave upon
6 presentation of verification from the employee's treating physician stating:
- 7 (1) The nature of the disability;
- 8 (2) The expected duration of the disability; and
- 9 (3) When the employee is free to return to her regular duties without restriction.
- 10 b) The unit member may serve until such time as it is decided by a physician that she is
11 unable to perform the services required in her particular position.
- 12 c) No later than the end of the sixth (6th) month of pregnancy, the unit member is required to
13 provide Human Resources with a statement from her physician indicating her expected
14 date of disability and a prognosis of her ability to perform her contractual duties. She is
15 required to serve until such time as illness or childbirth requires her absence, or identified
16 by her physician.
- 17 d) Prior to the time the unit member is scheduled to return to her regular duties, she will
18 provide Human Resources with a letter from her physician stating that she is free to
19 return to her regular duties without restriction.
- 20 e) Up to four consecutive weeks of accrued sick leave may be reclassified as adoptive leave
21 and used for the purpose of receiving and caring for a newly adoptive child who has not
22 yet entered first grade. This benefit will not be subject to the difference due provisions of
23 this article. Such leave is only available for a formal, legal adoption and the unit member
24 must provide the District with proof of such qualifications.
- 25 f) At the end of pregnancy or adoptive leave, the unit member may request an unpaid leave
26 for the remainder of the work year. If the unit member returns during the same work
27 year, her current assignment will be held for her.
- 28 g) Upon written request of the unit member, the District may extend the unpaid leave for
29 one additional academic year. An extension will normally be granted only if the unit

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1 member's initial unpaid leave has been for less than a full year. in cases of miscarriage,
2 an individual on unpaid leave may be consider for immediate placement provided a
3 position for which the individual is qualified exists and a statement from the attending
4 physician indicates that the individual is able to return full-time duty without detriment to
5 her health.

6 13.4 **Bereavement Leave**

7 When death occurs in the immediate family of any certificated unit member on regular
8 contract, the unit member shall be entitled to five (5) days paid leave of absence for
9 bereavement. The Superintendent may authorize a longer period of bereavement leave with
10 full salary compensation, not to exceed five (5) additional days. Members of the immediate
11 family as used in this section means the spouse, registered domestic partner and their
12 equivalent family members, son, daughter, son-in-law, daughter-in-law, mother, father,
13 mother-in-law, father-in-law, grandmother, grandfather, grandchild, brother, sister, brother-in-
14 law, sister-in-law of the unit member or of the spouse or of the children of the unit member, or
15 any other family member or established member of the immediate household of the unit
16 member as determined by the Assistant Superintendent, Human Resources. When a verified
17 pregnancy results in miscarriage that results in a memorial service, the employee experiencing
18 a miscarriage shall be entitled to no more than five (5) days of bereavement leave. A "child"
19 means a biological, foster, or adopted child, stepchild, a legal ward, or a child of a person
20 standing in loco parentis. A "parent" means a biological, foster, or adoptive parent, a step
21 parent, or a legal guardian.

22 13.5 **Military Leave of Absence**

- 23 a) The Board of Education shall grant a leave of absence to all certified unit members on a
24 regular contract, for the duration of military service, subject only to the presentation of
25 satisfactory evidence of physical and mental fitness to serve the District on return from
26 military service. Such absence shall not affect in any way the classification of a probationary
27 unit member as a permanent unit member by the District.
- 28 b) Within six (6) months after the honorable discharge of a certified unit member from the armed
29 forces of the United States, such a unit member shall be entitled to return to a position in the
30 classification held by the unit member at the time of entrance into military service and to
31 receive the salary to which the unit member would be entitled had the unit member continued
32 in the service of the school District.

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- c) District payment to the retirement system shall be made for those unit members who make their contributions to the system, either during or immediately following the period of military service.

13.6 Absence Due to Quarantine

Any unit member unavoidably absent from duty under the quarantine arising out of the course of their employment and by order of any authorized health officer in the State of California, shall be paid their regular salary in full for the period of absence.

13.7 Exchange Teaching Leave

Upon the recommendation of the Superintendent, and with the written authorization of the Board of Education, unit members may serve as exchange teachers in foreign countries. During the period of such exchange, the Corona-Norco Unified School District will pay the working salary of its unit members. It is expected that the salary of the exchange teacher working during this period in the Corona-Norco Unified School District will be paid by the district of origin of said exchange teacher.

13.8 Personal Necessity Leave

No more than ten (10) days per academic year of leave of absence for illness or injury allowed pursuant to Education Code Section 44981 and this Agreement may be used by the unit member in the following cases of personal necessity.

- (a) Death of a member of the immediate family, as defined in Article 13.4. (this would be in addition to Bereavement Leave)
- (b) Accident involving the unit member’s person or property or the person or property of a member of their immediate family, as defined above, of such an emergency nature that the immediate presence of the unit member is required during their workday.
- (c) Subpoena for mandatory court appearance as a litigant or a witness. In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to their District, not to exceed the actual amount paid a substitute. The Definition of the word “litigate” does not include a plaintiff in a legal action.
- (d) Serious or critical illness of a member of the immediate family as defined above, calling for services of a physician and of such emergency nature that the immediate

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1 presence of the unit member is required during their workday and which may require
2 verification by a physician's statement.

3 (e) Religious holidays peculiar to the unit member's faith.

4 (f) Adopted parenthood when receiving a child into the home.

5 (g) Parenthood: when a unit member's child is born.

6 (h) No more than five (5) of these ten (10) days of absence may be used by the unit
7 member in cases of personal emergency. Personal emergency is defined as resulting
8 from factors that affect the unit member or their immediate family and involve
9 circumstances the member cannot reasonably be expected to disregard and require
10 their attention during the unit member's assigned hours of service. Acceptable
11 personal emergencies are as follows, and use of the personal emergency leave shall be
12 limited to the following circumstances:

13 (4) Situations involving a member of the unit member's immediate family who is
14 in the military service and require the presence of the employee.

15 (5) Funeral of a very close friend or family member not covered by article 13.4.

16 (6) Court appearance of a member of the immediate family.

17 (7) Marriage of members of the immediate family

18 (8) Graduation of members of the immediate family.

19 (9) Additional services may constitute Personal Emergency, Subject to the
20 approval of the Deputy Superintendent, Human Resources.

21 (10) All ten (10) of these personal necessity days may be used by the unit member
22 for undisclosed personal emergency provided no more than two (2)
23 consecutive personal necessity days shall be used for this purpose before
24 returning to work.

25 The unit member shall be required to sign on a form provided by the District, a
26 statement that such absence was due to personal emergency.

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1 (i) Two (2) days will also be granted for the following reasons, with the unit
2 member being paid the difference between their salary and the salary paid the
3 substitute if a substitute is required:

4 (1) Comprehensive college exams.

5 (2) Court appearance as a plaintiff in a legal action.

6 Payment for such absence shall be made only upon certification by the unit member's
7 supervisor that the absence was due to a situation designated as a personal emergency
8 within the meaning of this section. Should a leave be declared non-pay, the Human
9 Resources Division will be notified by the Supervisor.

10 **13.9 Industrial Accident or Illness Leave**

11 Certified unit members shall be provided leave of absence for industrial accident or illness
12 under the following rules and regulations:

13 (a) The accident or illness must have arisen out of and in the course of employment of the
14 unit members and must be accepted as a bona fide injury or illness arising out of and
15 in the course of employment by the worker's Compensation Appeals Board.

16 b) Allowable leave for each industrial accident or illness shall be for the number of days
17 of temporary disability and shall not exceed sixty (60) days.

18 h) Allowable leave shall not be accumulated from year to year.

19 i) The leave under these rules and regulations shall commence on the first day of
20 absence.

21 j) When a unit member is absent from the unit member's duties on account of industrial
22 accident or illness, the unit member shall be paid such portion of the salary due
23 him/her for any month in which the accident occurs, as when added to the unit
24 member's temporary disability under Division 4 or Division 4.5 of the Labor Code,
25 will result in a payment to the unit member of not more than their full salary.

26 k) Industrial accident or illness shall be reduced by one day for each day of authorized
27 absence regardless of temporary disability indemnity award.

28 l) When an industrial accident or illness leave overlaps into the next fiscal year, the unit
29 member shall be entitled to only the amount of unused leave due the unit member for

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1 the same illness or injury. The benefits provided by these rules and regulations shall
2 be applicable to all unit members immediately upon becoming a unit member of the
3 District.

4 m) The benefits provided by these rules and regulations shall be applicable to all unit
5 members immediately upon becoming a unit member of the district.

6 n) Any unit member receiving benefits as a result of these rules and regulations shall,
7 during the period of injury or illness, remain within the State of California unless the
8 Governing Board authorizes travel outside the state.

9 o) Upon termination of the industrial accident or illness leave, the unit member shall be
10 entitled to the benefits provided for sick leave and the unit member's absence for such
11 purposes shall be deemed to have commenced on the date of termination of the
12 industrial accident or illness leave, provided that if the unit member continues to
13 receive temporary disability indemnity, they may elect to take as much of their
14 accumulated sick leave which when added to the unit member's temporary disability
15 indemnity, will result in payment to the unit member of not more than their full salary.

16 p) Unit members utilizing industrial leave provisions must comply with procedures
17 established by the District and use District authorized physicians unless an accepted
18 form to use their personal physician is on file in the Business Services Office prior to
19 the injury if a unit member fails to use a District authorized physician for an industrial
20 injury, he/she may be liable for any expense incurred as well as having the claim
21 rejected.

22 q) Only absences specifically authorized by a physician's statement will be accepted as
23 industrial leave.

24 r) When released by a physician to return to work after an industrial leave, the unit
25 member must obtain a physician's statement to that effect. Such release will be
26 submitted to the Human Resources Division.

27 **13.10 Jury Duty**

28 (a) Leaves of absence will be granted to certified unit members regularly called
29 for jury duty or subpoenaed as a witness in the manner provided by law.
30 When such leave is granted, the unit member is entitled to their regular salary
31 less any fees received.

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- 1 (b) Proof of service shall be presented to the Superintendent, if so requested,
2 upon return to duty

3 **13.11 Unpaid Leave of Absence**

4 Unpaid Leave of Absence for personal reasons or extended leave of absence without pay for
5 personal reasons shall be granted by the Board of Education to a unit member upon approval
6 of the Deputy Superintendent, Human Resources. Reasons for which leave may be granted
7 include, but are not limited to, the following:

- 8 (a) Illness in the immediate family
- 9 (b) Peace Corps and Vista
- 10 (c) Accepting a new child into the family by birth or legal adoption
- 11 (d) Other circumstances which require the unit member's absence from work.

12 **13.12 Educational leaves**

13 The District may authorize unpaid education leaves under the following conditions:

- 14 (a) Leaves shall be granted either for one semester (one-half year) or for one (1) full work
15 year.
- 16 (b) Any unit member on such leave shall be enrolled in a full-time day program at an
17 accredited college or university.
- 18 (c) Such leaves may also be granted for educational travel provided the employee
19 receives district approval of the itinerary and the district verifies that the travel is
20 directly related to the employee's assignment.
- 21 (d) The program in which the unit member is enrolled shall be directly related to the unit
22 member's teaching assignment.
- 23 (e) Any unit member granted such leave shall guarantee that such unit member shall work
24 for the district a minimum of two (2) years following completion of such leave.

25 The determination of specific unit members granted such leave shall be completely within the
26 discretion of the District.

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1 **13.13 Miscellaneous**

2 (a) Unless otherwise provided in this Article, a unit member on a paid leave of absence
3 shall be entitled to return to the same position which the unit member held
4 immediately before commencement of the leave. If such position has been eliminated
5 or if such position has been filled by another regular unit member whose position has
6 been eliminated, a unit member returning from leave shall be reinstated in the same
7 job classification as defined in Article 2 and the district shall make every good faith
8 attempt to place the unit member in the same grade level as defined in Article 14.1.

9 (b) Unless otherwise provided in this Article, a unit member on a paid leave of absence
10 shall be entitled to receive credit for annual salary increments provided during said
11 leave; and receive during said leave all other unit member fringe benefits, to the extent
12 not expressly prohibited by law.

13 (c) The fringe benefit program of a unit member on an unpaid leave of absence shall be
14 maintained at the unit member's option and expense.

15 **13.14 Misuse of Leave**

16 A unit member may take a leave of absence only under the provisions specified in this section.
17 Should a unit member be absent for reasons other than those specified, without permission of
18 the unit member's immediate supervisor, such unit member shall not be paid for the period of
19 absence. Leaves of absence shall not be used for strikes, walkouts, or other conditions related
20 to employment dissatisfaction.

21 **13.15 Disability Leave**

22 A member of the unit who has applied for disability allowance under STRS shall be granted
23 an unpaid leave of absence of up to twelve (12) months. If the application has not been acted
24 upon, and following proof of processing, if necessary, the additional twelve (12) month of
25 unpaid leave of absence may be granted. Any unit member who has been granted disability
26 leave shall be carried as a District employee for a period up to thirty-nine (39) months.

27

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1 **13.16 Catastrophic Leave Bank**

2 (a) **Definition**

3 Bargaining unit members who suffer a catastrophic injury/illness that is expected to
4 incapacitate the unit member for an extended period of time (in excess of thirty (30)
5 days).

6 (b) **Eligibility**

7 (1) All permanent unit members on active duty with the district are eligible to
8 contribute to the Catastrophic Leave Bank.

9 (2) Participation is voluntary, but requires contribution to the bank. Only
10 contributors will be permitted to withdraw from the Bank.

11 (3) The contribution, on the appropriate form, will be authorized by the unit
12 member and continued from year-to-year until canceled by the unit member.

13 (4) Cancellation of membership in the Bank occurs automatically whenever a unit
14 member with more than ten (10) days of remaining sick leave fails to make
15 his/her assessment contribution as per the above paragraph. The unit member
16 shall not be eligible to draw from the Bank as of the effective date of
17 cancellation. Sick leave previously authorized for contribution to the Bank
18 shall not be returned if the unit member effects cancellation.

19 (5) Leave from the Bank may not be used for illness or disability which qualifies
20 the unit member for Workers' Compensation leave, and his/her own paid
21 leave.

22 (6) When the unit member may reasonably be presumed to be eligible for
23 disability retirement under STRS or if applicable, Social Security, he/she may
24 be requested to apply for such retirement. Failure of the unit member to
25 submit a complete application, including medical information provided by the
26 applicant's own physician, within twenty (20) workdays will disqualify the
27 unit member from further Sick Leave Bank payments.

28 (7) Unit members joining the Sick Leave Bank during open enrollment shall
29 become members of the Bank on the first day of their paid service the
30 following school year. Two of their initial ten (10) days of personal sick

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1 leave shall be donated to the Sick Leave Bank on the first day of their
2 membership.

3 (8) The District will transfer the balance of days from the administrator bank to
4 the CNTA bank for those who served as an administrator and subsequently
5 became a member of the CNTA.

6 (c) **Establishment of the Bank**

7 (1) Any eligible unit member may donate to the Catastrophic Leave Bank from
8 their first two (2) days of yearly accruable personal sick leave. Membership
9 begins July 1.

10 (2) The donation of sick leave by the unit member shall be irrevocable. The unit
11 member shall file a “Certified Sick Leave Bank Deposit Form” with the
12 payroll office. A donation to the sick leave bank shall be a general donation
13 from prior years’ accumulations, and shall not be considered a donation to a
14 specific unit member for his/her exclusive use.

15 (3) The use of this Catastrophic Sick Leave Bank shall only be available to those
16 eligible bargaining unit members who have made a donation of one sick leave
17 day to join the Bank and one day as an annual contribution to the Bank prior
18 to their request and have continued participation under 13.16(b).

19 (4) An additional day of contribution will be required of all participants if the
20 number of days in the Bank falls below 25% of the number of bargaining unit
21 members. Catastrophic Leave Bank unit member participants who are
22 drawing from the Bank at the time of the assessment will not be required to
23 contribute to remain eligible to draw from the bank. If a Catastrophic Leave
24 Bank unit member participant has ten (10) or fewer days sick leave at the time
25 of the assessment, he/she need not contribute the additional day at this time to
26 remain a participant in the Catastrophic Leave Bank, however, the unit
27 member will be assessed the additional day at the commencement of the next
28 work year.

29 (5) Following initial enrollment, bargaining unit members may join the Sick
30 Leave Bank during the annual open enrollment periods (October – November)
31 only. All eligible unit members may join the Catastrophic Leave Bank during

ARTICLE 13. LEAVES

1 the annual open enrollment period of October 1 through November 30 by
2 contributing the first two (2) days of their accruable annual personal sick
3 leave from the next school year.

4 (d) **Designated Contributions**

5 (1) Members of the Catastrophic Leave Bank may contribute as many of their
6 accrued personal sick leave days, beyond a base of ten (10) personal sick
7 days, as they wish in increments of ten (10) days, or less, to designated
8 individuals.

- 9 a. Donations are voluntary;
- 10 b. Donating unit members shall be able to do so after the
11 receiving unit member has exhausted his/her own personal
12 sick days; and,
- 13 c. Any other mutually agreed upon condition.

14 The Association and District mutually agree to further discussions related to
15 paragraph 13.16 (d) upon request by either party.

16 (e) **Withdrawal from the Bank**

17 (1) A unit member wishing to use this sick leave bank shall submit a “Certified
18 Sick Leave Bank Request For Withdrawal Form.” this form shall be
19 submitted to the Corona-Norco Teachers Association office. The request
20 shall clearly state the details of the catastrophe and the amount of sick leave
21 requested. Appropriate written verification of the catastrophic illness or
22 injury must be included with the request. The unit member should be
23 prepared to provide additional documentation on the nature and severity of the
24 illness or injury, if requested. A Sick Leave Bank Committee shall consider
25 the request of the unit member.

26 (2) The unit member to receive donated sick leave must have exhausted
27 all fully paid leave and be in a true catastrophic condition.

28 (3) A unit member who has exhausted sick leave but still has differential
29 leave available is eligible for withdrawal from the bank. Use of the
30 Sick Leave Bank benefit is allowable only as a supplement to such

ARTICLE 13. LEAVES

- 1 differential leave. The District shall pay the unit member full pay and
2 the bank shall be charged on a pro-rata basis.
- 3 (4) The maximum number of duty days allowed to be utilized by one unit
4 member for a single catastrophic injury/illness shall not exceed eighty
5 (80) work days. A unit member may request a specific number of days
6 on a “Certified Sick Leave Bank Request For Withdrawal Form”
7 obtainable at the Corona-Norco Teachers Association office.
8 Catastrophic Leave Bank Members may request up to eighty (80) days
9 total undesignated withdrawal from the bank in increments of twenty
10 (20) days or less. Recipients will pay back one day per year until
11 allotted days are repaid.
- 12 (5) Any days approved that are unused by the unit member shall be returned to
13 the Catastrophic Sick Leave Bank.
- 14 (6) If a unit member uses a day from the Sick Leave Bank, pay for that day shall
15 be the same rate the unit member would have received had the unit member
16 worked that day. No distinction shall be made as to the differing pay rates of
17 the donors or recipients.
- 18 (7) If the Catastrophic Leave Bank does not have sufficient days to fund a
19 withdrawal request, the Committee is under no obligation to provide
20 days and the District is under no obligation to pay the participant any
21 funds whatsoever. If the Committee denies a request for withdrawal,
22 or an extension of withdrawal, because of insufficient days to fund the
23 request, they shall notify the participant, in writing, of the reason for the
24 denial.
- 25 (f) **Administration of the Bank**
- 26 (1) The Catastrophic Leave Bank Committee shall have the responsibility of
27 maintaining the informal records of the Catastrophic Leave Bank, receiving
28 withdrawal requests, verifying the validity of requests, approving or denying
29 the request, and communicating its decisions, in writing, to the participants
30 and to the District. Formal records are maintained by the District’s Business
31 Office. Such formal records include the deduction of sick days and pay to
32 eligible parties. During November of each year, the payroll office shall

ARTICLE 13. LEAVES

1 provide the Association a statement outlining the number of days available in
2 the bank as of November 1 of that year and the number of days used in the
3 previous fiscal year.

4 (2) The Committee’s authority shall be limited to the administration of the
5 bank. The Committee shall approve all properly submitted requests
6 complying with the terms of this article. Withdrawals may not be
7 denied on the basis of type of illness or disability.

8 (3) Catastrophic Leave Bank shall be administered by a four (4) member
9 Catastrophic Leave Bank Committee, two (2) members appointed by
10 the President of the Association and two (2) members appointed by
11 the Deputy Superintendent, Human Resources.

12 (4) The Committee may grant, reject, or partially grant a request. Any
13 rejection of a request may be appealed to the President of the
14 Association, or designee, and the District Superintendent, or designee,
15 for final action and decision. The timelines for filing an appeal shall be
16 twenty (20) workdays following receipt of the decision of the
17 committee.

18 (5) Applications shall be reviewed and decisions of the Committee
19 reported to the applicant, in writing, within ten (10) workdays of the
20 receipt of the application.

21 (6) The Committee shall keep all records confidential and shall not
22 disclose the nature of the illness, except as necessary to process the
23 request for withdrawal, and defend against any appeals of denials.

24 (g) **Appeal**

25 Catastrophic Leave Bank participants who are denied a withdrawal or whose
26 withdrawal is not renewed or terminated may, within twenty (20) workdays of denial,
27 appeal, in writing, to the President of the Association, or his/her designee, and the
28 District Superintendent, or his/her designee. These parties shall hold a hearing within
29 twenty (20) workdays of the hearing. The parties shall issue a confidential written
30 decision within ten (10) workdays following the hearing. If the participant’s
31 incapacitation does not allow participation in this appeal process, the participant’s
32 agent or member of the family may process the appeal.

ARTICLE 13. LEAVES

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(h) Hold Harmless

(1) The Association agrees that it will not file, on its own behalf or on the behalf of any unit member, any grievance, claim, or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim, or lawsuit of any kind which attempts to challenge in any way the legal enforcement of this provision.

(2) The Association agrees to defend, indemnify and hold harmless the District from any loss or damages arising from the implementation of this provision.

(i) Review Process and Termination of Bank

(1) At the end of two years, the parties will meet to review the experience history of the Catastrophic Leave Bank and determine the feasibility of the continuing the program. If it is determined to discontinue the program, all remaining sick leave days in the Bank will be distributed equitably to the then current members of the Bank.

(2) If the Sick Leave Bank is terminated for any reason, the days remaining in the Bank shall be equitably distributed to the then current members of the Bank.

13.8 Family Care and Medical Leave Act

The District shall comply with the requirements of both the Family Care and Medical Leave Act (FCML) and the state law. The interpretation and implementation of the FCML shall not diminish any contract benefits contained herein. The FCML shall supplement contract benefits.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CORONA-NORCO UNIFIED SCHOOL DISTRICT
AND
CORONA-NORCO TEACHERS ASSOCIATION**

When the district has knowledge that a counselor will be out 5 or more consecutive days, every effort will be made to provide a substitute beginning on the first day of the absence upon counselor request.

This MOU will sunset on June 30, 2019

ARTICLE 14. TRANSFER POLICY

1 14.1 Definitions

- 2 (a) Assignment: Assignment refers to a site, grade level (elementary only), and
3 department (secondary only). Unit members working at one site are considered
4 assigned to that site. Unit members working at more than one site (excluding those
5 with work stations at the District Office) shall designate one site as their assigned site.
- 6 (b) Site: Sites are either individual schools or the District Office.
- 7 (c) Transfer: Transfer is the change of a unit member from one site to another or from
8 one job classification to another. Transfers may be voluntary (unit member initiated),
9 involuntary (District initiated), or by displacement.
- 10 (d) Displacement: Displacements are District initiated reassignments and transfers
11 necessitated by shifting enrollment within the District or school sites, or loss of state,
12 federal or grant funding, resulting in the loss or gain of one or more positions at a site
13 or within a grade level. Displacements may be voluntary [as defined in 14.1(c)] or
14 involuntary [as defined in 14.1(d)]. District displacement decisions are made prior to
15 transfers. Site displacement decisions are made prior to reassignments.
- 16 (e) Vacancy: A vacancy is an assignment at a given District site, which is not filled by a
17 reassignment at that site, by a returnee from a paid leave of absence, or by a District
18 initiated transfer. The determination of whether or not a vacancy exists is within the
19 sole discretion of the District.
- 20 (f) Seniority: For purposes of this Article, seniority dates from the first paid day of
21 service with a contract of 75% or more of a school year.

22 14.2 Voluntary Reassignment Procedures

- 23 (a) Reassignment opportunities shall be posted on a specially designated bulletin board at
24 each site (or designated website) as they occur. Postings shall include the grade, track,
25 beginning date, required credential(s) and other legal requirements, teaching experience in
26 specific subject/grade levels for the vacancy, and application process.
- 27 (b) Reassignments shall not be arbitrary or capricious.
- 28 (c) At the unit member's request, prior to the reassignment being made, a conference shall be
29 held between the District and the unit member outlining the specific reasons for the

ARTICLE 14. TRANSFER POLICY

1 reassignment. A unit member may have a representative at the conference. A written
2 rationale shall be provided to the unit member upon their request.

- 3 (d) At the unit member's request, prior to the reassignment being made, a conference shall be
4 held between the District and the unit member outlining the specific reasons for the
5 reassignment. A unit member may have a representative at the conference. A written
6 rationale shall be provided to the unit member upon their request.

7 **14.3 Voluntary Transfer Procedures**

8 (a) Notices of all vacancies which occur in any of the job classifications listed in Article 2
9 shall be posted on a specially designated bulletin board at each site (or designated website)
10 as they occur. Postings shall include the grade, track, beginning date, required
11 credential(s) and other legal requirements, teaching experience in specific subject/grade
12 levels for the vacancy, and application process.

13 (b) Transfers shall not be arbitrary or capricious.

14 (c) At the unit member's request, prior to the transfer being made, a conference shall be held
15 between the District and the unit member outlining the specific reasons for the transfer. A
16 unit member may have a representative at the conference. A written rationale shall be
17 provided to the unit member upon request.

18 **14.4 Displacement Procedures**

19 (a) In the event that displacement reassignments are required, the district will follow these
20 steps:

- 21 1. Volunteers shall be sought first among unit members in the grade levels losing
22 positions and then among unit members across the site.
- 23 2. Volunteers for displacement shall be displaced first.
- 24 3. If no unit members volunteer for site grade level displacement, the District will
25 assign grade levels based on District seniority, the educational needs of the District,
26 and in a manner that is minimally disruptive to the site. In the event seniority is not
27 the determining factor a meeting will be held between the site administrator, a
28 Human Resources designee, a CNTA representative, and the affected unit member.

ARTICLE 14. TRANSFER POLICY

1 4. Displaced unit members will have the first priority to volunteer to return to a similar
2 assignment on site.

3 5. If possible, no unit member will be reassigned through displacement for two
4 consecutive years.

5 (b) In the event that displacement transfers are required, the District will follow these steps:

6 1. Volunteers shall be sought at the site. If more unit members volunteer than are
7 needed, the most senior shall be selected.

8 2. If no unit member volunteers, the unit member at the site or department with the least
9 District seniority date shall be displaced first.

10 3. If more than one displacement is necessary the most senior (then the next most
11 senior, and so on) displaced unit member shall select the displacement transfer
12 assignment first.

13 4. Transfer displacements may create reassignment opportunities which shall be dealt
14 with in accordance with Article 14.2 of the CBA.

15 (c) Displaced unit members transferred or reassigned shall be granted two days of bankable
16 release time to relocate. In the event that an involuntary displacement results in a grade
17 change at the elementary level, the unit member will be provided up to \$1000 approved by
18 the District for grade and site plan appropriate supplies. Approval of these supplies shall
19 not be arbitrary or capricious.

20 (d) When possible, unit members shall be notified no less than five (5) student days prior to
21 implementation of a displacement.

22 (e) Involuntarily displaced unit members shall have the right to return to their original sites
23 should vacancies for which they are legally qualified occur during the subsequent school
24 year following their original transfer displacement.

25 **14.5 Involuntary Transfer and Reassignment Procedures**

26 (a) Involuntary transfers and reassignments, as used in this section, shall not be subject to the
27 provisions of article 14.2, 14.3, or 14.4.

ARTICLE 14. TRANSFER POLICY

1 (b) Involuntary reassignments or transfers shall not be made arbitrarily or capriciously and
2 shall only be made for specific educational needs.

3 (c) The identified unit member must be given an opportunity of no less than forty-five (45)
4 student days to address and correct the listed educational needs of the district with the site
5 administrator. If requested by the identified unit member, a coach, approved by the
6 district and the association, shall be provided. The coach shall not give reports to anyone
7 other than the identified unit member unless requested in writing by the identified unit
8 member (except as required by law).

9 (d) In the event that the educational needs are not addressed to the satisfaction of the district,
10 the district may reassign or transfer the identified unit member. The district may create an
11 appropriate vacancy at a site through displacement.

12 (e) Involuntarily transferred/reassigned unit members shall be granted two (2) days of
13 bankable release time to relocate. In the event that the transfer requires a grade change at
14 the elementary level, the unit member will be provided up to \$1000 approved by the
15 district for grade and site plan appropriate supplies funded by the site. Approval of these
16 supplies shall not be arbitrary or capricious

17 (f) Once it is determined by the District that an involuntary transfer or reassignment must be
18 made, the district shall place the identified unit member in the designated assignment
19 without posting it as a vacancy.

20 (g) Involuntary reassignments and transfers shall not be for disciplinary reasons, except as
21 provided in article 14.9(b).

22 **14.6 Timelines**

23 (a) Reassignment opportunities shall be posted for no fewer than five (5) student days. Site
24 unit members must apply within the posting period. If no site unit members apply for a
25 reassignment opportunity, the District shall determine if it is a vacancy.

26 (b) Transfer vacancies shall be posted at all sites as they are determined by the District for no
27 fewer than five (5) student days. Unit members must apply within the posting period. If
28 no unit members apply for the vacancy, the position may be filled at the District's
29 discretion.

ARTICLE 14. TRANSFER POLICY

- 1 (c) Displacements may take place at any time according to the needs of the district, in
2 accordance with Article 14.4. Displacements take precedence over transfers and
3 reassignments.
- 4 (d) Within two (2) weeks of the beginning of each school year, the District may fill vacancies
5 with temporary staff as permitted by law.
- 6 (e) Beginning each school year, the unit members may request individual notification via the
7 unit member’s District email address or transfer vacancies at a specific site or sites.
8 Requests are to be made year to year and expire at the end of each school year.
- 9 (f) Each elementary unit member shall receive a tentative notification from their principal of
10 possible displacement from the school site for the subsequent school year no later than
11 April 15.

12 14.7 Year-Round Schools

- 13 (a) Grade and track assignments at Year-Round schools are separate assignments and are each
14 subject to Paragraphs 14.2 and 14.4a of the CBA.
- 15 (b) Unit members who have children attending schools in the District will have priority to
16 enroll their children at the same site and/or on the same track as the unit member, subject
17 to available space.
- 18 (c) Unit members who are married or registered domestic partners shall have the option of
19 being placed on the same track, subject to available space.
- 20 (d) For the purposes of this section only, tracks A and B shall be deemed equivalent to a
21 traditional schedule.

22 14.8 New School Openings

23 When staffing new school openings, the District shall fill vacancies with voluntary and
24 involuntary displacements in accordance with Article 14.4, as well as voluntary and
25 involuntary transfers in accordance with Article 14.3 and Article 14.5. It is understood that
26 Human Resources will monitor the staffing of new schools to avoid excessively impacting the
27 staff at other District schools, when possible.

28 14.9 General Provisions

ARTICLE 14. TRANSFER POLICY

- 1 (a) Should a unit member be denied a transfer or reassignment, they may submit, within ten
2 (10) student days of the denial, a written request for the reasons of the denial to Human
3 Resources. The District shall respond in writing within ten (10) student days.
- 4 (b) The District reserves the right to make involuntary transfers for reasons of legal liability or
5 action, in which case Article 14.5 shall not apply.
- 6 (c) The District reserves the right to make involuntary transfers for reasons of legal liability or
7 action, in which case Article 14.5 shall not apply.
- 8 (d) Site administrators may elect to notify unit members of reassignment opportunities
9 personally, by telephone or by electronic means.
- 10 (e) The creation or dissolution of a shared contract may require a reassignment or transfer of a
11 unit member, at the sole discretion of the District. In such cases, the provisions of Article
12 14.2 through 14.7 shall not apply. Refer to Article 30 of the CBA.

ARTICLE 15. CERTIFICATED UNIT MEMBER EVALUATION PROCEDURES

Definition of Terms

Exceeds Standards: This unit Member exhibits **MOST** of the behaviors associated with MEET STANDARD, and includes **other elements that go above and beyond.** (Examples are specified under each sub-standard).

Meets Standards: This Unit Member exhibits **MOST** of the behaviors that are specified within each sub-standard)

Partially Meets Standards: This Unit Member exhibits **SOME** of the behaviors associated with MEET STANDARDS.

Does Not Meet Standards: This Unit Member exhibits **FEW/NONE** of the behaviors associated with MEET STANDARDS.

- 15.1 The District shall use his evaluation procedure for the primary purpose of helping unit members to improve their performance.
- 15.2 Every probationary unit member shall be evaluated by the District in writing at least once each school year, no later than March 1.
- 15.3
 - (a) Permanent unit members with the overall performance rating of Meets or Exceeds Standards on the evaluation the preceding year, and who have been employed in the District at least (3) consecutive preceding years, shall be evaluated every other school year except per Education Code 44938.
 - (b) Permanent unit members with at least ten (10) years of District service who are highly qualified (pursuant to ESEA/NCLB) and whose previous overall performance rating on the evaluation Meets or Exceeds Standards, may mutually agree in writing with their evaluator to be evaluated at least every five (5) years. The unit member or the evaluator may rescind this agreement at any time, but not during the school year the evaluation is taking place except per Education Code 44938.
 - (c) If a unit member transfers or changes assignments during the five (5) year period, a new agreement shall be signed, if mutual agreement continues.
 - (d) Evaluations of permanent unit members shall be in writing no later than April 30 in those years that they take place.

ARTICLE 15. CERTIFICATED UNIT MEMBER EVALUATION PROCEDURES

1 (e) During the pre-evaluation meeting between the unit member and the evaluator,
2 permanent unit members may request alternative forms of evaluations. The form,
3 substance, and content for any alternative evaluation must be agree upon by both the
4 member and their evaluator each time alternative procedures are used.

5 15.4 No later than the end of each unit member's thirty-fifth (35th) workday of the work year of the
6 unit member in which evaluation is to take place, the evaluator and the unit member shall meet
7 in order to agree mutually upon the elements of the evaluation. Conditions such as class size,
8 intellectual abilities of the learners, availability of support personnel, and the learning
9 environment provided, shall be considered in determining whether the unit member has met
10 the unit member's objectives. In the event that the evaluator and the unit member fail to agree
11 on one or more of the elements of the evaluation, the unit member may attach a written
12 statement of the unit member's objections and request that the designee of the Superintendent
13 meet with the evaluator and the unit member.

14 15.5 During the course of the evaluation period, mitigating circumstances may arise which require
15 modification of the elements of evaluation. The necessity for review of the evaluation
16 elements shall be determined by the unit member being evaluated or the unit member's
17 immediate supervisor, and the determination of the new evaluation elements shall be arrived at
18 in accordance with subsection 15.4 of this Agreement with the waiver of time limitations.

19 15.6 Each evaluation of a tenured member shall be based upon at least one observation lasting a
20 minimum of thirty (30) minutes. Each evaluation of a probationary member shall be based
21 upon at least one observation lasting a minimum of thirty (30) minutes and two (2) additional
22 observations lasting a minimum of fifteen (15) minutes. These observations may be scheduled
23 or unscheduled. Upon request of the unit member, a follow-up conference between the unit
24 member and the evaluator shall be held. Any unit member who receives an overall
25 performance rating that does not **Meet Standards** evaluation shall, upon written request, be
26 entitled to a subsequent observation and written evaluation by an evaluator of the unit
27 member's choosing from a list of four (4) administrators provided by the Superintendent's
28 designee.

29 15.7 The unit member's evaluator shall take affirmative action to assist and encourage the
30 correction of any cited deficiencies. Such action shall include specific recommendations, and
31 may include release time for the unit member to visit and observe similar classes in other
32 schools. Upon request of the unit member, a representative of the District shall demonstrate in

ARTICLE 15. CERTIFICATED UNIT MEMBER EVALUATION PROCEDURES

1 the actual work environment the corrective techniques that are proposed. A unit member shall
2 not be held accountable for any cited deficiencies which the unit member has no authority to
3 correct.

4 15.8 The performance of each unit member shall be evaluated in writing by an administrator
5 pursuant to those Education Code sections dealing with the evaluation of certificated
6 personnel.

7 15.9 The evaluator and the unit member shall sign the evaluation and signify the dates that the
8 evaluation was drafted. The signature shall not be construed to mean that the unit member
9 agrees with the evaluation.

10 15.10 The District shall maintain the unit member's personnel file at the District Human Resources
11 Division.

12 (a) No evaluations, correspondence, or other material making reference to a unit
13 member's competence, character, or manner, shall be kept or placed on file in any
14 location without the unit member's knowledge and opportunity to attach comments. A
15 unit member shall be notified at the time material is added to their file and given a
16 copy. All such material shall be dated and signed by its originator.

17 (b) Before derogatory material can be utilized in a unit member's evaluation, the unit
18 member shall have been provided a copy and shall have been given an opportunity to
19 attach a rebuttal.

20 (c) Derogatory material relating to unit member actions or omissions which have not
21 been repeated within the prior three (3) year period may not be used by the District
22 in any evaluation and shall not be the basis for denying a transfer and shall not be
23 included in a reference for employment outside the District. The unit member may
24 request in writing that such material be removed from the file. The Deputy
25 Superintendent of Human Resources or designee shall decide whether the questioned
26 material is to be removed.

27 15.11 The content of all written material obtained in the evaluation process shall be kept in the
28 strictest confidence. Except as provided below, access to evaluations shall be limited to the
29 members of the District Administration and the Board of Education. This shall not preclude
30 the use of the evaluation in any administrative and/or legal hearing process. Upon written

ARTICLE 15. CERTIFICATED UNIT MEMBER EVALUATION PROCEDURES

1 authorization by the unit member, a representative of the Association shall be permitted to
2 examine and/or obtain copies of the evaluation in such unit member's personnel file. The
3 District shall keep a log indicating the name of persons who have requested to examine the
4 evaluation, as well as the dates such requests were made. Such log shall be available for
5 examination by the unit member or the Association if so authorized by the unit member.

6 15.12 The unit member may request that complimentary materials relating to such unit member's
7 professional activities be placed in said unit member's personnel file.

8 15.13 A unit member shall have the right to designate a witness at a conference dealing with a
9 negative evaluation.

10 15.14 Those unit members identified in Article 2.1 as RS, APE, AH, CH, H&H, LH, OMS, PH, SH,
11 and VH who receive an overall performance rating on the evaluation that does not **Meet**
12 **Standards** may, upon the unit member's request, receive an additional evaluation subject to
13 availability of the District program supervisor.

14 15.15 The evaluator shall not solicit student evaluation of unit member performance during
15 classroom observations

16 15.16 The content of the evaluations are not subject to the grievance procedure.

17 15.17 The evaluation documents shall be reviewed annually by a committee comprised of no more
18 than four (4) CNTA appointees and no more than four (4) District appointees.

ARTICLE 16. SALARIES

- 1 16.1 The per diem rate of pay for each unit member shall be the unit member's annual salary as
2 defined and tabulated in the "Basic Work Year Salary Schedule" in effect at the time, divided
3 by one hundred eighty-five (185). "The Hourly Rate of Pay" for each unit member shall be the
4 per diem rate of pay divided by seven and one-half (7.5).
- 5 16.2 A unit member who serves more or less than a basic work year shall receive a salary equal to
6 the number of days worked multiplied by the unit member's per diem rate of pay.
- 7 16.3 Upon request by the affected unit member, salary payments for services in addition to the unit
8 member's regular assignment shall be made by separate check as soon as practicable after the
9 service has been performed.
- 10 16.4 A unit member shall be credited one step of advancement on the basic work year salary
11 schedule in effect at the time for each year of certificated experience prior to employment by
12 the District to the maximum of ten (10) years.
- 13 16.5 Continued step advancement on the salary schedule shall be at the rate of one step for each
14 year of employment in the District. A unit member who is employed for at least 75% of the
15 work year shall be given credit for that years' experience for step advancement. Unit
16 members working less than 75% of the work year shall have advancement on the salary
17 schedule prorated appropriately. Accumulation of service credit is eliminated by a break in
18 contracted service.
- 19 16.6 A unit member shall be placed in the appropriate class of the Basic Work Year Salary
20 Schedule upon verification of the specific class. In order to be accepted for class advancement,
21 course work must be completed after the date which the degree is granted.
- 22 16.7 Official grade cards, official transcripts, or a letter signed by the registrar of an accredited
23 college or university on letterhead with the official stamp or seal showing evidence of
24 sufficient course credit, shall be submitted to Human Resources and acted upon by the Board
25 of Education at its next regular meeting. Accredited college or university means those
26 accredited by associations which are members of the American Council on Education and/or
27 the California Commission on Teacher Credentialing. Reassignment to a higher classification
28 shall become effective at the beginning of the next pay period following approval by the
29 Board. All units taken for course credit shall be upper division or graduate credits, unless
30 approval has been granted prior to enrollment by the Deputy Superintendent, Human

ARTICLE 16. SALARIES

1 Resources. In order for course credits to be acceptable for class advancement, they must be
2 from an approved institution and must meet one of the following requirements:

- 3 (a) Be related to the teaching field;
- 4 (b) Apply toward an advanced degree or credential in the field of education;
- 5 (c) Apply toward a planned expansion of the education field.

6 16.8 For the purpose of class placement, quarter units shall be converted to semester units by
7 multiplying the quarter units by two-thirds (2/3).

8 16.9 Notwithstanding the provisions of Article 16.8 above, continuing education hours required of a
9 school nurse for renewal of a license by the California Board of Registered Nurses shall be
10 accepted for salary advancement course credit at the rate of one semester unit per fifteen (15)
11 hours.

12 16.10 The District shall provide each unit member with an annual statement of the number of units
13 that the District has on file for such unit member.

14 16.11 The hourly rate of pay for Home Teaching and Adult Education shall be specified in the Adult
15 Education and Home Teaching Hourly Rate Schedule in the Appendix.

16 16.12 The hourly rate of pay for curriculum preparation and in-service planning shall be as specified
17 in the Appendix.

18 16.13 A secondary teacher who is assigned one or more teaching periods in addition to those
19 scheduled in the standard seven and one-half (7-1/2) hour workday shall be paid under
20 separate contract at a daily rate of one-seventh (1/7) of the unit member's per diem placement
21 on the Basic Work Year Salary Schedule in effect at the time for each such extra period.

22 16.14 Pro-rated per diem compensation, as specified in section 16.2, shall be provided all unit
23 members who work other than the standard seven and one-half (7-1/2) hour workday, except
24 as otherwise provided in this agreement.

25 16.15 The annual compensation for Secondary Department Heads and Team Leaders shall be as
26 specified in the Secondary Department Head and Team Leader Pay Schedule in the Appendix.

ARTICLE 16. SALARIES

- 1 16.16 The extra pay amounts for extracurricular assignments shall be as specified in the
2 Extracurricular Pay Schedule in the Appendix.
- 3 16.17 The supplemental daily pay rate for support personnel shall be as tabulated in the
4 Supplemental Daily Pay Rate Schedule in the Appendix. The supplement shall be paid in
5 addition to the basic salary for each workday.
- 6 16.18 Notwithstanding the provisions of Article 2.2, if a new unit member job classification which is
7 not designated as management, confidential, or supervisory is established, the District shall
8 negotiate with the Association over the appropriate salary for that classification, which shall
9 be retroactive to the first day the position was filled.
- 10 16.19 Any dispute on compensation shall be limited to one (1) year back from the date of any
11 grievance.
- 12 16.20 Beginning July 1, 2016 the Certificated Basic Work Year Salary Schedule as well as all
13 compensation derived from it (stipends, extra-curricular pay, supplemental daily pay rates, and
14 any other hourly pay rates), shall be increased by .91% plus 0.289% for a total of 1.2%
- 15 16.21 Both the Association and the District understand that economic conditions can be
16 unpredictable and recognize the need to be flexible in dealing with the uncertainties inherent
17 in long-term financial planning. The District must maintain a three (3) year balanced budget,
18 and the Association seeks to give assurance to its members that their jobs are secure.
- 19 16.22 Contingencies
- 20 Any net, ongoing, funded/underfunded adjustments to the local control funding formula
21 (LCFF) base will trigger a mutual agreement reopener. For 2015-16 adopted projections were
22 based on a 32.19% gap funding. As of March 2016, current 2015-2016 projections are based
23 on a 51.97% gap funding. For 2016-2017, projections are based on a 49.08% gap funding.
24 (Gap funding is the difference between the amount the district is entitled to versus what the
25 state is providing.)
- 26 16.23 Ongoing negotiations
- 27 Absent a mutually agreed alternative, beginning in 2015-16, unit members' salaries shall be
28 increased by the continuing net funding actually received for the LCFF base, inclusive of K-3
29 CSR and 9-12 CTE; and exclusive of supplemental funding, except that the first one percent

ARTICLE 16. SALARIES

1 (1%) shall be allocated toward providing steps and columns to the salary schedules and shall,
2 therefore, not apply to any increases. Any adjustments to fringe benefits shall be at the option of
3 the association and shall be deducted from funds available under this formula. Supplemental
4 funding will be discussed as a separate item. For additional clarification refer to side letter
5 regarding Article 16.21, 16.22, and 16.23 of the 2014-15 Collective Bargaining Agreement
6 (CBA).

7 16.24 Beginning July 1, 2018 the Certificated Basic Work Year Salary Schedule as well as all
8 compensation derived from it (stipends, extra-curricular pay, supplemental daily pay rates, and
9 any other hourly pay rates), shall be increased by 1.67%. There will be an increase in benefits
10 by \$742 to each tier, for a total compensation package of 2.17%.

11
12 **Side Letter between the Corona-Norco Unified School District**

13 **and the**

14 **Corona Norco Teachers Association (CNTA)**

15 Regarding Article 16.21, 16.22, and 16.23 of the 2015-18

16 Collective Bargaining Agreement (CBA)

17 The parties agree to the following:

- 18 1. Due to unpredictable state funding, negotiations shall take place regarding all forms of
19 compensation for unit members at the request of either party.
- 20 2. Previously negotiated agreements between the parties must be met, and state required financial
21 disbursements must be made before any continuing net funding, as described in Paragraph
22 16.23 is disbursed.
- 23 3. Employer paid contributions, per unit member, to state pension programs shall be made first
24 from any available LCFF base funds (Paragraph 16.23 and LCFF base funding).
- 25 4. Step and Column increases shall be made second.
 - 26 i. Step and Column increases generally amount to the equivalent of 1% of the
27 average general salary schedule.

ARTICLE 16. SALARIES

- 1 ii. It shall be the actual cost of Step and Column or 1%, whichever is lower.
- 2 iii. Actual cost shall be determined by comparing the average unit member's
- 3 salary according to the Basic Salary Schedule from June 30 of one year with
- 4 June 30 of the following year minus any annual raise for the second
- 5 comparison year. The difference shall be converted to a percentage. Finally,
- 6 this calculation for the previous two fiscal years will be averaged giving a
- 7 three-year running average which will be understood to be the actual cost of
- 8 Step and Column.

- 9
- 10 5. Increases to compensation (salaries, stipends, benefits) shall be made third.
- 11 6. The 1% provided for Step and Column is determined in the following manner: Example: if
- 12 Paragraph 16.23 funds (excluding supplemental and concentration fund monies if applicable)
- 13 increase by 5%, the required employer contributions to STRS will be made first, then the next
- 14 1% will be used for step and column. After that, ongoing Paragraph 16.23 and LCFF base
- 15 funding will be used for ongoing salary increases or mutually agreed upon compensation
- 16 increases.
- 17 7. This Side Letter is based on mutual understandings concerning existing CBA language.
- 18 8. This Side Letter will be discussed annually during scheduled negotiations. Should the state
- 19 make changes to the mandated schedule of STRS district contributions other than those in
- 20 effect at the time of the signing of this Side Letter, the parties will return to the negotiations
- 21 process regarding the effects of those changes.
- 22 9. Both parties agree that the Salary and Benefits Articles of the CBA (Articles 16 and 17) are
- 23 automatically reopened annually. Furthermore, all existing CBA language will remain in effect
- 24 until modifications have been mutually agreed upon by both parties.

ARTICLE 16. SALARIES

Side Letter Between

The Corona-Norco Unified School District (CNUSD)

And the Corona-Norco Teachers Association (CNTA)

August 12, 2015

In June 2015, the state enacted budget provided additional funding in the amount of 0.41% to the ongoing monies received by CNUSD during the 2014-2015 school year. The parties mentioned above agree this additional 0.41% will be paid out on a one time basis as a separate check no later than October 31, 2015 to returning CNTA unit members. The 0.41% will be calculated on the base salary only.

The distribution of the ongoing 0.41% for 2015-2016 will be negotiated during the regularly scheduled CNUSD-CNTA bargaining session.

For 2015-2016, both parties agree the 0.41% (\$1,006,489) will be paid off the salary schedule on a one time basis no later than June 30, 2016.

Beginning 2016-2017, both parties agree the 0.41% (\$1,006,489) will be distributed as follows:

- An increase to the retiree health and welfare benefit cap in the amount of \$2,350.00 to a single plan maximum of \$6,150.00
- An increase on the salary schedule of 0.289%

ARTICLE 17. UNIT MEMBER BENEFITS

1 17.1 The District shall provide each unit member who is employed no less than one hundred thirty-
2 eight (138) workdays in a school year with the choice of either an annual allowance of Option
3 1 or Option 2 to be selected by each unit member from a list of approved fringe benefit
4 programs. The District shall provide each unit member who is employed less than one
5 hundred thirty-eight (138) workdays in a school year with $1/138 \times$ number of days worked \times
6 the total cost of the fringe benefit plan for which they qualify.

7 17.2 The fringe benefits program shall be approved by the Association, and shall include, but shall
8 not be limited to, health insurance, dental insurance, life insurance, income protection
9 insurance, and tax sheltered annuities.

10 17.3 Each unit member shall be covered by a health insurance plan comparable to the plans offered
11 through the District. Unit members hired before July 1, 1991 may choose Option 1 or Option
12 2. Employees hired after July 1, 1991 must choose Option 1.

13 Option 1: District will provide a fringe benefit amount to be used exclusively for the
14 purchase of medical, dental, and vision insurance for the family. For the 2018-2019 school
15 year, the maximum contribution provided shall be:

- 16 (a) Single party - \$6,892
- 17 (b) Two party or employ plus child/children - \$7642
- 18 (c) Family - \$8,812

19 Option 2: District will provide \$3,200 per unit member to be used for medical coverage,
20 dental coverage, vision coverage, life insurance, income protection insurance, or cash
21 payments.

22 Unit members choosing Option 2 at any future date have the opportunity to choose Option 1.
23 Unit members choosing Option 1 may not at any future date choose

24 Option 2.

25 17.4 (a) In the event that a unit member on Option 1 chooses a plan, the aggregate cost of which
26 exceeds the amounts referenced above, such excesses shall be paid through payroll
27 deduction installments.

ARTICLE 17. UNIT MEMBER BENEFITS

1 (b) The parties are committed to exploration of a possible restructure of the present fringe
2 benefit package. The goal of this restructure will be to provide a level of service equal or
3 superior to the present level at a lower cost to the bargaining unit member and/or District.

4 17.5 In addition, all bargaining unit members will be covered by a \$45,000 life insurance policy to
5 be paid by the District at a cost not to exceed \$60 per year. Any cost in excess of \$60 per year
6 shall be paid by the employee.

7 17.6 A unit member who is absent on account of accident or illness and who has exhausted the
8 accumulated paid leaves shall continue to receive the annual fringe benefit allowance for that
9 period of absence due to accident or illness not to exceed twelve (12) months from the date of
10 initial illness.

11 17.7 A unit member on a Board-approved unpaid leave of absence shall be entitled to receive
12 approved fringe benefit programs for the period of the leave at the unit member's expense.

13 17.8 The District shall continue to allow retired unit members to participate in the fringe benefit
14 program to the extent allowed by the contracting providers, at their own cost. The District will
15 contribute \$6,150 toward one (1) or two (2)-party medical, dental, and/or vision insurance
16 coverage for unit members who retire after September 30, 1990. One hundred dollars (\$100)
17 of this \$6,150 may be used for the purchase of a District offered life insurance policy. Retirees
18 must meet the following criteria:

19 (a) Must have a minimum of ten (10) years of service as a certificated employee in the
20 Corona-Norco Unified School District at the time of retirement.

21 (b) Must be at least fifty (50) years of age at the time of retirement. Employees hired after
22 July 1, 2007 must be at least fifty-five (55) years of age at the time of retirement.

23 This language will not eliminate from participation those employees who retired and qualified
24 for participation in the program between September 30, 1983, and September 30, 1995.
25 Retired unit members electing to participate in this program will retain eligibility until
26 completion of the insurance year during which the unit member reaches age sixty-five (65). In
27 the event the retired unit member is located in an area which the district-approved insurance
28 companies do not serve, the district shall provide this compensation toward one-party medical
29 and dental insurance coverage. When the unit member/retiree completes the year in which the
30 retiree reaches age six-five (65), and the district contribution toward medical and dental

ARTICLE 17. UNIT MEMBER BENEFITS

1 insurance coverage ends, the district shall continue to allow retired unit members to participate
2 in group retiree medical and dental plans under E.C. 7000-7008.

3 (a) The retiree and their spouses will have thirty (30) days after losing active employee
4 coverage to enroll in the health or dental care plans during this initial enrollment
5 period. If retired members or their spouses lose other coverage and can provide
6 documentation of that loss, they will be allowed to enroll in the health or dental plan if
7 they do so within 31 days of losing their coverage.

8 (b) Retirees or spouses electing to participate in this coverage will be required to pay all
9 premiums, dues, and other charges, including any increases in the rate of premiums or
10 dues for these persons, and all costs incurred by the District in administering this
11 coverage.

12 (c) Enrollment in Medicare A shall not be a prerequisite for enrollment in any District
13 health plan pursuant to this article. However, the purchase of Medicare B may be
14 required for enrollment if the participant qualifies to purchase it. In addition, a
15 District health plan may be restructured to pay benefits as if each participant is
16 enrolled in Medicare B as soon as the participant qualifies to purchase Medicare B. A
17 health plan may condition eligibility for enrollment on the effective assignment of any
18 Medicare benefits for which the enrollee would be eligible.

19 (d) A retiree or spouse who has been previously covered under this article and who has
20 voluntarily terminated that coverage thereafter will be excluded from obtaining
21 coverage under this article. This subdivision does not apply to a person who is
22 changing plans within a District open enrollment period.

23 17.9 A unit member who is employed pursuant to Article 19 of this Agreement shall receive the
24 annual fringe benefit allowance until retirement

25 17.10 All medical examinations and tests required for continuing employment or change of position
26 shall be paid for by the district. In the absence of prior positive reaction, tuberculosis tests may
27 be either intradermal or x-ray, at the unit member's option.

28 17.11 All bargaining unit members are eligible to participate in the district's section 125 plan
29 effective June 1, 1992.

ARTICLE 17. UNIT MEMBER BENEFITS

1 17.12 Bargaining unit members new to the district, assigned to year-round school tracks and
2 beginning service no later than August 8, who do not have medical coverage for the months of
3 August and September from spouse or previous employer, shall be provided medical insurance
4 for the initial August and September, at no cost to the bargaining unit member.

ARTICLE 18. UNIT MEMBER TRAVEL

1 18.1 Unit members who are assigned to more than one work location per day and who are required
2 by the District to use their personal transportation shall be reimbursed for all such travel at the
3 IRS rate between work locations.

4 18.2 Unit members who are required by the District to use their personal transportation for business
5 outside of the District shall receive the benefits provided in paragraph 18.1 above.

6 18.3 No unit member shall be required to transport students in any personal vehicle.

ARTICLE 19. PART TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

1 19.1 Certificated unit members shall be provided with the opportunity to participate in a District
2 program Of Part Time Employment with Full Retirement Credit, subject to the following
3 regulations:

- 4 (a) The unit member must have reached the age of fifty-five (55) prior to reduction in
5 workload. The member's last year of eligibility is the year of their seventieth (70th)
6 birthday.
- 7 (b) The unit member must have been employed full time in a position requiring
8 certification for at least ten (10) years of which the immediately preceding five (5)
9 years were full-time employment. Sabbaticals and other approved leaves do not
10 constitute a break in service. Such leave, however, is not used to compute the five
11 years full-time service requirement prior to entering the program.
- 12 (c) The option of part-time employment must be exercised at the request of the unit
13 member no later than April 1, of the prior year and can be revoked only with the
14 mutual consent of the District and the unit member. Should the unit member desire to
15 terminate from the program, the unit member shall provide sixty (60) calendar days'
16 notice of their intention. The unit member shall be returned to full-time employment
17 by the District subject to the availability of a position for which the unit member
18 qualifies by credential, education and prior work experience.
- 19 (d) The unit member shall be paid a salary which is the pro-rata share of the salary which
20 would have been earned had the unit member not elected to exercise the option of
21 part-time employment but shall retain all other rights and benefits for which the unit
22 member makes the payment that would be required if remaining in full-time
23 employment. Notwithstanding the limitations of Article 17.1, the unit member shall
24 receive the full fringe benefit allowance in the same manner as a full-time unit
25 member.
- 26 (e) The minimum part-time employment shall be the equivalent of one-half of the number
27 of days of service required by the unit member's contract of employment during the
28 final year of service in a full-time position. This minimum may be fulfilled by an
29 eligible unit member working a half-day assignment for the entire work year, or by
30 working a full day assignment for one-half of the work year.

ARTICLE 19. PART TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

- 1 (f) This option is limited in pre-kindergarten through grade 12 to certificated unit
2 members who do not hold positions with salaries above that of a school principal.
- 3 (g) A unit member participating in this program shall receive the credit under STRS that
4 would be received if the unit member were employed on a full-time basis and have the
5 retirement allowance, as well as any other benefits the unit member is entitled to
6 under Chapter 2 of Division 10 of the Education Code of the State of California, based
7 upon the salary that would have been received if employed on a full-time basis, and
8 both said unit member and the District shall contribute to State Teachers' Retirement
9 System the amount that would have been contributed if said unit member was
10 employed on a full-time basis.
- 11 (h) A unit member in the Part-Time Employment with Full Retirement Credit Program
12 cannot participate in the plan for more than ten (10) years or beyond the year in which
13 the seventieth (70th) birthday falls, whichever comes first.
- 14 (i) The District shall determine the number of unit members who may enter the program
15 in any year. Should applications exceed positions available, seniority in the District
16 service shall be the determining factor.
- 17 (j) Any modification in the level of part-time service of a unit member who has entered
18 into this program or any return to full-time service, shall be permitted only with the
19 mutual consent of the District and the unit member. It is the intent of this program to
20 provide options for unit members for part-time employment to phase in their
21 retirement program.
- 22 (k) The District shall develop applications, other forms, and administrative procedures
23 necessary to implement and operate this program. Assignment to schools shall also be
24 determined by the District.
- 25 (l) The workday of a "classroom teacher" (as defined in Article 10.1) who works less
26 than a full day in accordance with this Article 19, shall include a proportionate
27 conference/preparation period per Article 10.2.

ARTICLE 20. GRIEVANCE PROCEDURES

1 20.1 Definitions

- 2 (a) A “grievance” is a claim by the association or by one or more unit members that there
3 has been a violation, misinterpretation or misapplication of a provision of this
4 agreement with the exception of the relationship compact.
- 5 (b) A “grievant” may be any certificated unit member, group of unit members, or the
6 association filing a grievance, pursuant to 20.1(a).
- 7 (c) A “party in interest” is any person who might be required to take action or against
8 whom action might be taken in order to resolve the claim.
- 9 (d) A “day” is a “workday” as defined in article 3.3.

10 20.2 Procedure

- 11 (a) **Level One:** The grievant may, within forty (40) days following knowledge of the act
12 or condition when the affected employee, in the exercise of due diligence, knows or
13 should have known of the act or omission which is the basis of the grievance, meet
14 with the immediate supervisor, either directly or through the Association’s
15 representative, to discuss and informally resolve the grievance. If the grievant is not
16 satisfied with the informal disposition of the grievance, the grievant may file the
17 grievance in writing simultaneously with the immediate supervisor and the
18 Association. The immediate Supervisor shall, within ten (10) days after receipt of the
19 written grievance, meet with the grievant and/or the Association representative and
20 shall deliver a written decision.
- 21 (b) **Level Two:** If the grievant is not satisfied with the disposition of the grievance at
22 Level One, the grievance may, within ten (10) days, be appealed to the
23 Superintendent. The Superintendent, or designee, shall meet with the grievant and an
24 Association representative within ten (10) days in an effort to resolve the grievance.
25 The Superintendent, or designee, shall deliver the written decision to the grievant and
26 the Association within ten (10) days after such meeting.
- 27 (c) **Level Three:** In the event the grievant is not satisfied with the disposition of the
28 grievance at Level Two, the grievant may, within ten (10) days following, submit a
29 written request to the Association that the Association submit the grievance to

ARTICLE 20. GRIEVANCE PROCEDURES

1 advisory arbitration. The Association, by written notice to the Superintendent within
2 ten (10) days after receipt of the grievant's request, may submit the grievance to the
3 advisory arbitration. The parties shall submit to the California State Conciliation
4 Service a written request for immediate services of a mediator. The function of the
5 mediator shall be to assist the parties to achieve a mutually satisfactory resolution of
6 the grievance by means of the mediation process by providing a written response. The
7 fees and expenses, if any, of the mediator shall be equally shared by the District and
8 the Association. All other expenses, except for reasonable release time of the grievant
9 and their representative, shall be borne by the party incurring them and neither party
10 shall be responsible for the expense of the witnesses called by the other, except for
11 release time as provided by the law.

12 (1) At the outset of this process the mediator shall schedule and hold a conference
13 at which time the parties to the grievance shall submit to the mediator copies
14 of all documents completed in conformance with the requirements at each
15 previous grievance step. In addition, the grievant shall submit to the mediator
16 and the District a clear, concise written statement of the reasons for their
17 appeal to the mediation process and the remedies sought.

18 (2) If a satisfactory resolution of the grievance is achieved by means of this
19 mediation process, both parties of the grievance shall sign a written statement
20 to that effect and thus waive the right of either party to any further appeal of
21 the grievance.

22 (3) The District and the Association have agreed that this step (Mediation) may
23 be waived by mutual written agreement of the District and the grievant. If no
24 satisfactory settlement is reached within ten (10) teacher workdays following
25 the receipt of the written response with the mediator, either party may appeal
26 the grievance to the next step (Arbitration).

27 (4) The written opinions and conclusions of the mediator are to be given serious
28 consideration as an acceptable resolution to the dispute, but they may be
29 rejected by either party by writing to the other stating the reasons for the
30 rejection. In the event of rejection by either party, the parties agree the
31 mediator's suggested resolution may not be offered as evidence in any
32 subsequent arbitration.

ARTICLE 20. GRIEVANCE PROCEDURES

1 (d) **Level Four (Arbitration)**

2 (1) If a grievance is not resolved at Level Three, the grievant may request within
3 ten (10) teacher workdays of the mediation response that the Association
4 submit the grievance to arbitration. The Association shall notify the
5 Superintendent, or designee, in writing within ten (10) teacher workdays after
6 the receipt of the request from the grievant that the grievance has been
7 submitted for arbitration. The Association has the discretion to reject any
8 grievance from being submitted for arbitration. The arbitrator shall be
9 mutually selected by the two parties within five (5) teacher workdays after
10 such notice is given. If the two parties fail to reach agreement on the choice
11 of an arbitrator within five (5) teacher workdays, the American Arbitration
12 Association shall be requested to supply a list of five (5) names of people who
13 are experienced in public school arbitration. Within five (5) teacher workdays
14 after receipt of the list of names, each party will alternately strike from the list
15 until only one name remains. The order of striking shall be determined by a
16 flip of a coin. By mutual agreement between the parties expedited arbitration
17 procedures may be used.

18 (2) After a hearing and after both parties have had an opportunity to make written
19 arguments, the arbitrator shall submit, in writing, to all parties their findings
20 which shall be final and binding on the parties.

21 (3) The fees and expenses of the Arbitrator shall be equally shared by the District
22 and the Association. All other expenses, except for reasonable release time
23 for the grievant and/or their representative, shall be borne by the party
24 incurring them and neither party shall be responsible for the expense of the
25 witnesses called by the other, except for release time as provided by law.

26 (4) Powers of the Arbitrator are subject to the following limitations:

27 a) The Arbitrator shall have no power to add to, subtract from,
28 disregard, alter, or modify any of the terms of this Agreement.

29 b) The Arbitrator shall have no power to establish the structure of the
30 salary schedule.

ARTICLE 20. GRIEVANCE PROCEDURES

1 c) The Arbitrator shall have no power to change any practice, policy, or
2 rule of the Board nor substitute their judgment for that of the Board as
3 to the reasonableness of any such practice, policy, rule, or action
4 taken by the Board unless such practice, rule, or action directly relates
5 to a provision of this Agreement.

6 d) The Arbitrator shall have no power to interpret State or Federal law
7 unless such law is part of this Agreement.

8 e) The Arbitrator shall not hear any grievance previously barred from
9 the scope of the grievance procedure.

10 f) The Arbitrator shall have no power to expand the scope of
11 negotiations.

12 **20.3 Governing Regulations**

13 (a) The Arbitrator may hear and determine only one grievance at a time filed by a teacher,
14 group of teachers, or the Association, filing a common grievance unless the District
15 agrees otherwise. However, both parties will in good faith endeavor to handle in an
16 expeditious and convenient manner cases which involve the same or similar facts and
17 issues.

18 (b) The grievant, if desired, may be represented by an Association representative at all
19 meetings and hearings above the informal level of the grievance procedure and at the
20 informal level after the grievant has had at least one informal conference with the
21 grievant's immediate supervisor. Nothing precludes the District from hearing
22 representation at this level and beyond.

23 (c) Failure at any step of this procedure to communicate the decision on a grievance
24 within the specific time limits shall permit the grievant to proceed to the next step.

25 The time limits specified on any step of this procedure may be extended, in a specific
26 instance, by mutual agreement. Failure by the grievant to process the grievance
27 within the time lines shall cause the grievance proceedings to cease with the solution
28 being the last Administrative decision.

ARTICLE 20. GRIEVANCE PROCEDURES

- 1 (d) Nothing contained herein will be construed as limiting the right of any teacher
2 alleging a grievance to discuss the matter informally with any appropriate member of
3 the administration and to have the grievance adjusted without intervention of the
4 Association provided the adjustment is not inconsistent with the terms of the
5 Agreement and that the Association has been given an opportunity to be present at
6 such adjustment and to share its views.
- 7 (e) Time limits shall consist of teacher workdays except that when a grievance is filed
8 subsequently to April 9 and prior to the end of the school year, the time limits shall be
9 regarded as calendar days. Any time limits affected by Winter or Spring breaks will
10 be extended by ten (10) teacher workdays.
- 11 (f) Time limits are defined as the day following the filing of the grievance, the reply to
12 the grievance, the holding of a conference, the receipt of a reply to a conference, etc.
- 13 (g) If the grievance arises from action or inaction on the part of the member of the
14 administration at a level above the principal or immediate supervisor, the grievant
15 may submit such grievance in writing to the Superintendent and the Association
16 directly and the processing of such grievance will be commenced at Level Two.
- 17 (h) If in the judgment of the Association, a grievance affects a group or class of
18 certificated unit members, the Association, on behalf of the affected unit members
19 may initiate a grievance at Level Two.
- 20 (i) Whenever it is necessary to attend a grievance meeting or hearing during the workday,
21 the grievant or the Association representative, upon notice to the immediate
22 supervisor, shall be granted release time to permit participation in the foregoing
23 activities. Any unit member who appears in such meetings, or hearings, as a witness
24 will be accorded the same right. The grievant or the Association representative, upon
25 notice to the immediate supervisor, shall be granted one (1) day of release time for the
26 preparation and investigation of the grievance. Such release time will be subject to
27 substitute availability and, whenever possible, scheduled within five (5) days of the
28 request. Upon the submission of the grievance to Level Three the grievant and the
29 Association representative shall be granted two (2) days of release time for the
30 preparation and investigation of the grievance.

ARTICLE 20. GRIEVANCE PROCEDURES

- 1 (j) All documents, communications, and records dealing with the processing of a
2 grievance will be filed in a separate grievance file and will not be kept in the
3 personnel file of any of the participants.
- 4 (k) Forms for filing grievances, serving notices, taking appeals, making reports and
5 recommendations, and other necessary documents will be prepared by the District and
6 given appropriate distribution so as to facilitate operation of the grievance procedure.
7 The costs of preparing such forms shall be borne by the District.
- 8 (l) No reprisals of any kind will be taken by the Superintendent or by any member or
9 representative of the administration or the District against any grievant, any party in
10 interest, any representative of the Association or any other participant in the grievance
11 procedure by reason of such participation.
- 12 (m) Representation of the grievant at Levels One and Two of the grievance procedure
13 shall be, at the grievant's option, either personal or by a representative selected by the
14 Association. If a unit member is not represented by the Association or its
15 representative, the Association shall be provided with a copy of the grievance and the
16 proposed resolution and shall be given the opportunity to file a response. The
17 Association, upon written request of the grievant and the approval of the Association's
18 Executive Board, shall process the grievance at Level Three.

ARTICLE 21. SUMMER SCHOOL

1 21.1 **Staff Selection**

2 (a) No later than May 1, the District shall circulate to each unit member a notice of
3 anticipated Summer School/extended year openings and invite applications on a
4 District-supplied form.

5 (b) Any current unit member shall be considered a qualified applicant for a Summer
6 School position and shall be given priority over all other applicants. Assignments
7 shall be limited to those applicants with appropriate grade level/subject area
8 credentials and experience within three (3) years. Priority shall be given to an
9 applicant who has not held a Summer School or extended year position the previous
10 year and has not had an unsatisfactory evaluation or been placed on an improvement
11 plan during the past two (2) school years.

12 (c) Each qualified applicant shall be interviewed by those persons responsible for
13 applicant screening and selection.

14 (d) All applicants shall be notified of their selection or non-selection by June 7 for all
15 positions known at that time. Additional hiring may be required subject to additional
16 enrollment. A list of all selected applicants shall be posted at the Human Resources
17 Division and transmitted to the Corona-Norco Teachers Association, prior to the
18 commencement of summer school.

19 21.2 **Compensation**

20 Unit members assigned to Summer School/extended year positions shall receive one-seventh
21 (1/7) of the unit member's per diem placement on the Basic Work Year Salary Schedule in
22 effect at the time for each hour of assignment. Refer to MOU regarding Summer School
23 compensation.

24 21.3 **Sick Leave**

25 Each Summer School and extended year unit member shall be entitled to one day of absence
26 with full pay for Summer School/extended year workdays. This day may be used in cases of
27 personal illness or injury, or serious illness/injury/death of a member of the unit member's
28 immediate family, as defined in Article 13.4. Sick leave which is accrued during the regular
29 school year is not applicable to the Summer School/extended year assignment.

ARTICLE 21. SUMMER SCHOOL

1 21.4 **Hours Of Employment**

2 The hours and days of employment for Summer School/extended year assignments shall be as
3 mutually agreed between the unit member and the District. Should an emergency IEP/504
4 meeting need to be conducted, the unit member shall be compensated at curriculum rate.

5 21.5 **Exclusions**

6 The provisions of Articles 10, 12, 13 (exclusive of Section 13.10), 14, 17, and 19 of this
7 agreement shall not apply to Summer School/extended year employment.

8 21.6 In the absence of previously approved Summer School curriculum materials, with written
9 agreement between Human Resources and the unit member, a unit member will be
10 compensated for developing such curriculum material at the curriculum preparation and in-
11 service planning rate.

12 21.7 **Online Courses**

13 It is a common interest of Corona-Norco Teachers Association (CNTA) and Corona-Norco
14 Unified School District (CNUSD) to provide innovative student programs that will engage
15 students in, and extend, the learning process. In light of this common interest, the parties agree
16 to the following:

- 17 (a) Participation in Summer School is strictly voluntary. The Collective Bargaining
18 Agreement, Article 21 (Summer School) and all related agreements shall be followed.
- 19 (b) This is a hybrid online course with each student physically attending classes two (2) days
20 each week (Mondays/Wednesdays or Tuesdays/Thursdays) for 90 minutes each session.
21 Teachers are required to hold online office hours on Fridays to respond to student
22 questions. Online office hours may be held off site.
- 23 (c) Participants as an online teacher will receive:
- 24 1. Sixty-five (65) hours of total Summer School pay.
- 25 2. Four (4) cohorts of students for each teacher.
- 26 3. Each cohort will meet two (2) times per week (90 minutes for each meeting).

ARTICLE 21. SUMMER SCHOOL

- 1 4. No more than 20 students in each cohort.
- 2 5. Hourly compensation (at the current Summer School pay rate) for professional
- 3 development for online instruction and using the online software, prior to the start
- 4 of Summer School.

Memorandum of Understanding

6 The Corona-Norco Unified School District and the Corona Norco Teachers Association agree to
7 suspend Article 21.2 of the Collective Bargaining Agreement (Summer School Compensation) and
8 establish a \$43.26 rate of pay per each hour of assignment. This will apply to Summer School,
9 intersession, and extended school year.

10 Compensation will be increased by six and seventy-two hundredths percent (6.72%) to \$46.17 on July
11 1, 2015.

ARTICLE 22. PROFESSIONAL GROWTH

1 22.1 State Board of Education regulations governing Professional Growth requirements shall be
2 followed by the District.

3 22.2 The District shall pay the fee required by the State of California Commission on Teacher
4 Credentialing for emergency credentialing when required for unit members to teach outside
5 their credential subject area at the secondary level.

ARTICLE 23. YEAR-ROUND SCHOOL

- 1 23.1 If a unit member is displaced by Year-Round school, the District shall assign that unit member
2 to a school, at the same level, that retains traditional scheduling if positions are available. The
3 District shall follow transfer procedures as outlined in Article 14.
- 4 23.2 Unit members shall not be required to work more than the current contractual work year
5 outlined in Article 10.
- 6 23.3 Additional days in the unit member's regular assignment beyond the contractual work year
7 outlined in Article 10 shall be compensated at the unit member's per diem rate. These days
8 shall apply toward the ratio in Article 13.2 pertaining to sick leave.
- 9 23.4 The District shall give reasonable assistance to unit members in the transportation of
10 materials, equipment, supplies, furniture or textbooks. Such assistance shall be upon mutual
11 agreement between the unit member and the principal.
- 12 23.5 Year-Round school unit members shall be provided storage space for materials. This storage
13 space shall be convenient and secure.
- 14 23.6 With the approval of the Human Resources Division, unit members at the same site and within
15 the same school year may request an exchange of teaching assignment days with unit
16 members on other tracks. A request for this exchange must be submitted to Human Resources
17 six (6) days prior to the dates requested.
- 18 23.7 The District shall notify unit members in writing of the termination of the Year-Round school
19 program at their site.
- 20 23.8 All Year-Round school sites shall have air conditioning in all classrooms. The District shall
21 make every effort to maintain air conditioners in Year-Round schools in working order, and
22 will attempt to repair malfunctioning units as soon as possible.
- 23 23.9 Unit members who are working in Year-Round schools during the conference or training
24 sessions and are selected as delegates to the NEA Rep. Assembly or to the CNTA/CTA/NEA
25 summer workshops/training sessions shall be granted paid release time. The total combined
26 amount of release time for all representatives shall be limited to twelve (12) days per year.
- 27 23.10 Subject to the timing of the CNTA Year-Round calendar proposal, negotiations on the Year-
28 Round school calendar shall begin within ten (10) working days of the CNTA proposal.

ARTICLE 23. YEAR-ROUND SCHOOL

1 Every effort shall be made to provide unit members with as much notice as possible of the
2 Year-Round school calendar.

3 23.11 Teachers shall have access to their classrooms, workrooms, and restrooms during the normal
4 teacher workday hours on both weekend days prior to the opening of an instructional session.
5 A custodian will be available on both weekend days during normal school hours. Schools will
6 be open the weekend before the Fourth of July instead of on the July Fourth weekend.

7 23.12 Except as otherwise provided for emergency transfers, written notice of tentative involuntary
8 transfers for the coming Year-Round school year, shall be given to the unit member no later
9 than May 1st.

10 23.13 The District shall attempt to distribute students with special needs across more than one track.

11 23.14 If there is no additional cost to the District, all Year-Round school sites shall be on an early
12 schedule.

13 23.15 At a Year-Round school, report cards shall be issued to all students three (3) times a year.

14 23.16 Bargaining unit members with children at a school with a Year-Round schedule will have
15 priority in placing their children on the same track as their teaching assignment.

16 23.17 The bargaining unit member and teacher spouse of the bargaining unit member serving at
17 schools with Year-Round schedules shall be provided the opportunity, whenever possible, of
18 having the same track assignment.

19 23.18 There will be one (1) day of paid time for any teacher who changes to a track that allows less
20 than one week of prep time between tracks and/or grade level changes.

21 23.19 Year Round track teachers who work on non-calendar days during the fourth track change
22 over, and have prior approval of the principal, will be paid the Curriculum Rate for up to four
23 hours.

ARTICLE 24. INTERMEDIATE SCHOOLS

- 1 24.1 Each intermediate school bargaining unit member shall be guaranteed the
2 conference/preparation time specified in Article 10.2.
- 3 24.2 Whenever possible, duties before and after the student day shall be assigned in such a manner
4 that entire families are available for family team meetings on some days during that time.
- 5 24.3 Principals shall encourage teams to schedule team meetings at the mutual convenience of all
6 team members.
- 7 24.4 Team member input shall be solicited and considered by the principal prior to the selection of
8 the team leader.

ARTICLE 25.

1 THIS IS LEFT BLANK INTENTIONALLY

ARTICLE 26. SPECIAL EDUCATION

- 1 26.1 The term "full inclusion student" refers to a student with a moderate to severe disability whose
2 IEP identifies that the student will be placed in a regular education. The District must offer in-
3 service training to regular classroom teachers, prior to receiving a full inclusion student
4 presenting special needs unfamiliar to the teacher. This training shall occur prior to the
5 student being placed into the classroom to the extent practicable. Upon the request of either
6 the regular classroom teacher, special education teacher, or the site administrator additional
7 assistance and/or training must be offered to the extent appropriate and practicable.
- 8 26.2 The District shall notify the receiving school of a full inclusion student as far in advance as
9 possible.
- 10 26.3 The District and the Association shall jointly monitor caseloads to insure reasonable equity.
- 11 26.4 Every effort shall be made to ensure reasonable equity of case load among unit members with
12 comparable assignments.
- 13 26.5 The District will make every effort to take advantage of, and maximize Federal and State
14 funding for, Special Education programs within the structural constraints of the program.
- 15 26.6 For the purposes of the voluntary and involuntary reassignment of Special Education teachers
16 to another Special Education position, Article 26.7 shall apply in lieu of Article 14.
- 17 (a) Voluntary reassignments
- 18 (1) Special Education teachers may request a voluntary change of work location
19 and/or assignment for an upcoming school year by submitting such a request,
20 in writing, to the Human Resources Division prior to March 1 of any school
21 year. Special Education teachers may include written information in support
22 of their qualifications for their requested reassignment. Such requests for a
23 voluntary reassignment shall remain in effect until the first day of school at
24 the bargaining unit member's current school site.
- 25 (2) The Special Education Department will post, on its website, a twice monthly
26 updated listing of all positions currently available for reassignment, beginning
27 March 15 of each school year and continuing through the first day of school
28 for the position(s) listed.

ARTICLE 26. SPECIAL EDUCATION

1 (3) Should a Special Education teacher's request for reassignment not be granted,
2 a meeting may be requested with the Special Education Department
3 administrative designee.

4 (4) The final decision regarding assignment and reassignment shall be made by
5 the Special Education Department administrative designee.

6 (b) Involuntary Reassignments

7 Involuntary reassignments shall be based upon the educationally-related needs of the
8 District, utilizing the following procedures:

9 (1) The Special Education teacher to be involuntarily reassigned shall be offered
10 a meeting with the Special Education Department administrative designee. At
11 this meeting, the reasons for the reassignment and the new assignment shall
12 be identified.

13 (2) If the Special Education teacher declines to meet, the new assignment shall be
14 communicated in writing, with a written offer to meet and review the reasons
15 for the reassignment.

16 (3) Prior to beginning the new assignment, the Special Education teacher may
17 request a voluntary reassignment in accordance with Article 26.7(a) (1).

18 (4) The final decision regarding assignment and reassignment shall be made by
19 the Special Education Department administrative designee.

20 26.7 For the purpose of calculating case load maximum for Resource Specialists pursuant to
21 Education Code 56362 C, two hundred five (205) day work year Year-Round Multi-Track
22 Resource Specialists shall be considered a 1.111 full-time equivalent and the caseload
23 maximum shall adhere to edcode.

24 26.8 (a) When mainstreaming Special Day Class students in Grades K-6, students will
25 be assigned equitably amongst all classes, across tracks, at the appropriate
26 grade level.

27 (b) Regular Education teachers shall be invited to the IEP Team meeting when
28 mainstreaming into their class will be considered. Where existing IEPs identifying

ARTICLE 26. SPECIAL EDUCATION

1 mainstreaming are to be implemented, pre-planning and consultation between the
2 teachers and/or administrative staff will occur.

3 (c) When mainstreaming Special Day Class students, options to mitigate the impact on
4 class size will include, but not be limited to:

5 i. Providing mainstreaming when other students are pulled out of the class for
6 other services or other activities;

7 ii. Sharing Instructional Aides;

8 iii. Providing mainstreaming when at-risk students are being served by other
9 staff;

10 iv. Other mutually agreed options developed at the site that do not violate the
11 Collective Bargaining Agreement.

12 (d) Placement of mainstreamed students, and/or peer models will not exceed the stated
13 contractual class size maximums.
14

15 26.9 Resource Specialist Program (RSP) teachers and Special Day Class (SDC) teachers may
16 submit time cards for up to ten hours (10) annually, in thirty (30) minute increments, for after
17 school IEP meetings only (at late start schools meetings may be before school). Time begins
18 thirty (30) minutes after the completion or before the start of the professional day.

ARTICLE 26. SPECIAL EDUCATION

THE MEMORANDUM OF UNDERSTANDING (MOU)
between the
Corona-Norco Unified School District (CNUSD)
and the
Corona-Norco Teachers Association (CNTA)

The parties agree that Resource Specialist Program (RSP) teachers and Special Day Class (SDC) teachers may submit time cards for up to twenty hours (20) annually, in thirty (30) minute increments, for before and after school IEP meetings only. Time begins thirty (30) minutes after the completion or before the start of the professional day. Teachers may not be required to attend before and after school IEP meetings on the same day. The total expenditure shall not exceed \$100,000 district-wide. Once ten (10) hours (annually) have been reached, a unit member may request extra sub days for IEPs.

This MOU shall be in effect from July 1, 2018 through June 30, 2019

THE MEMORANDUM OF UNDERSTANDING (MOU)
between the
Corona-Norco Unified School District (CNUSD)
and the
Corona-Norco Teachers Association (CNTA)

The parties agree that upon mutual agreement between site administration and a special education teacher (NSH/SH/SDC unit member), may remain to provide behavior support/supervision until a bus or parent arrives to pick up a student. A teacher who chooses to remain beyond a regularly scheduled duty to provide support may be compensated in 15 minute increments at per diem rate. Compensation will be drawn from funds in Article 10.4c.

This MOU shall be in effect from July 1, 2018 through June 30, 2019.

THE MEMORANDUM OF UNDERSTANDING (MOU)
between the
Corona-Norco Unified School District (CNUSD)
and the
Corona-Norco Teachers Association (CNTA)

The parties agree that Elementary Resource teachers (RSP) may request a substitute after two (2) consecutive work days of absence.

ARTICLE 26. SPECIAL EDUCATION

1 This MOU shall be in effect from July 1, 2018 through June 30, 2019

2 **THE MEMORANDUM OF UNDERSTANDING (MOU)**

3 **between the**

4 **Corona-Norco Unified School District (CNUSD)**

5 **and the**

6 **Corona-Norco Teachers Association (CNTA)**

7 RSP teachers at their maximum caseload may timecard up to 2 hours (at curriculum rate) for initial
8 qualifying IEP's. The total expenditure shall not exceed \$100,000 district-wide, as referenced in
9 Article 10.4c.

10 This MOU shall be in effect from July 1, 2018 through June 30, 2019

11 **THE MEMORANDUM OF UNDERSTANDING (MOU)**

12 **between the**

13 **Corona-Norco Unified School District (CNUSD)**

14 **and the**

15 **Corona-Norco Teachers Association (CNTA)**

16 The parties agree that a joint District-Association Special Education Task Force will meet no less than
17 four (4) times annually for the life of the contract. The purpose of the task force is:

- 18 (a) to identify Special Education unit members' concerns regarding working
19 conditions,
- 20 (b) to discuss District identified areas of concerns,
- 21 (c) to recommend whether to continue secondary Special Education PCT
22 release for one meeting per month,
- 23 (d) to make recommendations to both parties of possible solutions to identify
24 problems and concerns,
- 25 (e) and to provide progress updates quarterly to the E-Board and Cabinet.

26 The Task Force will be composed of equal numbers of District and Association appointees.
27 The goal of the Task Force will be to find long-term approaches to common concerns. Both
28 parties are committed to maintaining an excellent District Special Education program for the
29 students of the CNUSD.

ARTICLE 26. SPECIAL EDUCATION

**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING RESOLVING
GRIEVANCE REGARDING SPEECH LANGUAGE PATHOLOGY ASSIGNMENTS DATED
JULY 2, 2008**

The July 2, 2008 SLP Memorandum of Understanding (MOU) shall remain in full force with the exception of the following added language:

The Special Education Division shall rotate the opportunities for additional work equally among the existing SLPs within the District through the use of a rotating list based on seniority (as defined by EC 44845). This rotational offer of additional work shall be used during the following occasions:

- 1) As a result of a vacancy or approved leave of absence, prior to any SLP services rendered by a non-district contracted employee, the district shall offer available days and/or hours to existing staff to the degree necessary to bring caseload average into compliance during the first 30 days.
- 2) After the review and calculation of district caseload on October 1st and April 1st of each year as described in the July 2, 2008 MOU.

When any SLP works additional days and/or hours or elects to decline the offered work, he or she shall be placed at the bottom of the rotation list.

The work schedule, number of hours and/or days, and the work location shall be determined by the district.

Prior to outsourcing SLP work, the district shall notify CNTA whenever a position is being outsourced and provide the name of the outside contracting agency. Additionally, the district will provide CNTA the information on the additional work rotation process as needed.

This MOU shall be in effect from July 1, 2018 through June 30, 2021.

ARTICLE 26. SPECIAL EDUCATION

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CORONA-NORCO UNIFIED SCHOOL DISTRICT
AND THE CORONA NORCO TEACHERS ASSOCIATION
RESOLVING GREIVANCE REGARDING
SPEECH AND LANGUAGE PATHOLOGY ASSIGNMENTS**

July 2, 2008

WHEREAS, the District and the Association wish to resolve the issues that have arisen around the caseload, assignments, and recruitment of speech and language pathologists;

WHEREAS, the District and the Association have already implemented for the 2007-2008 school year certain steps designed to attract and retain speech pathologists in the current environment of scarcity;

WHEREAS, the District and the Association wish to comply with the collective bargaining agreement and applicable legal requirements concerning the assignment and compensation of speech and language pathologists;

NOW, THEREFORE, the parties agree as follows:

- 1) Effective July 1, 2008, the District will begin implementation of this Agreement whereby preschool Special Education students receiving services from Speech and Language Pathologists (SLPs) shall not be mixed in caseloads with Special Education students in grades TK-12 who are receiving Speech and Language Services. The District will comply with applicable legal requirements pertaining to SLP caseloads where the Speech and Language Pathologists serves exclusively preschool students.
- 2) SLPs assigned to serve preschool students exclusively will have a 196-day work year unless they are offered and agree to an additional temporary assignment offered by the District on a trimester or semester basis, as may be needed. Speech and Language Pathologists accepting additional temporary assignments up to 16 additional days per school year pursuant to this Agreement will be compensated in accordance with the provisions of the Collective Bargaining Agreement for such additional temporary services.
- 3) SLPs who serve a caseload that does not include preschool students will be assigned a caseload consistent with state law and SELPA requirements, currently a District-wide average of 55 to 1. For purposes of computing caseloads, 55 to 1 shall constitute one full-time equivalent SLP at 196 workdays per school year. Up to 16 additional days per school year or the equivalent thereof may be added on a temporary trimester or semester basis by mutual agreement where the need arises. These additional assignments shall be computed toward additional FTEs for purposes of computing the District-wide average. This information will be provided to the Association.
- 4) For services to TK-12 Speech and Language students, FTEs required for the current state requirement of an average of 55 students per SLP shall be computed by the following formula:

ARTICLE 26. SPECIAL EDUCATION

1 Required FTEs = No. of students TK-12 district wide receiving SLP services
2 55

3 If this number cannot be served by full-time employee SLPs (with 196-day work
4 year), the remaining FTEs, after all TK-12 SLPs have been afforded a 196-day
5 assignment, shall be offered as temporary assignments pursuant to paragraph 3 of this
6 Agreement, and if declined or prevented by logistical considerations, such work shall
7 be contracted to an outside vendor. This information will be provided to the
8 Association.

- 9 5) The current grievance shall be withdrawn with prejudice.
- 10 6) Entering into the Agreement does not constitute an admission of wrongdoing or
11 violation of law or the collective bargaining agreement by either party.
- 12 7) The District and the Association will continue their collaborative efforts to
13 recruit and retain additional credentialed Speech and Language Pathologists.
- 14 8) Pursuant to Section 26.3 of the Collective Bargaining Agreement, the District and the
15 Association will monitor caseloads and assignments.
- 16 9) The parties hereby expressly acknowledge their understanding that implementation of
17 this Agreement will, of necessity, result in the transfer or reassignment of existing
18 caseloads and site assignments of currently- assigned SLPs. The Special Education
19 department will communicate transfers and reassignments pursuant to this Agreement
20 to the Association. Any SLP may request a meeting with the SELPA
21 Director/Administrative Director Special Ed. to discuss their reassignment. If
22 unresolved, a meeting may be requested with the Deputy Superintendent or designee.
23
- 24 10) It is understood and agreed that if this Agreement is not approved by the Corona-
25 Norco Teachers Association, the parties will continue their collaborative efforts to
26 recruit; however, the District intends to maintain its current assignment methods and
27 ratios in accordance with the District's interpretation of applicable state law and the
28 SELPA Agreement. Nothing in this Agreement shall constitute or be argued by either
29 party to be evidence that the Association agrees or acknowledges that the District's
30 current assignment methods or ratios comply with the Collective Bargaining
31 Agreement, the applicable state law and/or the SELPA Agreement.
- 32 11) The Agreement will continue in existence unless either party notifies the other in
33 writing by April 15 of any school year of its desire to modify the provisions of this
34 Agreement.
- 35 12) For the purposes of determining the total number of students receiving SLP services,
36 student data maintained in a WEB-based IEP writer database will be used. All
37 appropriate steps will be taken to safeguard the confidentiality of student information.
38 The Assistant Superintendent or his designee shall review, on October 1st and April 1st
39 of each year, caseload calculations based upon the methodology listed above with the
40 CNTA President/Designee. If, upon either of these dates, District caseload averages
41 exceed legal limits and additional SLPs are unavailable to be hired, additional days
42 and/or hours will be offered to existing staff to the degree necessary to bring caseload
43 averages into compliance. If additional days and/or hours are not accepted by current
44 Speech and Language Pathologists, it is understood and agreed that as a last resort, the
45 District will contract for such services. However, both the District and the Association
46 agree that contracting out for such services is not desirable and not in the best interests

ARTICLE 26. SPECIAL EDUCATION

of either party to this Agreement or the students of the District. Therefore, the District agrees to utilize its best efforts to recruit, hire, and retain Speech and Language Pathologists and will only utilize contracting out of such services when no other option is reasonably available to the District. In the event that the District contracts out Speech and Language Pathologist services, the District agrees it will notify the Association of the contracting out of the services and immediately enter into discussions with the Association on how to improve and enhance the District’s ability to recruit, hire and retain Speech and Language Pathologists.

Date: 9-20-08
Updated: 6-2-18

**SIDE LETTER BETWEEN
THE CORONA-NORCO UNIFIED SCHOOL DISTRICT (CNUSD)
AND THE
CORONA-NORCO TEACHERS ASSOCIATION (CNTA)**

This is a side letter between the Corona-Norco Teachers Association and the Corona Norco Unified School District regarding Speech and Language Pathologists (SLP). The purpose of this side letter is to clarify both intent of the additional compensation available by timecard in the MOU's and Addendum in Article 26, dated July 2, 2008 and to clarify the current practice.

The MOU's currently in the CBA were written at a time when average caseloads were above the state recommended 55. Both CNTA and CNUSD recognize significant progress has been made in lowering the District average caseload, which is currently 46. Additionally, both CNTA and CNUSD recognize the importance of ongoing recruitment efforts to attract and retain SLP's during a time of ongoing statewide scarcity of fully credentialed SLP's.

During the 2016-2017 school year, SLP's with caseloads above 55 have been able to submit timecards for additional hours worked at their daily rate. It is the understanding of both CNTA and CNUSD that this practice will continue into the 2018-2019 school year. It is also understood that this practice regarding SLP's does not exclude them from benefitting from the district wide practice of having additional timecard hours approved at the discretion of their direct supervisor or the department manager.

Each year the District/CNTA will re-evaluate the need to continue and/or clarify the time carding practices with regards to SLP's.

This side letter will remain in effect until June 30, 2019

ARTICLE 26. SPECIAL EDUCATION

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CORONA-NORCO UNIFIED SCHOOL DISTRICT
AND
CORONA-NORCO TEACHERS ASSOCIATION**

When the district has knowledge that an SLP will be out 3 weeks or more, every effort will be made to provide a substitute beginning on the first day of the absence upon SLP request.

This MOU will sunset on June 30, 2019

ARTICLE 27. EDUCATIONAL INNOVATIONS

- 1 27.1 Any proposal for innovations by the District or a site which impacts the Collective Bargaining
2 Agreement must be presented in writing to the Association and District by February 15. By
3 March 1, the Association and the District will determine whether or not this meets the criteria
4 of innovation. In the event the Association and the District mutually agree that the proposal is
5 not an innovation, the implementation of the proposal will not be subject to the grievance
6 process. The innovation proposal will be processed in such a manner so as to enable the
7 ratification process to be completed by March 30.
- 8 27.2 The scope of proposals for innovations which impact the Collective Bargaining Agreement are
9 limited to Articles 9, 10, 12, 18, 22, 23, 24, 26, Appendix B, and the calendar.
- 10 27.3 The written proposal must include:
- 11 (a) A description of the proposed innovation
 - 12 (b) The parties impacted by the proposed innovation
 - 13 (c) The educational justification
 - 14 (d) Supporting research, if available
 - 15 (e) Timelines for implementation
 - 16 (f) Any staff development needs
 - 17 (g) A preliminary budget
 - 18 (h) Evaluation and review process
- 19 27.4 Any innovation requested by a specific site must have staff approval consisting of a 70.0%
20 positive vote by secret ballot by the bargaining unit members at that site before simultaneous
21 presentation to the Association and the District. CNTA will prepare the ballots and conduct
22 the election.
- 23 27.5 The District and the Association shall meet to determine whether the proposal complies with
24 the Collective Bargaining Agreement, Board Policy, the Education Code, and/or past practice.
25 When appropriate, the District and the Association will enter into a Memorandum of
26 Understanding and Agreement.

ARTICLE 27. EDUCATIONAL INNOVATIONS

1 27.6 Either party may, at any point, notify the other of its intent to withdraw from this Agreement.
2 Said party will provide written notification to the other of its intent, allowing a sixty (60) day
3 waiting period. During this waiting period, the District and the Association representatives
4 will come together to attempt to identify and resolve differences. By mutual agreement, the
5 waiting period may be waived.

6 27.7 Approval of final language shall require a 70.0% vote by secret ballot of affected bargaining
7 unit members voting in the election provided that a majority of the bargaining unit members at
8 the affected site(s) participate in the election. The election will be open for up to 5 school
9 days. CNTA will prepare the ballots and conduct the election.

10 27.8 Any Agreement must be ratified by the Association and approved by the Board of Education.

11 **MEMORANDUM OF UNDERSTANDING**

12 **SITE CONTRACT WAIVER**

13 July 17, 2008

14 As the teacher workday is subject to the collective bargaining process it may not be unilaterally
15 changed.

16 Non-instructional time may be allocated to required duties (such as yard duty, bus duty, staff meetings,
17 etc.). The shifting of recess and lunch minutes without affecting the overall number of non-
18 instructional minutes shall not be subject to this agreement. Nothing in this agreement shall limit a site
19 administrator’s ability to modify the teacher workday on minimum days, during special school events,
20 or for temporary situations (i.e., inclement weather, emergency situations, etc.), within the parameters
21 of Article 10.

22 However, to ensure that school site staff are able to implement educational reform practices, the
23 following procedures shall be utilized to modify the teachers’ workday:

- 24 1. Site Specific Contract Waivers may only be sought on provisions of the CBA contained in
- 25 Article 10: Hours of Employment, with the exceptions noted in this article.
- 26 2. A Site Specific Contract Waiver shall not increase the length of the workday for classroom
- 27 teachers or support personnel as defined in Article 10.

ARTICLE 27. EDUCATIONAL INNOVATIONS

- 1 3. No later than February 15, which is included as an attachment to the Joint CNUSD/CNTA
2 Site Waiver Committee, comprised of 3 CNTA members and 3 District administrative staff.

- 3 3.1 Sites identified by the State as Program Improvement (PI) sites may submit Site
4 Specific Contract Waiver Proposals upon receipt of notification.

- 5 4. No later than March 1, the Site Specific Contract Waiver Proposal must be approved by a
6 unanimous vote of the CNUSD/CNTA Site Waiver Committee. If approved, secret ballot
7 elections must be completed with results reported to the affected site Unit Members, District
8 and CNTA by March 30 in order to implement the Site Contract Waiver for the following
9 year. If the timelines are not followed, the Site Contract Waiver shall not be implemented
10 and it will be necessary to initiate the process the following year.

- 11 5. CNTA will conduct and oversee the election in partnership with the site administration. The
12 election will be open for up to 5 school days.

- 13 6. Waivers are site approved with at least 70.0% of the affected Unit Members voting “Yes.”
14 Affected Unit Members are those assigned to the site at the time of the vote.

- 15 7. If a site wishes to continue an existing waiver with or without modifications, the proposal
16 must be resubmitted annually to the Joint Committee by February 15 followed by at least a
17 70.0% positive vote of the affected Unit Members by March 30. After a successful initial
18 vote by the Unit Members, completed by March 30 of each year, two consecutive renewal
19 votes must occur, and the waiver will then be considered the default way of operating at the
20 site.

- 21 7.1 Affected “Unit Members” means those unit members who are assigned to a position
22 for the upcoming school year that will be directly impacted by the Site Contract
23 Waiver. If assignments for the upcoming school year have not been made at the time
24 of the vote, unit members currently assigned to the positions that will be directly
25 impacted by the Site Contract Waiver shall be considered affected Unit Members.

- 26 8. No unit member shall be asked to leave the site or be retaliated against or harassed in any
27 manner by administration as a result of their support or opposition to a waiver or waiver
28 proposal.

ARTICLE 27. EDUCATIONAL INNOVATIONS

1 9. Unit members adversely affected by a waiver proposal will be given transfer priority by
2 meeting with CNTA and the Assistant Superintendent of Human Resources to attempt to
3 facilitate a transfer to an existing vacancy for which they are qualified.

4 9.1 Priority status means that no non-priority status transfers shall take
5 place until all priority status transfers have been properly processed.

6 This process will be reviewed and revised by mutual agreement no later than 6/30/2018⁹.

7 10. All Site contract Waivers must complete one school or calendar year of implementation.

8 Revised April 8, 2015

ARTICLE 27. EDUCATIONAL INNOVATIONS

SITE CONTRACT WAIVER PROPOSAL FORM

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School Site:

Site Administrator in Charge:

Contract paragraphs to be waived:

Purpose of Waiver: (attach additional pages if necessary)

Additional Instructional Minutes:

- Per Day:
- Per Week:
- Per Month:
- Number of affected members:

Additional Called Meetings:

- Per Week:
- Per Month:
- Per Year:

Called Meetings:

- Day(s)
- Time(s)
- Length

Duration of Waiver: (not to exceed one year)

- Commencement of Waiver:
- Conclusion of Waiver:

Comments: (Rationale, Special Circumstances, Considerations)

Bell Schedule: (Please attach current bell schedules and proposed bell schedules)

Timelines:

February 15	Submit Site Waiver Form to Human Resources, Business, and Association
March 1	Approval of Site Waiver Committee for vote
March 31	Site Waiver Vote results due to Human Resources

Administrator Signature _____ Date _____

Site Rep Signature _____ Date _____

Site Rep Signature _____ Date _____

***If there is not a joint agreement at the site between CNTA Site Reps and CNUSD Site Admin then it will be referred to CNTA and the HR Department.

Submit copy to: Human Resources, Business, and Association

Approved for Site Vote:

Yes _____ No _____

HUMAN RESOURCES

CNTA

BUSINESS

Prep Periods

Child Nutrition Services

Transportation

Instructional Minutes

Results of Vote: Yes _____ No _____

ARTICLE 28. STAFF BUY-BACK DAY LANGUAGE

1 28.1 The District will offer as many staff buy-back days as authorized for payment by the State.
2 The District will provide appropriate in-service opportunities at a variety of off-track times.
3 All staff buy-back days may be available for staff development at each site. Such activity(ies)
4 shall be determined by each site. The hours and plans shall be in compliance with state
5 regulations ("staff development instructional methods, including teaching strategies,
6 classroom management and other training designed to improve pupil performance, and
7 academic content in the core curriculum areas"). The rate of pay shall be the total dollars
8 earned by the District less required payroll costs. Unit members may participate in a single
9 staff development activity over several days but must be present for the equivalent of a full-
10 time instructional work day. Participation in the staff development buy-back days by unit
11 members is voluntary.

12 28.2 District staff development buy-back day opportunities shall be published as available.

13 28.3 Unit members shall be invited to submit proposals for staff development buy-back day
14 activities which meet the above referenced state regulations. Such proposals shall be
15 submitted for consideration to the District each year.

16 28.4 All unit members who are presenters for staff development buy-back days will be
17 compensated utilizing the same formula. Payment for both participants and presenters shall be
18 made per state regulations.

19 **28.5 Association sponsored staff development buy-back days**

20 (a) Subject to District approval, staff development buy-back day in-service activity(ies)
21 may be offered by the Association if the activity meets the state regulations referenced
22 above. Rationale for rejection of any Association proposal shall be provided in
23 writing within ten (10) working days of receipt.

24 (b) If a unit member is a presenter at such in-service activities, they shall be compensated
25 at a rate equivalent to that of other unit members who are presenters for the staff
26 development buy-back day activities offered by the district. If the presenter is an
27 employee of CTA, the Association or participating unit members shall assume the
28 costs of the presenter's fee, if any.

ARTICLE 29. PEER ASSISTANCE AND REVIEW

1 29.1 Purpose

- 2 (a) The Peer Assistance and Review Program (“PAR”) allows exemplary teachers to
3 provide non-administrative assistance to permanent teachers in the areas of subject
4 matter knowledge, teaching strategies, and teaching methods.
- 5 (b) The extent of the program’s assistance and review depends upon whether the
6 participating teacher is a referred permanent teacher or a voluntary permanent teacher.
7 A permanent teacher, who has been on an improvement plan for at least ninety (90)
8 calendar days, or sixty (60) work days, whichever is greater, and still received a final
9 unsatisfactory evaluation in any of the areas of subject matter knowledge, teaching
10 strategies, or teaching methods and instruction, shall be referred for participation in
11 PAR. Assistance shall be provided through consulting teachers as described in Article
12 29.4(b). It shall not involve the participation of the consulting teacher in the
13 evaluation of the unit member required by the Education Code and Article 15 of this
14 agreement, except that the results of unit member participation in the PAR program
15 shall be made available to the evaluator in the case of referred teachers.

16 29.2 Definitions used in this article

- 17 (a) “Classroom teacher” or “teacher” is any member of the bargaining unit covered by
18 certificated evaluation requirements in Article 15 of the Collective Bargaining
19 Agreement.
- 20 (b) “Participating teacher” is a permanent classroom teacher member of the unit who either
21 volunteers or is required by this article to participate in the program.
- 22 (c) “Consulting teacher” is an exemplary teacher meeting the requirements of Article
23 29.4(b)(1) selected by the Joint Panel to provide program assistance to a participating
24 teacher.
- 25 (d) “Referred teacher” is a permanent teacher who has been on an improvement plan for at
26 least ninety (90) calendar days, or sixty (60) work days, whichever is greater, and still
27 received a final unsatisfactory evaluation in any of the areas of subject matter knowledge,
28 teaching strategies, or teaching methods and instruction pursuant to Education Code
29 44660-44665.

ARTICLE 29. PEER ASSISTANCE AND REVIEW

- 1 (e) “Volunteer teacher” is a permanent unit member whose most recent evaluations have
2 been satisfactory and who is not required to participate in this program due to the receipt
3 of an unsatisfactory evaluation in the areas of subject matter knowledge, teaching
4 strategies, or teaching methods and instruction. Such participation is voluntary, subject
5 to available resources, and is for the purpose of professional growth utilizing the
6 assistance of a consulting teacher.
- 7 (f) “Principal” or “evaluating principal” is the certificated administrator appointed by the
8 District to evaluate a teacher.
- 9 (g) “Unsatisfactory evaluation” is an evaluation of a permanent teacher who has been on an
10 improvement plan, for at least ninety (90) calendar days, or sixty (60) work days,
11 whichever is greater, and has still received a final unsatisfactory evaluation in one or
12 more of the areas of subject matter knowledge, teaching strategies or teaching methods
13 and instruction.

14 29.3 Program outline

- 15 (a) For referred teachers, the outline of the program shall be as follows:
- 16 (1) The referred teacher is identified by the principal following participation in an
17 improvement plan of at least ninety (90) calendar days, or sixty (60) work days,
18 whichever is greater, and a final unsatisfactory evaluation. In the final evaluation
19 conference, the principal will review the PAR recommendations and referral with
20 the referred teacher. In the recommendation to PAR, the principal will identify
21 specific recommendations regarding the areas of improvement needed.
- 22 (2) Upon review by the Deputy Superintendent of Human Resources or their
23 designee, a teacher may be referred by the principal to PAR on an emergency
24 basis without participating in an improvement plan. The teacher must have
25 received an unsatisfactory regular evaluation. Acceptance into the program shall
26 be the decision of the Joint Panel.
- 27 (3) The principal, consulting teacher, and participating teacher will meet to discuss
28 the outlined areas of improvement and types of assistance to be provided.

ARTICLE 29. PEER ASSISTANCE AND REVIEW

- 1 (4) The consulting teacher reviews the recommended areas of improvement, provides
2 assistance to the referred teacher in any of the areas of subject matter knowledge,
3 teaching strategies or teaching methods and instruction needed. The consultant
4 teacher does multiple observations of the referred teacher and makes available the
5 summary report of the referred teacher's participation for placement in the
6 personnel file. The assistance provided shall address the areas for improvement
7 noted by the principal and shall take into consideration state and local standards.
8 The referred teacher will be provided with the California Standards for the
9 Teaching Profession.
- 10 (5) The consulting teacher, participating teacher, and the principal are expected to
11 develop and maintain an ongoing, cooperative working relationship.
- 12 (6) The Joint Panel will review the reports made by the consulting teacher. It will
13 make available the reports of referred teacher's participation in the program to the
14 principal as part of the evaluation's process. The Joint Panel shall make
15 recommendations to the Governing Board regarding referred teachers, including
16 forwarding of names of individuals who are unable to demonstrate satisfactory
17 performance.
- 18 (7) The Governing Board retains final authority over all personnel decisions:
19 evaluations, the decision to commence with disciplinary proceedings for a
20 permanent teacher, the decision to release a probationary teacher or dismissal.
- 21 (8) The principal shall be solely responsible for evaluating and making the initial
22 recommendations for improvement pursuant to the evaluation. The consulting
23 teacher shall assist the referred teacher in improving in the areas identified by the
24 principal through the regular evaluation and performance improvement process.
- 25 (9) Before April 1 annually, the consulting teacher shall prepare a written report
26 summarizing the referred teacher's participation in the program. It shall consist
27 solely of (1) a description of the assistance offered/provided to the referred
28 teacher and (2) a description of the results of the assistance in the targeted areas.
29 This report shall be submitted to the referred teacher, the principal, and the Joint
30 Panel. The participating teacher may also submit a report to the Joint Panel
31 referencing the above items.

ARTICLE 29. PEER ASSISTANCE AND REVIEW

- 1 (10) The results of the teacher’s participation in the program shall be made available as
2 a part of the referred teacher’s annual evaluation. The evaluating principal shall
3 have the discretion as to whether and how to utilize such results in the annual
4 evaluation. The principal’s evaluation shall not be based solely on the report from
5 the consulting teacher.
- 6 (11) The assistance provided by the consulting teacher to the referred teacher shall
7 consist of at least twenty (20) hours of in-classroom support over the course of the
8 school year, in addition to other forms of assistance provided.
- 9 (12) If the referred teacher receives an additional unsatisfactory evaluation in any of
10 the applicable areas from the principal despite the assistance of the consulting
11 teacher, the teacher shall be referred for continued participation in PAR as long as
12 the teacher has an unsatisfactory evaluation in one or more of the applicable areas.
13 The Governing Board shall have the sole authority to determine whether the
14 participating teacher has been unable to demonstrate satisfactory improvement.
- 15 (13) The consulting teacher’s summary report on the referred teacher’s participation in
16 the program shall be made available to the evaluating principal for possible
17 placement in the participating teacher’s personnel file. If so desired, the
18 participating teacher may request placement of this report in their personnel file.
- 19 (14) No later than June 30, the Joint Panel will make an annual report to the Governing
20 Board and the Association regarding the program’s impact, improvements to be
21 made and recommendations regarding program participants.
- 22 (15) The evaluating principal will forward to the Governing Board names of referred
23 teachers who, after sustained assistance, are unable to demonstrate satisfactory
24 improvements.
- 25 (16) The participating teacher may at any time respond to the consulting teacher’s
26 report submitted to the Joint Panel.

ARTICLE 29. PEER ASSISTANCE AND REVIEW

1 (b) For volunteer teachers, the outline of the program shall be as follows:

- 2 (1) The volunteer teacher may apply to the panel to be assigned to work with a
3 consulting teacher to improve current skills in a particular curricular area or to
4 improve and/or develop teaching methodologies and instructional strategies. The
5 volunteer teacher will be assigned to a specific consulting teacher by the Joint
6 Panel, subject to available resources.
- 7 (2) Upon assignment, the consulting teacher shall meet with the Volunteer teacher to
8 develop a plan for voluntary assistance. The plan will be submitted to the
9 principal and the Joint Panel for purposes of coordination and planning
- 10 (3) A statement regarding the results of the individual’s participation will be
11 forwarded to the Governing Board and the volunteer teacher only.
- 12 (4) Participation as a volunteer teacher shall not be in lieu of the regular evaluation of
13 the teacher pursuant to Article 15 of this agreement.
- 14 (5) Budgeted resources of the program shall first be allocated for the benefit of
15 referred teachers under Article 29.3(a), and then as available and budgeted to
16 voluntary participants under Article 29.3(b).

17 **29.4 Governance and Program Structure**

18 (a) Joint Panel

- 19 (1) The Peer Assistance and Review Program shall be administered by a panel
20 consisting of five (5) members including three (3) permanent certificated
21 classroom teachers appointed by the Association and two (2) administrators
22 appointed by the District. Qualifications for teacher representatives shall be the
23 same as those for consulting teachers as set forth in Article 30.4(b)(1). A panel
24 member’s term shall be three (3) years, except the first term of the teacher
25 members will be two (2), three -year terms and one (1), four-year term. The
26 appointments will be made by May 1. The first terms of the administrator
27 members will be one (1), three-year and one (1), four-year term. Administrators
28 must have at least five (5) years of administrative experience at the site level and

ARTICLE 29. PEER ASSISTANCE AND REVIEW

1 at least two (2) years of Administrative experience in the Corona-Norco Unified
2 School District.

3 (2) The Joint Panel shall make all decisions through consensus in the area of
4 appointments, recommendations to the Governing Board, program plan and
5 recommended budget. In the absence of consensus, decisions will be made by a
6 majority vote. Four (4) of the five (5) panel members shall constitute a quorum
7 for purposes of meeting and conducting business.

8 (3) The Joint Panel’s primary responsibilities include the selection and oversight of
9 the consulting teachers and review of the reports made pursuant to Article
10 29.3(a)(9).

11 (4) The selection of consulting teachers for Peer Assistance and Review and for other
12 acceptable programs, as funded through AB 1X, shall be the sole responsibility of
13 the Joint Panel.

14 (5) For the purposes of program consistency and in order to maintain equality in
15 regards to participating teacher selection, assignment, and review, all PAR
16 teachers and all Beginning Teacher Support and Assessment BTSA teachers,
17 regardless of funding source, will be subject to the provisions of this article and
18 the oversight of the Joint Panel.

19 In addition, the panel shall have the following responsibilities:

20 1. By June 1 of each fiscal year, submit a recommended budget to the
21 Governing Board within the proportion of the estimated State
22 revenues generated by the PAR program that the Governing Board
23 has determined will be used for peer assistance and review or other
24 programs acceptable through AB 1X. The budget shall detail the
25 estimated expenditures including the projected number of
26 participating teachers, the number of consulting teachers to serve the
27 projected needs, the amount of release time for the panel, and the
28 projected cost for in-service training for panel members, consulting
29 teachers, referred and voluntary participants, administrative overhead
30 and other necessary services

ARTICLE 29. PEER ASSISTANCE AND REVIEW

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2. Assign consulting teachers within thirty (30) calendar days after unit member has been accepted into PAR.
3. Review consulting teacher reports on referred teachers by May 1.
4. Evaluate the effectiveness of the consulting teachers by May 1.
5. Provide training for all members of the Joint Panel and coordinate with the District to provide training for consulting teachers and participating teachers as determined by the Joint Panel.
6. Forward to Human Resources by June 15 all records of the program to be filed separately from individual personnel records, except as provided in this article.
7. Establish internal operations procedures and regulations necessary to carry out requirements of the Education Code and this article.
8. Develop the consulting teacher application form, initial evaluation forms, observation forms, and final report format for use by the consulting teacher.
9. Remove consulting teachers who, due to illness, extended absence, or other reasons, are unable to complete their assignment. Replacement consulting teachers may be hired at any time.

(b) Consulting Teachers:

(1) At a minimum, the consulting teacher must:

1. Be a credentialed teacher with permanent status in the Corona-Norco Unified School District with at least five (5) years of recent classroom teaching experience who, during those five (5) years, has had overall evaluations of satisfactory or better in all areas evaluate.
2. Have demonstrated exemplary teaching ability as indicated by effective communication skills, subject matter knowledge, knowledge and commitment to District curricular goals and state standards and

ARTICLE 29. PEER ASSISTANCE AND REVIEW

1 mastery of a range of teaching strategies necessary to meet student
2 needs in different contexts.

- 3 3. Have demonstrated an ability to work cooperatively and effectively
4 with other teachers and administrators, demonstrated effective
5 leadership skills and experience in working on school and District
6 committees.

7 (2) Applicants for consulting teacher positions will submit a completed application
8 including no fewer than three (3) but no more than five (5) references from
9 individuals with direct knowledge of the applicant's abilities for the position. At
10 least two (2) references shall be from bargaining unit members; a reference from
11 their current principal is also required. Applications and references will be treated
12 with confidentiality. The Joint Panel will make the selection of all consulting
13 teachers funded by AB 1X. The Joint Panel will also select teachers for other
14 programs allowable and funded through AB 1X. The selection will be forwarded
15 to the Superintendent. The panel's procedures for selecting consulting teachers
16 shall include provisions for classroom observations of consulting teacher
17 candidates and reference checks.

18 (3) Full-time consulting teachers may provide assistance for up to eighteen (18)
19 certificated bargaining unit members per school year. The Joint Panel will assign
20 each consulting teacher to assist no more than three (3) PAR participating teachers
21 in a school year. The remaining assignments may be used to provide non-
22 evaluative assistance through BTSA. Each consulting teacher who is assigned
23 one (1) PAR participating teacher will be assigned no more than fifteen (15)
24 BTSA teachers. Each consulting teacher who is assigned two (2) PAR
25 participating teachers will be assigned no more than twelve (12) BTSA teachers.
26 Each consulting teacher who is assigned three (3) PAR participating teachers will
27 be assigned no more than nine (9) BTSA teachers. BTSA assignments will be
28 made by Curriculum and Instruction. All conditions of the BTSA grant will be
29 monitored and supervised by Curriculum and Instruction. No documents will be
30 placed in the personnel file by the consulting teacher in regards to the BTSA
31 assignments. A report on each consulting teacher's involvement/participation in
32 the BTSA program will be submitted by Curriculum and Instruction to the Joint
33 Panel for their review by April 1 on an annual basis. The report form will be

ARTICLE 29. PEER ASSISTANCE AND REVIEW

1 developed by the PAR panel. PAR assignments will have priority over all other
2 assignments.

3 (4) Consulting teachers with full-time teaching assignments may provide assistance
4 for up to two (2) second-year BTSA participants. This extra duty assignment will
5 be funded at four (4) days per diem per BTSA participant.

6 (5) Consulting teachers with full time teaching assignments will provide assistance
7 for no more than one (1) referred participating PAR teacher. Extra duty positions
8 will be funded at twelve (12) days per diem.

9 (6) Within the first six weeks of assignment, the consulting teacher or the
10 participating teacher may request an assignment change from the Joint Panel for
11 good cause. The decision of the Joint Panel shall be final. A consulting teacher's
12 term will be a minimum of two (2) and a maximum of three (3) consecutive years
13 of service as a consulting teacher, provided that their annual service as a
14 consulting teacher has been satisfactory to the Joint Panel.

15 (c) Consulting teachers shall provide assistance to participating teachers in the areas of
16 subject matter knowledge, teaching strategies, and teaching methods including, but
17 not limited to, the following activities:

18 (1) Providing consultative assistance to improve in the specific areas targeted by
19 the evaluating principal.

20 (2) Meeting and consulting with the principal regarding the nature of assistance
21 being provided.

22 (3) Conducting multiple observations of the participating teacher during periods
23 of classroom instruction (with at least twenty (20) hours of in-classroom
24 support).

25 (4) Recommending specific training in specified teaching techniques or in
26 designated subject matter as approved by the Joint Panel. When appropriate,
27 both the consulting teacher and the participating teacher will attend the
28 specific training session.

29 (5) Demonstrating good practice to the participating teacher.

ARTICLE 29. PEER ASSISTANCE AND REVIEW

1 (6) Recommending specific activities targeted to improve their teaching strategies
2 where improvement is desired.

3 (7) Maintaining appropriate records of each participating teacher's activities and
4 progress on forms designed by the Joint Panel.

5 (8) Providing monthly written updates on forms designed by the Joint Panel to
6 the referred teacher, the principal, and the Joint Panel concerning the progress
7 of the referred teacher in the areas targeted for improvement by the principal.
8 The written updates may be kept in the principal's evaluation file until the
9 final evaluation is completed for the year. The Joint Panel will have access to
10 the consulting teacher reports in the secured separate personnel files
11 maintained in Human Resources.

12 (d) Consulting teachers shall be returned to their regular assignment upon completion of
13 their term as a consulting teacher. Elementary teachers will be returned to the same
14 school, track, and approximate grade level. Secondary teachers will be returned to the
15 same school and subject areas. Consulting teachers are eligible to apply for transfer at
16 any time during their term as a consulting teacher. Consulting teachers opting to
17 return to the classroom prior to continuing service into a possible second, third, or
18 fourth year must notify the Joint Panel prior to March 1. The fourth year will sunset
19 on June 30, 2007 unless renewed through negotiations.

20 **29.5 Status and Liability Protection of Unit Members**

21 (a) Functions performed by unit members under this article shall not constitute either
22 management or supervisory functions as defined in the Educational Employment
23 Relations Act.

24 (b) Unit members who perform functions as Consulting Teachers or members of the Joint
25 Panel shall have the same protection from liability and access to appropriate defense
26 as afforded to other public school employees under the provisions of the California
27 Government Code.

28 (c) This Article shall not be subject to the grievance procedure; however, all other
29 Articles of the Collective Bargaining Agreement are still applicable.

ARTICLE 29. PEER ASSISTANCE AND REVIEW

1 29.6 **Records**

2 (a) All documents and information relating to individual participation in this program shall be
3 considered personnel matters subject to the personnel record exemption of the California
4 Public Records Act. The annual evaluation of the program's impact, excluding
5 information on identifiable individuals, is subject to disclosure under the Public Records
6 Act.

7 (b) All documents for the PAR will be filed by Human Resources separately from individual
8 personnel records, except as specified herein.

ARTICLE 30. SHARED CONTRACTS

- 1 30.1 Thirty (30) shared-contract positions will be available. The positions will be of a two (2)-year
2 duration. At the end of two (2) years, participants must reapply. The number of shared-contract
3 positions available will be determined by the number of positions previously unfilled and those
4 positions subject to reapplication.
- 5 30.2 There shall be no more than (1) shared contracts per school site, when the number of teachers at
6 the site is between 1-30. At sites that have 30+ teachers, the number of shared contracts will be
7 limited to two (2). Shared-contract positions will not be available for two (2) consecutive grade
8 levels on the same track at the same site.
- 9 30.3 There will be five (5) shared-contract positions available for non-classroom support personnel.
10 The unit members sharing the contract must have the same job description. Unit members must
11 agree to share the contract for two (2) years or until an opening in that job description occurs.
- 12 30.4 Should more applicants for the thirty (30) shared-contract positions at either the elementary or
13 secondary level be eligible or the five (5) shared contract positions for non-classroom support
14 personnel be eligible , the teams at each level will be selected by lottery.
- 15 30.5 The District will announce the availability of the shared contract positions on an annual basis.
16 Teachers interested in a shared-contract must complete the application/contract available from
17 the Human Resources office by the deadline announced in the flyer. The application must
18 include the team's plans for: work schedules, parent conferences, back-to-school night, open
19 house, adjunct/extra duties, in-service, issuing of grades, and the signature of the
20 principal/administrator who accepts the shared contract. If a principal/administrator declines to
21 sign the application, the applicants for the shared contract position can appeal to the Deputy
22 Superintendent, Human Resources or designee.
- 23 30.6 Participation in the program requires:
- 24 (a) That all teacher participants be tenured at the time of application.
- 25 (b) That all teacher participants (except for maternity leave) be in a regular paid teaching
26 position for one (1) year prior to application.
- 27 (c) That teachers on a performance improvement plan are not eligible.
- 28 (d) That all teacher participants share the contract on a 50/50 basis.
- 29 30.7 Unit members participating in shared-contract positions will receive:

ARTICLE 30. SHARED CONTRACTS

- 1 (a) Fifty percent (50%) of their salary
- 2 (b) Fifty percent (50%) of their sick/personal necessity leave
- 3 (c) Fifty percent (50%) of their health and welfare benefits
- 4 (d) One-half (1/2) year of credit for advancement on the salary schedule for each year on the
- 5 shared contract.

6 30.8 Should either or both partners in the shared-contract decide, at any time, to terminate this
7 agreement, the teacher participant that originally held the position will revert to the original
8 unit member that held the position. If the position is new to each teacher participant, the
9 teacher with the least District seniority shall be placed in an available, appropriate teaching
10 position at the discretion of the District. If neither unit member wants the position it will be
11 opened for regular transfer according to Article 14.

12 30.9 Should one (1) member of the team leave the position for any reason, the remaining member
13 will assume the full- time position immediately. Under no circumstances will a new partner
14 be added to an existing shared-contract.

15 30.10 At the time of acceptance into the shared-contract position the unit members will meet with a
16 designee from Human Resources to sign a contract acknowledging and agreeing to the criteria
17 set forth in this article.

18 30.11 If at the end of the two-year shared-contract, the teacher participants do not reapply or are not
19 accepted for an additional two-year participation, the unit members will be placed in available
20 positions at their site for which they are qualified in accordance with the procedures outlined
21 in the Collective Bargaining Agreement.

22 30.12 Should District cancel the program, the unit members will be placed in available positions at
23 their site for which they are qualified in accordance with the procedures outlined in the
24 Collective Bargaining Agreement.

SCHOOL SITE EXTRA DUTY FUND

Upon restoration, as defined in Article 16.21, each school site shall receive \$6.51 per student enrollment. At elementary schools, the monies from this fund shall be used to eliminate playground duties, including recess duties, before and after school duties, bus duties, parking duties and all other duties not directly related to their classroom responsibilities. At intermediate and high schools, the funds may be used for direct student service extra duty assignments which are currently not on the Extra Curricular Pay Schedule. As determined by a school committee composed of unit members democratically elected by secret ballot and the school site principal. The size of the committee at each school shall be determined by that school site. At the end of each meeting an accounting of all disbursements, the amount paid and to whom paid, shall be published. The members of this committee shall not be entitled to compensation for this duty. The decisions of the school committee are not subject to the grievance process, but may be appealed to the Deputy Superintendent of Human Resources. The School Site Extra Duty Fund shall be increased at the same percentage as yearly certificated unit member salary increases.

Side Letter between the Corona-Norco Unified School District (CNUSD)

and the

Corona Norco Teachers Association (CNTA)

The following constitutes the mutual agreement between the CNTA and CNUSD regarding Appendix A of the CBA:

1. Elementary school unit members shall not do duty before, during, or after school.
 - a. Duty is defined as the general supervision of students other than those to which the unit member is assigned as teacher of record (as in first grade class, kindergarten class, sixth grade class, etc.) or who are part of their caseload (as in LAS, Special Education, library or lab, band, etc.).
 - b. Duty assignments do not include the supervision of a unit member's own case load or class list on outings, special projects, or personal dismissals.
 - c. It is a unit member's responsibility to see their class to an appropriate dismissal area.
2. Stipends will be \$100 per month regardless of the number of days per month for each daily before school or after school duty.
 - a. Administration will be responsible for noon/playground (n/p) duty assignments.
 - b. The school safety committee will be responsible for scheduling all stipend producing duty assignments after the first month of school in the 2013-14 school year.
 - c. Stipend qualifying duties will be distributed on a rotating basis as equally as practical.
 - d. Disputes will be resolved by designees from Human Resources and CNTA.
3. On inclement weather days, teacher will supervise their own students during normally scheduled recess times.
 - a. An inclement weather day schedule will be developed for each site that designates how n/p supervisors will be utilized.

- 1 b. The inclement weather day schedule will provide for personal breaks for each unit
2 member.
- 3 4. Administratively called emergencies may require Unit members to supervise their own
4 students during normally scheduled recess times.
- 5 a. Absence of n/p supervisors does not constitute an emergency.
- 6 b. Emergencies may be called when there is a clear or perceived threat to students, staff,
7 or visitors to the school campus.
- 8 i. Examples of possible emergencies: Earthquakes, unsupervised dogs or
9 animals, potentially threatening individuals or groups on or near campus, and
10 hazardous conditions.
- 11 5. Stipends will be offered first to teaching staff, then to existing site classified staff as extra
12 duty, and then to n/p supervisors.
- 13 6. In the event a before or after school duty cannot be staffed through the directives of Appendix
14 A, a lottery will be held by the Safety Committee to randomly assign a teacher from the staff
15 to the unfilled duty position. This lottery will be held approximately four to six weeks in
16 advance of the duty needing to be assigned. Any teacher who has not already signed up for
17 duty will be entered into the lottery. In the event that all teachers at the site have already
18 signed up for a duty, then all teachers will be entered into the lottery. If more than 1 position
19 is unfilled additional lotteries will be held, until all duties are covered. Each duty filled in this
20 manner will still receive a stipend.

CORONA-NORCO UNIFIED SCHOOL DISTRICT
RETIREMENT BONUS

Unit Members are eligible to participate in the Retirement Bonus Program under the following circumstances:

- 1) Must be on the salary schedule at one of the following locations: Class B, Step 9; Class B, Step 10; Class C, Step 10; Class D, Step 10; Class D, Step 11; Class D, Step 16; Class D, Step 20; Class D, Step 25 or Class D, Step 30.
- 2) Must have a minimum of ten consecutive years of service as a certificated employee in the Corona-Norco Unified School District.
- 3) Must be at least 52 years of age and no more than 59 years of age.
- 4) Must be eligible for service retirement under STRS rules on the effective date of retirement.
- 5) On or before January 15 of the final school year of employment with the District, the unit member must submit an irrevocable letter of resignation from all employment with the District effective no later than June 30 of that year or July 1 of the following school year. No unit member may participate in the “Retirement Bonus” program beyond the school year in which the member reaches age 60.
- 6) The District shall make a one-time bonus payment to the employee once the irrevocable letter of resignation is accepted by the Board of Education. Such payment may, at the election of the employee, be paid in March or June of the final year of employment or in July following the date of retirement. It is understood that the present STRS regulations will apply.
- 7) Any unit member who participates in and meets the requirements of the “Retirement Bonus” program shall be paid \$12,500 by the District.
- 8) Should any unit member return to employment with the District following receipt of the “Retirement Bonus” that unit member will be required to return to the District the full amount of any such bonus. Any such returning employee will not be eligible to receive the “Retirement Bonus” a second time.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CORONA-NORCO UNIFIED SCHOOL DISTRICT
AND
CORONA-NORCO TEACHERS ASSOCIATION

Adult Transition Program

June 30, 2016

This is a memorandum of understanding between the Corona-Norco Teachers Association and the Corona-Norco Unified School District regarding the Adult Transition Program. For the 2016-17 school year, the program will continue in its current form. Teachers' prep time will be paid at a rate of 1/7 each semester to reflect the student contact hours that are worked.

In the 2017-18 school year, the Adult program will be restructured to incorporate one hour of independent work experience for students each day. This affords teachers in the Adult Transition Program a preparation period in accordance with the Collective Bargaining Agreement. The teachers and district management will collaborate in designing this restructured program. The district will be responsible for communicating to parents about this restructured day for students. All student IEPs will be updated accordingly.

Each year the District will re-evaluate the number of students in the program and the cost to the district to maintain the program.

The MOU will sunset at the end of the school year June, 30 2021.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CORONA-NORCO UNIFIED SCHOOL DISTRICT
AND
CORONA-NORCO TEACHERS ASSOCIATION
Year Round School Task Force

The parties agree that a joint District-Association Year Round School Task Force will meet no less than four (4) times annually for the life of the contract. The purpose of the task force is:

- (a) to identify concerns specific to Unit Members assigned to Year Round Schools,
- (b) to discuss District identified areas of concerns,
- (c) to make recommendations to both parties of possible solutions to identified problems and concerns,
- (d) and to provide progress updates quarterly to the E-Board and Cabinet.

The Task Force will be composed of equal numbers of District and Association appointees, allowing for guests and visitors to provide information/share concerns. The goal of the Task Force will be to find long-term approaches to common concerns. Both parties are committed to maintaining an excellent Educational program for the students of the CNUSD.

This MOU shall be in effect through June 30, 2019.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CORONA-NORCO UNIFIED SCHOOL DISTRICT
AND
CORONA-NORCO TEACHERS ASSOCIATION
Academy Task Force

The parties agree that a joint District-Association Academy School Task Force will meet no less than four (4) times annually for the life of the contract. The purpose of the task force is:

- (a) to identify concerns specific to Unit Members assigned to Academy Schools,
- (b) to discuss District identified areas of concerns,
- (c) to make recommendations to both parties of possible solutions to identified problems and concerns,
- (d) and to provide progress updates quarterly to the E-Board and Cabinet.

The Task Force will be composed of equal numbers of District and Association appointees, allowing for guests and visitors to provide information/share concerns. The goal of the Task Force will be to find long-term approaches to common concerns. Both parties are committed to maintaining an excellent educational program for the students of the CNUSD.

This MOU shall be in effect through June 30, 2019.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CORONA-NORCO UNIFIED SCHOOL DISTRICT
AND
CORONA-NORCO TEACHERS ASSOCIATION
Extra-Curricular Pay Schedule Committee

The parties agree that a joint District-Association Extra Curricular Pay Schedule Committee will meet no less than four (4) times annually for the life of the contract. The purpose of the committee is to create a list of duties and responsibilities for each position listed on the Extra Curricular Pay Schedule page, and to provide progress updates quarterly to the E-Board and Cabinet.

The Committee will be composed of equal numbers of District and Association appointees, as specified in the Miscellaneous Extra Duty Assignment Salary Schedule page.

This MOU shall be in effect through June 30, 2019.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CORONA-NORCO UNIFIED SCHOOL DISTRICT
AND
CORONA-NORCO TEACHERS ASSOCIATION
CNUSD/CNTA Contract Review Meeting

The parties agree that an Annual "Contract Review Meeting" will be collaboratively planned and executed jointly by CNUSD and CNTA Negotiation Team. The "Contract Review Meeting" will be held at the beginning of the school year and will include CNUSD Site Principals and CNTA Site Reps with the purpose of ensuring unified training and understanding with regard to contract changes, clarification of intent of contract language, collaborative site based problem solving and new policies/procedures. The Agenda shall include: an informational presentation, breakout sessions by grade-level and a question/answer session with all sessions collaboratively planned and executed jointly. All unit members will be compensated for their time.

This MOU shall be in effect through June 30, 2019.

THE MEMORANDUM OF UNDERSTANDING (MOU)
between the
Corona-Norco Unified School District (CNUSD)
and the
Corona-Norco Teachers Association (CNTA)

The Corona-Norco Unified School District and the Corona-Norco Teachers Association agree to reimburse upon request, bargaining unit members who have completed National Board Certification; proof of completion must accompany the request. The amount shall not exceed \$2,000 and this is a one-time payment.

This MOU shall be in effect through June 30, 2021.

CORONA-NORCO UNIFIED SCHOOL DISTRICT
2018-2019 CERTIFICATED BASIC WORK YEAR SALARY SCHEDULE

185 Work Days

Year	CLASS A		CLASS B		CLASS C		CLASS D	
1	63,095	341.05	63,097	341.06	65,049	351.62	68,601	370.82
2	63,524	343.37	65,203	352.45	68,190	368.59	71,907	388.69
3	64,014	346.02	67,481	364.76	71,340	385.62	75,210	406.54
4	66,005	356.78	70,486	381.01	74,501	402.71	78,510	424.38
5	68,705	371.38	73,482	397.20	77,648	419.72	81,819	442.26
6	71,526	386.63	76,474	413.37	81,386	439.92	85,699	463.24
7	74,343	401.85	79,473	429.58	84,537	456.96	88,995	481.05
8	77,162	417.09	82,468	445.77	87,687	473.98	92,306	498.95
9			85,465	461.97	90,831	490.98	95,610	516.81
10					95,852	518.12	98,918	534.69
11							104,246	563.49
16							106,317	574.69
20							107,945	583.49
25							114,524	619.05
30							117,959	637.62

CLASS A Bachelor's Degree plus up to 45 semester units.

CLASS B Bachelor's Degree plus 45 semester units after the date of Bachelors; or Master's Degree

CLASS C Bachelor's Degree plus 60 semester units after the date of Bachelor's with Master's Degree; or Master's Degree plus 15 semester units after the date of Master's; or Master's Equivalency

CLASS D Master's Degree plus 75 semester units after the date of Bachelor's with Master's Degree; or Master's Degree plus 30 semester units after the date of Master's or Master's Equivalency**

*Advancement may be made from Class B to Class C without a Master's Degree in accordance with the following criteria: (Teaching experience is that credited on CNUSD salary schedule.)

- 1) Must be on Class B-9
- 2) Must have any combination listed below:
 - a. 15 years teaching experience and 75 semester units beyond Bachelor's Degree
 - b. 16 years teaching experience and 72 semester units beyond Bachelor's Degree
 - c. 17 years teaching experience and 69 semester units beyond Bachelor's Degree
 - d. 18 years teaching experience and 66 semester units beyond Bachelor's Degree
 - e. 19 years teaching experience and 63 semester units beyond Bachelor's Degree
 - f. 20 years teaching experience and 60 semester units beyond Bachelor's Degree

**Advancement may be made from Class C to Class D without a Master's Degree in accordance with the following criteria: (Teaching experience is that credited on CNUSD salary schedule.)

- 1) Must be on Class C-10 with a minimum of 20 years teaching experience
- 2) Must have at least 75 semester units beyond Bachelor's Degree

BOARD APPROVED 6/19/18

CORONA-NORCO UNIFIED SCHOOL DISTRICT

2018-2019 SUPPLEMENTAL DAILY PAY RATE SCHEDULE

<u>SUPPORT PERSONNEL CLASSIFICATION</u>	<u>DAILY SUPPLEMENT</u>	<u>WORK DAYS</u>
Program Specialist	\$35.50	212
Psychologist	\$35.50	201
High School Director of Student Activities	\$24.43	201
Child Welfare and Attendance Counselor	\$17.70	196
Counselor	\$17.70	196
Language, Speech Pathologist	\$17.70	196
Orientation and Mobility Specialist	\$17.70	196
Student Advisor	\$17.70	196
Teacher of Adaptive Physical Education	\$17.70	196
Teacher of Aurally Handicapped	\$17.70	196
Teacher of Visually Handicapped	\$17.70	196
Librarian	\$17.70	191
Nurse	\$17.70	191

BOARD APPROVED 6/19/18

CORONA-NORCO UNIFIED SCHOOL DISTRICT
2018-2019 LEAD PAY SCHEDULE

PERIODS TAUGHT BY DEPARTMENT MEMBERS		SALARY
INTERMEDIATE TEAM LEADERS/DEPT. HEADS*	HIGH SCHOOL DEPT. HEADS	
1 - 6	1 - 5	\$250.00
7 - 11	6 - 9	\$494.00
12 - 17	10 - 14	\$863.00
18 - 23	15 - 19	\$1,235.00
24 - 30	20 - 29	\$1,604.00
31 or more	30 - 39	\$1,962.00
	40 - 55	\$2,324.00
	56 - 70	\$2,672.00
	71 - 100	\$3,018.00
	101 or more	\$3,363.00

*Maximum of 11 total positions per school:
 - 1 additional position for sixth grade team;
 - 4 additional positions for year-round schools

INTERMEDIATE DEPARTMENTS:

Language Arts, Math, Science, Social Studies, Special Education, Physical Education, Electives

HIGH SCHOOL HEAD COUNSELORS \$1,235.00

HIGH SCHOOL TEAM LEADERS \$552.00
 Maximum 20 per comprehensive high school, 10 for all others.

ELEMENTARY TEAM LEADERS \$463.00
 Maximum 8 per school. Includes 1 Special Education

Student Study Team Facilitator(s) \$1.00 per student, per elementary site

1. Principals shall encourage teams to schedule team meetings at the mutual convenience of all team members. The planning time available before or after the start of the school day shall be used whenever possible.

2. Team member input shall be solicited and considered by the principal prior to the selection of the team leader.

BOARD APPROVED 6/19/18

CORONA-NORCO UNIFIED SCHOOL DISTRICT

2018-2019 EXTRA CURRICULAR PAY SCHEDULE

HIGH SCHOOL ATHLETICS	SALARY	HIGH SCHOOL ACTIVITIES	SALARY
FOOTBALL		BAND	\$4,263
Head Varsity	\$5,036	BAND- Second position	\$2,557
Assistant/Others	\$3,530	CHORUS	\$4,263
BASEBALL		CHORUS-Second position	\$1,423
Head Varsity	\$3,792	YEARBOOK	\$4,263
Assistant/Others	\$2,846	DRAMA	\$2,846
BASKETBALL		FLAG/DRILL TEAM	\$2,846
Head Varsity (Boys/Girls)	\$3,792	JOURNALISM	\$2,846
Assistant/Others	\$2,846	TV PRODUCTION	\$2,846
CROSS COUNTRY		**ACADEMIC DECATHLON OR	
Head Varsity	\$3,792	ODYSSEY OF THE MIND	\$1,423
Assistant/Others	\$2,846	**MOCK TRIAL	\$1,423
GOLF (Boys/Girls)	\$2,846	**LANGUAGE ARTS (SPEECH/REFLECTIONS	
LACROSSE (Boys/Girls)		COORDINATOR	\$1,423
Head Varsity	\$3,792	**HISTORY DAY COORDINATOR	\$1,423
Assistant/Others	\$2,846	**SCIENCE FAIR COORDINATOR	\$1,423
PEP SQUAD		**TWO ADDITIONAL ADVISORS	\$1,423
Head Varsity	\$3,792	**TWO ADDITIONAL ADVISORS	\$461
Assistant/Others	\$2,846	DIVERSITY CAMP LEADER (Per Camp)	\$491
SOCCER			
Head Varsity (Boys/Girls)	\$3,792	INTERMEDIATE/MIDDLE SCHOOL ACTIVITIES	
Assistant/Others	\$2,846	BAND	\$2,846
SOFTBALL		INTERMEDIATE LEAGUE SPORTS (8 per school)	\$461
Head Varsity	\$3,792	YEARBOOK	\$2,846
Assistant/Others	\$2,846	CHORUS	\$1,895
SWIMMING		DRAMA	\$1,895
Head Varsity	\$3,792	LEADERSHIP	\$1,895
Assistant/Others	\$2,846	**HISTORY DAY COORDINATOR	\$1,423
TENNIS		**MATH FIELD DAY COORDINATOR	\$1,423
Head Varsity (Boys/Girls)	\$3,792	**SCIENCE FAIR COORDINATOR	\$1,423
Assistant/Others	\$2,846	**LANGUAGE ARTS (SPEECH/REFLECTIONS)	
TRACK AND FIELD		COORDINATOR	\$1,423
Head Varsity	\$3,792	**SPELLING BEE COORDINATOR	\$471
Assistant/Others	\$2,846	**TWO ADDITIONAL ADVISORS/COACH (each)	\$461
VOLLEYBALL			
Head Varsity (Boys/Girls)	\$3,792	ELEMENTARY SCHOOL ACTIVITIES	
Assistant/Others	\$2,846	**SCIENCE FAIR COORDINATOR	\$1,423
WATERPOLO		GATE COORDINATOR	\$1,423
Head Varsity (Boys/Girls)	\$3,792	**HISTORY DAY COORDINATOR	\$978
Assistant/Others	\$2,846	**MATH FIELD DAY COORDINATOR	\$978
WRESTLING		**TRACK MEET COORDINATOR	\$905
Head Varsity	\$3,792	**SPELLING BEE COORDINATOR	\$471
Assistant/Others	\$2,846	**TWO ADDITIONAL ADVISORS/COACH (each)	\$461
		**10% of compensation for each advancement to	
		County, State or National competition	
HIGH SCHOOL C.I.F. PLAY-OFFS		EXPERIENCE INCREMENTS	
Team competition-10% of individual sport		3 - 5 years.....	\$276 additional
compensation per week.		6 - 8 years.....	\$558 additional
		9 years or more.....	\$839 additional
Individual competitions -10% of individual			
sport compensation per week/principal to			
designate number or coaches.			

CORONA-NORCO UNIFIED SCHOOL DISTRICT
CORONA-NORCO UNIFIED SCHOOL DISTRICT
2018-2019 ADULT EDUCATION AND HOME TEACHER

HOURLY RATE SCHEDULE

<u>STEP</u>	<u>SALARY</u>
1	\$44.22
2	\$45.72
3	\$47.25
4	\$48.83

REQUIREMENTS FOR STEP ADVANCEMENT:

- STEP 1 Teachers in their first four semesters of Adult Education or Home Teaching
- STEP 2 Teachers in their fifth through eighth semesters of Adult Education or Home Teaching
- STEP 3 Teachers in their ninth through twelfth semesters of Adult Education or Home Teaching
- STEP 4 Teachers who have more than twelve semesters of Education or Home Teaching

HOURLY SUBSTITUTE TEACHERS

The rate of pay for Adult Education and Home Teaching hourly substitute services shall be \$22.50 per hour.

BOARD APPROVED 6/19/18

**CORONA-NORCO UNIFIED SCHOOL DISTRICT
2018-2019 MISCELLANEOUS EXTRA DUTY ASSIGNMENT
SALARY SCHEDULE**

- Curriculum Preparation and Inservice Planning - \$44.22/hour

- Bargaining unit members who voluntarily attend District sponsored Inservice Training, while off track, or while in non-paid status, will be paid the same as that being paid for bargaining unit members substitute teaching during off track time.

- CNUSD Bargaining unit members who provide instruction for CLAD and BCLAD training will be paid at the same rate as the rate currently paid by the County of Riverside for the same training.

- Bargaining unit members participating in specialized committees (i.e. Special Education Task Force, Electronic Gradebook, Extra Curricular Pay Schedule Committee, Academy Committee, Year Round School Committee, etc.) which have been mutually agreed upon by Association and District will receive curriculum hourly rate while in a non-paid status/beyond contract hours.

BOARD APPROVED 6/19/18

**CORONA-NORCO UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

John Zickefoose, President

Mary Ybarra, Vice-President

Jose W. Lalas, Ph.D., Clerk

Bill Pollock, Member

Bill Newberry, Member

**CORONA-NORCOTEACHERS ASSOCIATION
(CNTA)**

Officers

Julie Cooley, President

Kristi Johnson, Vice-President

Susan Jessup, Secretary

Kristin Courter, Treasurer

CNTA Negotiations Team

Kristi Johnson, Vice-President/ Negotiations Chair

Jerry Goar, Intermediate Director

Angela Thomas, Special Education/Support Services
Director

Tonya Spencer, Elementary Rep/ K-3 Director

Kristin Courter, High School Rep

Elisa Gusdal, Co-Facilitator, CNTA Executive Director

**CORONA-NORCO UNIFIED SCHOOL DISTRICT
(CNUSD)**

Administration

Superintendent

Michael H. Lin, Ed. D.

Assistant Superintendent Business Services

Alan Giles

Associate Superintendent Educational Services

Lisa Simon, Ed.D.

Assistant Superintendent Human Resources

Glen A. Gonsalves

Deputy Superintendent Instructional Support

Samuel Buenrostro, Ed.D.

Assistant Superintendent Information Technology

Ben Odipo

CNUSD Negotiations Team

Glen Gonsalves, Negotiations Chair, Assistant
Superintendent Human Resources

Ben Roberts, Administrative Director Human Resources

Alan Giles, Assistant Superintendent Business Services

Dalia GadelMawla, Administrative Director Business
Services

Rob Ibbetson, High School Principal

Teri Dudley, Intermediate School Principal

Tricia Thompson, Administrative Director of Special
Education

Judy Now, Co-Facilitator, Chief of Staff