

EMETA-EMCSD AGREEMENT – COMMONLY REQUESTED INFORMATION

⚠ USE AS REFERENCE ONLY. VISIT [EMETA4U.ORG](https://emeta4u.org) TO ACCESS COMPLETE CBA ⚠

ARTICLE IX pg. 12	HOURS OF EMPLOYMENT/DUTIES/JOB SHARING & PART-TIME <u>Arrival time:</u> Teachers shall report for regularly assigned duties thirty (30) minutes before instructional duty. <u>Time of departure:</u> After the conclusion of the work day shall be left to the discretion of the individual teacher, who shall ascertain that all professional responsibilities and assigned duties have been discharged. Teachers may leave after the conclusion of the instructional day: ○ Day before Thanksgiving break, winter break, spring break, so long as it is not the 1st or 3rd Thursday of the month. ○ On (3) consolidated days identified for the purpose of grade input. Pre-service day only → 12:00 p.m. Dismissal Last day of school → Teacher will not be required to stay after 1:00pm <u>District-led PLC Thursday:</u> 1st and 3rd Thursday of the month <u>Teacher-led PLC Thursday:</u> 2nd, 4th, and 5th Thursday of the month. <u>Lunch period:</u> Minimum of 45 minutes for K-6, duty-free-uninterrupted Minimum of 43 minutes for 7-8, duty-free-uninterrupted <i>Inclement Weather: minimum of 30 min</i> <u>Relief period:</u> No less than 20 minutes. <i>Inclement Weather: minimum of 10 min</i> <u>Evening events:</u> Up to three evening work-related activities (Back-to-School Night, Open House, +1) Two (2) Parent Conference Nights. Any bargaining unit member, apart from teachers, who is asked by their administrator or direct supervisor and agrees to be present for evening parent conferences shall be compensated at the agreed upon extra duty hourly rate (ex. counselors, nurses, speech and language pathologists, psychologists, teachers on special assignment). TOSAs¹, School Psychs, SLPs, Counselors work an 8-hour day, inclusive of 45 minute lunch
ARTICLE X pg. 29	ASSIGNMENT, VACANCY, REASSIGNMENT, TRANSFER REASSIGNMENT: <u>Initiated by Bargaining Unit Member:</u> Request for relocation shall be directed to the immediate administrator who shall notify of disposition of the request for relocation not less than three (3) working days prior to the effective date of such relocation. Unit member reassigned to a new grade level may request one (1) day of substitute coverage for planning/preparation.

¹ After the conclusion of the instructional day if starting and ending the day at a school site (after ascertaining that all professional responsibilities and assigned duties have been discharged).

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ARTICLE X, cont. pg. 29

ASSIGNMENT, VACANCY, REASSIGNMENT, TRANSFER, continued

Initiated by Superintendent of Designee: Meeting shall be held with unit member to discuss potential reassignment. Reassignment shall neither be arbitrary nor capricious. Written rationale shall be provided prior to the close of the school year. Unit member shall not be reassigned during the school year unless the administrator has discussed the reason(s) for the impending reassignment w/ written notification at least five (5) working days prior to the effective date of reassignment. Best efforts will be made to avoid reassignment of member for two consecutive years. Unit member reassigned to a new grade level may request one (1) day of substitute coverage for planning/preparation.

Re: Combo Classes: Administrator shall first seek volunteer. When no volunteer, administrator shall consider following factors: relevant grade experience, knowledge of curriculum, ability to work collaboratively, and proven effective classroom management strategies. To extent possible, assignment of combo class shall be on rating basis. Best efforts will be made to avoid assigning combo class for two consecutive years. Assignment shall neither be arbitrary nor capricious.

TRANSFER

Initiated by Bargaining Unit Member:

Initiated by Superintendent of Designee:

DISPLACEMENT DUE TO DECLINING ENROLLMENT OR PROGRAM CHANGES:

The following criteria will be used to determine who shall be transferred:

- The person with the least District seniority at the site shall be the person transferred except when there is a justifiable not capricious reason to the contrary.
- A volunteer may be sought from the staff at the site to effect the transfer
- “District seniority” shall be defined by series of seniority categories established by the cumulative time served, in the ranked category, in the district, irrespective of site, under a descending order of credential status categories, as follows:
 - Permanent Clear Credential
 - Probationary Preliminary or Clear Credential
 - Intern Credential
 - Pre-Intern Credential
 - Emergency or Provisional Internship Permit (Least)
 - Beginning date of service under authorizing credential category determined by initial issuance date on original document.

Displaced teacher shall receive preferential treatment for job placement prior to the posting of vacancies.

The following progressive round process will be used to place displaced bargaining unit members:

- A list of openings will be provided to each displaced bargaining unit member.
- Displaced bargaining unit members will select their first and second choice for all available openings and report their choices to the Assistant Superintendent of

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ARTICLE X, cont. pg. 29	ASSIGNMENT, VACANCY, REASSIGNMENT, TRANSFER, continued Personnel & Administrative Services by the date and time specified. Any displaced bargaining unit member not meeting the deadline will be deferred to the next round. • If only one displaced bargaining unit member selects an opening the displaced bargaining unit shall be placed in that opening. • If two or more displaced bargaining unit members apply for the same opening, they shall be interviewed by the site administrator. All displaced bargaining unit members shall be interviewed. If all are certified and qualified to serve, the bargaining unit members with the most District seniority shall be chosen. If after the interview a placement is denied, the bargaining unit member shall be given, upon request, a written rational for denial. • If a second, or more, rounds are needed the same criteria and process above shall be used. RELOCATION <u>Initiated by Bargaining Unit Member:</u> Request for relocation shall be directed to the immediate administrator who shall notify of disposition of the request for relocation not less than three (3) working days prior to the effective date of such relocation. <u>Initiated by Superintendent of Designee:</u> Shall be discussed with the bargaining unit member and the appropriate personnel office administrator or site administrator. Relocation shall be neither arbitrary nor capricious. No bargaining unit member shall be subject to relocation during the school year unless the administrator initiating the request has discussed the reason(s) for the impending relocation with the bargaining unit member. Bargaining unit members shall be provided written notification at least five (5) working days prior to the effective date of relocation. Included in these five days shall be two (2) days of released time to effect the move during the school year or, by mutual agreement, the bargaining unit member may instead be compensated at the daily substitute rate for two (2) days by completing the move outside regular work hours, or a combination of compensation and release time (e.g. one day of release time and one day of compensation at the daily substitute rate). ii. If there is no agreement under subdivision (i) above, then the unit member shall be entitled to two (2) days of release time and, if a substitute is not available, the unit member shall be entitled to compensation at the substitute rate for two (2) days. Unit members completing moves over the summer months (outside the regular school year calendar) shall be compensated at the substitute rate for two (2) work days. Additional days may be requested by mutual consent.
ARTICLE XII pg. 37	CERTIFICATED EMPLOYEE EVALUATIONS Evaluations shall be based solely upon the California Standards for the Teaching Profession and adherence to guidelines established by the Board of Education for goals, objectives and performance of students as prescribed in Ed. Code 44662. <u>Permanent Employees:</u> Biannually. If 10+ years service → 5 year cycle Members shall be notified of the identity of their evaluator no later than 30 calendar days from the beginning of the school year. There will be (2) formal observations: one by mutual agreement and one unannounced. Observations shall be followed with a reasonably prompt

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ARTICLE XII pg. 37, cont.	CERTIFICATED EMPLOYEE EVALUATIONS, continued conference. Final summative evaluation and conference between the unit member and the evaluator shall be held no later than thirty (30) calendar days prior to the end of the school year to discuss the contents of the summative evaluation form. <u>Probationary Employees:</u> Two formal evaluations and conferences shall be provided each school year; a formative evaluation prior to December 15th and a summative evaluation prior to March 15th. <u>Temporary Employees:</u> No less than (2) formal observations: one by mutual agreement and one unannounced, both formative and summative. Unit members completing moves over the summer months (outside the regular school year calendar) shall be compensated at the substitute rate for two (2) work days. Additional days may be requested by mutual consent
ARTICLE XIII pg. 48	SAFETY CONDITIONS OF EMPLOYMENT Notify immediate supervisor of any unsafe working conditions or equipment and facilities in need of repair, utilizing Workplace Safety Concern Report Form, found in Appendix A. The immediate supervisor shall respond, in writing, to the initiating bargaining unit member within five (5) working days as to the proposed course of action. Report to immediate administrator any physical or verbal abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel which occurs at any time or place in any way related to school activity. Immediate supervisor shall respond, in writing, to the initiating bargain unit member within five (5) working days as to the proposed course of action. The immediate administrator shall report to the appropriate law enforcement authorities any known incident in which a school employee is attacked, assaulted, or threatened by any pupil or other person. Unit members shall complete reports as required by the District relating to such incidents. In the event that a teacher experiences a significant incident involving an aggressive student, including but not limited to physical aggression, threats, or extreme disruptive behavior, the teacher shall be provided release time, as appropriate, to collaborate with administration and/or appropriate personnel for the purpose of establishing future supports for the student. An incident qualifies as significant if the behavior falls outside the student's documented needs or is not developmentally typical. Within five (5) working days of the incident, the teacher will be notified of the scheduled release time.
ARTICLE XV Pg. 51	SPECIAL EDUCATION Each school site shall establish a Student Study Team (SST) to assist general education teachers in Identifying and exploring strategies for students who may have exceptional needs, following the Multi-Tiered System of Supports (MTSS) framework. Special Education teachers who have regularly assigned Instructional Support Specialists (ISS) will not be deprived of the services of such ISS through reassignment, during class Instructional time, except in emergencies.

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ARTICLE XV, cont. Pg. 51	SPECIAL EDUCATION, continued If a special education teacher provides support to a student during their morning relief period, lunch and/or prep/planning time: • They will be entitled to compensation for the time worked at the currently negotiated hourly rate. • Prior administrative approval is required, unless the situation is an emergency. • Compensation for missed lunch shall not exceed 15 minutes and a 30 minute lunch period must be provided before the end of the school day. Student Placement/Transfer of an Individual With Exceptional Needs (IWEN): • When an intra-district transfer of an IWEN occurs, the District shall provide the receiving teacher with a copy of the student's Special Education IEP and/or other pertinent information prior to the student's assignment to his/her classroom. • When an inter-district transfer of an IWEN occurs, the student shall be placed in a classroom that best fits his/her individualized learning plan without delay (Ed.Code 56325). The District shall provide substitute teachers for absent Special Education teachers. A Special Education teacher shall not be required to cancel his/her program to Substitute in a regular day class or to perform administrative duties. In the event Special Education staff is required to work at more than one (1) site, the district shall reduce the caseload of the affected unit member to reflect the additional travel responsibilities. Furthermore, unit members shall be compensated for travel time and travel expense incurred in the course of their duties. Members of the bargaining unit at each school site shall meet with the site administrator(s) to determine a fair and equitable method of scheduling non-teaching responsibilities in which they are involved. After conferring with the unit members or otherwise considering their preferences, site administrators shall assign duties. 1. Assigned duties shall not conflict with instructional time with students. 2. Assigned duties shall not conflict with teacher preparation time.
ARTICLE XIV pg. 50	CLASS SIZE Class-size maximums: ○ 24 per class or allowable maximum by State Law or Educational Code, whichever is less, in grades TK; ○ 33 per class in grades Ktg.; ○ 32 per class in grades 1-3; ○ 30 per class in grades 4-8. ○ 40 per teacher in physical education classes in grades 7-8 and in grade 6 in a middle school program. ○ Combination classes will be kept at or below the above maximums. ○ Every effort will be made not to exceed 12 students in TK-1 SDC classes & 14 students in 2-8 SDC classes.
ARTICLE XV pg. 52	LEAVES <u>Requesting Absence:</u> Notify the District using the electronic absence reporting system prior to 6:15 A.M. on the day of intended absence. <u>Sick Leave:</u> 1 day per month, unused days carry over.

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**ARTICLE XV,
cont.
pg. 52**

LEAVES, continued

Personal Emergency: Personal emergencies which may arise regarding the safety of their person, property, or family.

Personal Necessity: Due to the death, illness, accident of an immediate family member or property of an employee's immediate family. Court appearance in any court or before an administrative tribunal as a litigant, party, witness under subpoena, or any court order. For the purpose of attending to personal matters that cannot be handled outside of working hours. Leave cannot be used for personal convenience such as personal (non-District Related) business, vacation or recreation.

Personal Leave: allowed 4 days per school year. Submit a notification in writing of the dates for Personal Leave on a District Absence Report form to the immediate administrator not less than 2 work days prior to the beginning of the leave, except where extenuating circumstances make such notice impossible. No reason needs to be given or approval required.

Jury Duty: Up to 10 days paid leave for regularly called jury service, within any twelve (12) month period.