

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**SIERRA SANDS UNIFIED  
SCHOOL DISTRICT**

**AND**

**DESERT AREA TEACHERS  
ASSOCIATION/CTA/NEA**

July 1, 2013 – June 30, 2016

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ARTICLE I  
AGREEMENT

A. This Agreement is made by and between the SIERRA SANDS UNIFIED SCHOOL DISTRICT whose address is 113 Felspar, Ridgecrest, California, 93555, hereinafter referred to as the "District," and the DESERT AREA TEACHERS ASSOCIATION (an affiliate of the CALIFORNIA TEACHERS ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION) whose address is 120 South Gemstone Street, Ridgecrest, California, 93555, hereinafter referred to as the "Association."

B. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Sierra Sands Unified School District ("Board" or "Employer") and the Desert Area Teachers Association ("Association" or "Exclusive Representative"), an employee organization.

C. The District and bargaining unit agree to remain open and flexible to discuss new educational legislative provisions.

D. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the California Government Code ("Act").

ARTICLE II  
RECOGNITION

A. Pursuant to the Recognition Agreement dated May 20, 1976, the District recognizes the Association as the Exclusive Representative of certificated employees, excluding the following:

1. Management
2. Supervisor
3. Confidential
4. Psychologists
5. Counselors
6. Substitute teachers

## ARTICLE III

### SALARY

A. Units after July 1, 1984, shall be credited as they are earned, subject to the conditions specified below:

1. Effective, June 30, 2014, the Certificated Salary Schedule is increased retroactively to July 1, 2013, by 1%. Effective, July 1, 2014, the Certificated Salary Schedule is increased retroactively to July 1, 2013, by an additional 0.5%. Effective, July 1, 2014, the Certificated Salary Schedule is increased by 4%. The Certificated Salary Schedule is attached as Appendix A. If the District receives more than a nine percent (9.0%) increase in new, ongoing monies for 2014-2015, the parties agree to return to bargain no later than January 2015 to negotiate an additional increase to salary for the 2014-2015 school year. The duty to bargain will be triggered by the following: 2014-2015 Estimated LCFF Funding (per the Department of Finance Gap Percentages in the FCMAT LCFF Calculator), subtracting the 2013-2014 LCFF Funding, then dividing the difference by the 2013-2014 LCFF Funding. The Regional Occupational Program (ROP) and Infant Care salary schedules will also be revised accordingly.

2. Returning teachers' work year shall be 182 days; teachers new to the District will work 183 days with the extra day being paid at the teacher's regular rate of pay.

3. An official transcript/grade report of courses completed from the college or university that the course has been satisfactorily completed will be required no later than the last working day before August 31 to be applicable for salary purposes for that school year. Failure to observe this will cause the crediting of the units to be held to the next school year. Official transcript for completion of coursework shall be submitted by June 30th of each calendar year. In the event no official transcript is received, salary placement will be rescinded

and any salary increase received as a result of that placement will be rescinded by the District.

4. Units are defined for the purposes of this Article and Appendix A as semester units.

5. Advanced training units beyond the B.A. shall be credited on initial placement.

6. When employees are employed initially in the District, their transcripts will be evaluated to determine which graduate courses completed, in addition to those required for a bachelor's degree, will be accepted for salary schedule placement purposes.

7. Vocational education teachers whose credentials are based upon a bachelor's degree and supervised practice teaching will be placed on the salary schedule in the same manner as regular teachers.

- a. Vocational education teachers whose credentials are based upon work experience at the journeyman level, with or without a bachelor's degree and without supervised practice teaching, will be placed on the first step of the salary schedule.
- b. Work experience beyond that required by vocational education teachers for their credential will be credited on the basis of one (1) year's salary schedule advancement for every two (2) years of work experience completed up to a maximum of seven (7) years credit on the initial salary schedule placement which would be step 4 on the ROP salary schedule on line AA.
- c. In order to clarify the intent of "4 years" included in Classes A through G of the ROP Salary Schedule, both parties agree that "4 years" refers to four (4) years of teaching experience at grades K-12 as now noted on the ROP salary schedule.

d. In order to more closely align the ROP Salary Schedule with the DATA Certificated Salary Schedule, salary growth in Classes A through G will now be based on a Bachelor's degree and, beginning with Class B, increments of fifteen (15) college units up to ninety (90) units beyond the Bachelor's degree.

8. Units and degrees will be accepted only from accredited colleges and universities.

9. Accredited colleges and universities are defined for purposes of this Article and Appendix A as those from which units will be accepted by the California Commission for Teacher Preparation and Licensing.

10. Only credentialed teaching experience gained in K-12 public or private schools accredited by recognized accrediting agencies will be granted.

11. A maximum of seven (7) years of previous teaching experience shall be granted for teachers entering the District for the first time.

12. After initial credit is given, year for year credit shall be given for additional experience in the District. A minimum of seventy-five percent (75%) of the teaching days of the year must be completed for one (1) year credit.

13. Satisfactory completion of each unit of approved college credit is required to advance from one salary class to another.

a. Courses to be credited for placement on the salary schedule must be approved by the Superintendent or designee prior to completion of the course and must be at least one of the following:

1) A course required for a planned program of professional improvement



in the field of Education.

- 2) Within the employee's major or minor degree which must be directly related to courses provided by the District.
  - 3) Courses related to the employee's current assignment.
  - 4) Courses related to a credential for services provided by the District.
- b. Units for credit on the salary schedule must be upper division or graduate level courses.
- 1) Lower division courses will be approved at District discretion only when they make a significant contribution to the unit member's assignment and do not duplicate courses already taken.
  - 2) Approval shall be on a case-by-case basis and no approval shall set a precedent.
- c. The Superintendent's approval shall not be unreasonably withheld.

14. A part-time certificated employee's salary shall be the amount which bears the same ratio to the amount provided a full-time employee in the same assignment as the time actually served by that part-time employee in the classroom bears to the time actually served by that full-time employee in the classroom. The computation procedure for determining part-time salaries is as follows:  $(PT \text{ Work Hours} \div FT \text{ Work Hours}) \times (PT \text{ Work Days} \div FT \text{ Work Days}) \times \text{regular salary} = PT \text{ Salary}$ .

15. Subject to the approval of the Superintendent, any employee in grades 6-12 who accepts an assignment to teach an extra hour per day beyond the normal teaching load at the school shall be paid at the employee's regular hourly rate.

16. The mileage rate for the use of a personal car for official District business shall

be at the rate set by the Internal Revenue Service.

17. Unit members shall be paid at the mileage rate specified in paragraph A. 16 if assigned to Rand School or a school site more than 20 miles from the District Office contingent upon transporting lunches for students to the school site each day.

18. Employees shall submit transcripts/grade reports on or before the last work day before August 31 of the school year from accredited colleges or universities for Master's Degrees or Doctorates which are in educational fields directly related to courses provided by the District and shall be provided non-cumulative stipends of one thousand five hundred dollars (\$1,500) and two thousand five hundred dollars (\$2,500), respectively.

- a. Unit members who are assigned to year-round schedules shall have their salary adjusted retroactively to the beginning of their initial track upon submission of additional units.

19. Unit members may use their own vehicles if they obtain advance permission from the District and an acceptably safe District vehicle is unavailable.

B. Unit members may apply for summer school, home teaching, and adult school openings listed by the District. Qualified unit member applicants shall have the right of first refusal for these positions. If two or more unit members are deemed to have equal qualifications for the same position, the most senior shall first be offered the position. Summer School staffing can occur outside a credential only after teachers have been offered employment within and according to their credentials. Unit members shall receive first consideration for these positions. The Superintendent or designee shall review summer school personnel selections prior to formal announcements of assignments. A unit member not selected for summer school employment may request in writing the reasons for not being selected. The

Superintendent shall respond to this request, in writing, within ten (10) days. Summer school selection shall not be subject to the grievance procedure.

1. Unit members hired for summer school positions will be paid a rate computed by multiplying Salary Schedule Step 1, Column 1 for teachers with no District experience, and Salary Schedule Step 2, Column 2 for teachers with District experience by  $1/1092$  (based on 182 work days x 6 hours per day) rounded to the nearest dollar.

2. The method for computing adult school pay shall be the same as that for summer school.

3. Unit members employed for home teaching positions will be paid upon their placement on the regular full-time teacher's salary schedule multiplied by  $1/1092$  (based on 182 work days x 6 hours per day).

4. Unit members selected from qualified applicants to teach in Title I summer academies, before/after school intervention/remediation program (retention/promotion), and/or required remediation for high school exit examinations shall be paid the summer school hourly rate for each hour or portion thereof.

ARTICLE IV  
DIFFERENTIATED PAY

A. The differentiated pay schedule shall be adjusted equal to the adjustment made to the salary schedule for all years 2013-2016.

B. All employees will be placed on the first step of the pay schedule and advanced to any higher step on the basis of a year's experience in the particular activity.

C. Compensation and/or release periods for varsity coaches shall be separately negotiated and may or may not be, in totality, included in the salary formula. Modifications to the differentiated pay schedule shall take effect upon date as determined by negotiations.

D. The operation of these provisions shall not have the effect of reducing any differentiated pay received by a current employee of the District.

E. Those positions receiving released time in addition to a stipend shall have the stipend reduced by one-half ( $\frac{1}{2}$ ).

F. The position of Athletic Director shall receive at least two (2) released periods in addition to the full stipend.

G. A Department Chair has responsibility for the number of classes taught within the department. Classes shall be assigned to only one (1) Department Chair for purposes of the compensation allocation. Department Chair compensation shall be based solely on the number of sections at Burroughs High School, according to the current schedule, with the exception of Library Chair, which counts the number of classified librarians for whom he or she acts as a liaison.

H. Middle School Liaisons shall be established in the following subject areas: English, Math, History/Social Science, Science, Fine Arts, Physical Education, and Special Education.

I. The District retains the right to determine the establishment of additional differentiated pay positions. Once a position is established, the parties shall negotiate actual placement on the differentiated pay schedule.

J. Differentiated pay positions shall be advertised and assigned on an annual basis. Certificated teachers shall have priority for differentiated pay positions unless they do not meet the advertised qualifications for the position(s).

## ARTICLE V

### HEALTH AND WELFARE

A. Through October 1, 2016, the District shall continue to provide employees and their eligible dependents with the health and welfare benefits described below.

1. On October 1, 2006, the District implemented the comprehensive group health and welfare package consisting of (a) medical coverage that is currently described by SISC as "PBC 90-A \$20" (\$100/\$300 deductible, \$20 office visit co-pay, and 90-10 co-insurance with a \$300 co-insurance maximum per individual) including prescription coverage (Rx G \$7-\$25/\$14-\$60), behavioral health is now a component of the Anthem Blue Cross package, (b) dental coverage - Delta Dental Plan \$1000 (annual cap of \$1000), and (c) vision coverage - VSP Vision Plan B with a \$10/\$25 co-pay.

For the 2013-14 and 2014-15 school years, the District shall pay 100 percent of the premiums for the health and welfare benefit package described above and in the Collective Bargaining Agreement.

2. The District will distribute information to bargaining unit employees concerning the benefits and provisions of its Internal Revenue Code section 125 Plan.

3. Part-time employees whose assignment is half time or greater at the work site shall receive a full contribution toward the fringe benefit package specified above.

4. A full year of service to the District shall entitle an employee to a full year's benefits.

B. An employee covered by this Agreement who retires from the District after having served in the District for thirty (30) years or attaining the age of fifty-five (55) with ten (10) years of consecutive service to the District or who is certified by STRS as totally disabled and who has

completed ten (10) or more consecutive years of service shall receive the same benefits full-time employees receive.

1. This benefit applies until the age of sixty-five (65), or until the employee becomes eligible for other benefits (i.e., Social Security, Medicare A & B, etc.), whichever is sooner.

2. The term "eligible" shall mean the age at which the person may apply for other benefits.

C. The District shall provide all retirees or other appropriately qualified individuals with the opportunity to continue health and welfare benefits as provided by COBRA or other applicable state or federal law through premiums payment to the District.

D. The District will provide the opportunity for all retirees and eligible spouses to purchase the Medicare Supplement Plan, with the retiree paying all benefit costs to the District in accordance with its regulations and as long as the carrier permits.

E. The parties agree to implement the provisions of AB 256, which permits unit members employed prior to April 1, 1986, to make "matching" contribution for Medicare coverage.

F. The District shall provide the opportunity for bargaining unit members to participate in a flexible benefit plan. Fees charged by the provider shall be paid by the participating employee.

G. The parties recognize that premiums may be increased effective October 1, 2015; if there is an increase and if the parties have not yet reached agreement by October 1, 2015 then, in that event, the District will pay one-half the actual increase and unit members will pay one-half the actual increase through deduction from their salary warrants, unless and until negotiated

otherwise. This does not preclude negotiations for retroactive increases in the District's rate of premium contribution.

H. District and Association representatives, along with representatives from other employee organizations who so choose, will form a Health Insurance Cost Containment Committee ("Committee") for the purpose of reviewing current plans, benefits, and carriers and exploring options which may reduce the costs, or rates of increase in costs, in the District's health insurance programs. The committee shall have the authority to review variations on current plans, new plans or new approaches such as a Joint Trust. The Committee shall make recommendations to the parties' negotiating teams. This agreement reflects the parties' understanding that the cost of health insurance is an ongoing part of employee compensation, that such cost should be reflected in the District's budget planning and will impact the amount of money otherwise available for salary adjustments.



## ARTICLE VI

### WORK HOURS

A. A unit member shall be on duty fifteen (15) minutes before the first bell and shall remain until fifteen (15) minutes after the last bell of his/her regularly scheduled day at the school site with the exception of afternoon kindergarten/Transitional Kindergarten (TK) classes. Teachers are expected to fulfill professional obligations such as parent conferences, faculty meetings, and adjunct duties. A parent conference requested or initiated by an administrator will be held, based on teacher availability, within 48 hours of the request. The teacher will be informed of the purpose of the meeting. Unit member participation on District committees shall be on a voluntary basis.

B. Each principal shall provide certificated employees with at least twenty-four (24) hours notice of any scheduled change from the adopted school calendar, such as shortened or minimum day, unless the principal determines that an emergency exists which requires such a change.

C. Each principal shall assign teaching and other duties within reason to certificated personnel at the school site. Duties shall be assigned on a shared and equitable basis except for those voluntarily assumed. Administrators and bargaining unit personnel at a site may institute at their discretion a grid program for equitable assignment of adjunct duties. For Saturday events, the District shall first seek certificated volunteers or other volunteers for supervision. If insufficient volunteers are identified, then unit members shall be assigned on an equitable basis. Bargaining unit members required to serve adjunct duties during the winter recess or spring recess shall be compensated at the substitute daily rate (on a per hour basis).

D. The purpose of mandatory staff meetings, including administrator-led faculty

meetings, department meetings and site-based grade level meetings, is to discuss matters necessary to the best operation of the school. Meetings must allow significant time for meaningful input by all concerned. Such meetings should not exceed a total of four (4) hours per month. If meetings are held on a weekly basis, the meetings will have a goal of not more than one (1) hour in length. Each principal shall ensure that faculty meetings held at the school do not interfere with the normal class schedule and that, whenever possible, employees will be notified of such meetings at least twenty-four (24) hours in advance.

1. The principal who calls any such meeting shall post an agenda for the meeting at least one (1) day before such meeting is held.

2. Unit members will be given the opportunity to have items placed on the agenda of faculty meetings.

3. The principal may call a faculty meeting without notice at any time on an emergency item(s).

4. Holidays shall officially commence fifteen (15) minutes after dismissal on the day preceding the holiday.

E. The purpose of mandatory district grade level meetings is to enable teachers at the same grade level(s) to communicate and collaborate with each other regarding curriculum and instructional issues. The District may schedule such meetings as needed up to a maximum of three (3) grade level meetings per school year. Such meetings should not exceed one (1) hour each.

F. Each unit member shall have a duty-free lunch period of at least forty-five (45) consecutive minutes, except when extenuating circumstances require otherwise and for as long as the student lunch period except during inclement weather. A lunch hour of no less than

thirty (30) minutes is allowable at sites where staff and administrator mutually agree with simple majority by secret ballot.

1. The principal and staff at each school site shall work together to design a schedule which attempts to provide reasonable relief breaks to teachers, such as ten (10) minutes after being on duty continuously for two and one-half (2½) hours.

G. Unit members teaching in grades 6-12 shall have the equivalent of five (5) unassigned periods per week which shall be utilized for preparation. Unit members in grades 6-12 shall have no more than three (3) course preparations without their approval unless such limitations would prevent the offering of Board required courses.

1. ROP teachers shall receive compensation in recognition of preparation time as follows, based on their regular assignment:

- a. Full-time (six [6] hours/day) = an additional one (1) hour (total seven (7) hours daily pay)
- b. Part-time (at least one-half [½] time = three (3) hours/day) = pro rata up to an additional one (1) hour (e.g., one-half (½) time would receive an additional one-half (½) hour per day)

H. In the event that the District provides for elementary preparation time, the District prefers that elementary preparation time be provided by specialists. Minimum days shall be provided at the elementary level as follows: Last five (5) days of the school year and the day preceding the spring conference day.

I. Student teachers, volunteer aides, or paraprofessionals shall only be assigned to supervising teachers with the receiving teacher's consent.

J. Unit members who agree to the request of the principal to substitute during their

preparation period shall be paid the prevailing substitute hourly rate.

K. Unit members who are required to travel in fulfilling their assigned duties shall commence their workday at their first assigned work station and conclude their day at their last work station. The daily schedule of these employees shall be arranged to provide time to travel within the legal speed limits to all work stations assigned in their work day.

L. Unit members shall provide one hundred eighty (180) days of student instruction each school year. They shall also provide two (2) additional work days prior to the day students return for classes. Any unit member who chooses and notifies the Assistant Superintendent of HR and the site principal in writing prior to August 1 may serve one (1) day prior to the students' return and one (1) day after the last day of scheduled classes.

M. After negotiating, the Board shall adopt an annual calendar.

N. Kindergarten/TK room and schedule assignments shall be made on the basis of seniority, unless mutually agreed upon otherwise by the principal and kindergarten/TK teachers.

1. Kindergarten/ TK classes will be offered as Full Day Classes. Half Day classes may be provided at the discretion of the district.

2. Each Full Day Kindergarten/TK teacher will be provided an aggregate of sixty (60) minutes of assistance and/or relief per day in addition to the forty-five (45) minute duty-free lunch period. The 60 minutes need not be consecutive, but shall be provided in at least 15-minute increments, unless mutually agreed upon by both parties. The specifics will be determined through collaborative exploration of the options by the Full Day Kindergarten/TK teachers and the principal at each school site.

Each kindergarten or TK teacher shall meet with his or her principal to discuss the daily

schedule for his or her kindergarten or TK class the teacher will be teaching. The discussion shall address whether the teacher prefers assistance or relief time, and when that assistance or relief time will be provided during the school day. If the teacher and principal are unable to agree upon the daily schedule, the principal will determine whether the teacher will receive assistance or relief time and when that assistance or relief time will be provided during the school day giving consideration to the teacher's request. In any event, the teacher and principal shall participate in the discussion in good faith seeking to accommodate the reasonable requests of the other party to the greatest extent practicable.

O. Unit members may be assigned to "light duty" due to an industrial accident or other debilitating circumstance. These individuals will be assigned equitably to each site to provide assistance at the direction of the principal.

P. Attendance at workshops or in-services scheduled outside the work day/work year shall be voluntary or compensated at the substitute daily rate (on a per hour basis).

Q. Teachers may keep their keys over the summer. It is understood that the summer period is important for maintenance issues, and maintenance shall take priority over the teacher's desire for access. Teachers will check with the school's office to ascertain any conflicting maintenance schedules.

## ARTICLE VII

### CLASS SIZE

A. At the kindergarten/TK level, the class size goal is twenty-eight (28) students or less. The maximum class size shall be thirty-two (32) students. This paragraph does not constitute a “collectively bargained alternative annual average class enrollment” as that phrase is used in Education Code Section 42238.02.

B. At grades 1-5, the class size goal is twenty-eight (28) students or less. The maximum class size shall be thirty-two (32) students. This paragraph does not constitute a “collectively bargained alternative annual average class enrollment” as that phrase is used in Education Code Section 42238.02.

C. At grades 6-12, each teacher shall have a maximum class size of thirty-five (35) students with a goal of thirty (30) students or less. 6<sup>th</sup> grade core classes shall have a maximum class size of thirty-two (32). The following are exceptions to Paragraph C:

1. English classes (grades 6-12) shall have a maximum class size of thirty (30) students.
2. Music and other courses when normally carried out in large group instruction.
3. The goal for class sizes in those classes specifically created for purpose of intervention is twenty (20) students with a maximum class size of twenty-five (25) students.
4. Mesquite Continuation High School shall be staffed according to law. Staffing decisions for each school year shall be based on enrollment at the end of the fourth (4<sup>th</sup>) month (P-1) of the previous school year.
5. Physical education class size shall not exceed forty (40) students per class for grades 6-12.

D. Elementary combination classes shall not exceed the following maximums:

1. Combination classes of two (2) grade levels with one (1) teacher shall not exceed thirty (30) students.
2. For classes of more than two (2) grade levels and one (1) teacher, the maximum is twenty-three (23).

E. Special education class sizes shall be as determined by applicable state and federal laws and regulations. Special day classes whose limits are not determined by state or federal laws or regulations shall have a maximum of sixteen (16) students. In the event that the class size is exceeded by more than four (4) students, corrective action shall be limited to Sections a. and b. of K. 1., below, unless mutually agreed to by the teacher and site administrator.

1. The principal and teacher shall mutually agree as to whether a mainstreamed student will be counted for class size limit purposes. If agreement is not reached, then a panel consisting of the Superintendent or designee, a regular education teacher selected by the principal, and a special education teacher selected by the receiving teacher shall make the determination.

F. For the Severely Handicapped Class (DCH), one (1) additional paraprofessional shall be provided any time attendance in this program exceeds seven (7) students and only for the period this limit is exceeded. The District shall make every effort to ensure continuity by assigning individuals familiar with this program.

G. Speech therapist caseloads shall be limited to fifty-five (55). Resource specialist caseloads shall be limited to twenty-eight (28) students. Case load overages at all grade levels shall be paid at a rate of two dollars (\$2) per day per student, except students designated as "watch and consult."

H. Classes with limited work stations or requiring specialized equipment, a laboratory approach, special safety precautions, or any other conditions which affect the health or safety of the environment will be assigned, upon bi-annual approval of the Superintendent or designee, the number of students that can be accommodated and adequately supervised. Such classes may include, but are not limited to science, industrial arts, home economics, and art. A committee consisting of the affected site administrator, Assistant Superintendent of Human Resources, Director of Facilities and Maintenance, applicable Department Chair or Middle School Department Liaison, a District Safety Committee representative (not assigned to the affected school), and a DATA representative shall bi-annually inspect and/or review these classes and make a recommendation to the Superintendent by March 1 of every other year.

I. Team teaching classes will be based on multiples of the appropriate maximums.

J. The District agrees to make reasonable efforts to balance class sizes at each grade level within plus or minus two (2) students of the District average. Individual class size maximums may be exceeded:

1. During the first three (3) weeks of the students' school year and the first three (3) weeks of the second semester of grades 6-12.

2. With the agreement of the affected teacher; such agreement shall not be precedential.

3. With the agreement of two-thirds (2/3) majority, or the nearest available lower fraction above fifty percent (50%), of the affected department in middle and high schools.

K. In the event the class size maximums are exceeded for a period of ten (10) consecutive school days and no adjustment has been made, the school shall notify the teacher. Once class size maximums have been exceeded as described above, any additional student



exceeding the class size shall be counted beginning with the fifth (5th) day of enrollment. On the last day of each semester, as established in the academic calendar, the school shall provide the teacher with the number of days of class overages per semester in letter format.

1. The District shall take appropriate corrective action, which may include any of the following:

a. The hiring of additional full- or part-time teachers or aides;

b. Redistribution of pupils;

c. Absent action described in a. and b. above, teachers who have classes which exceed the maximums, except during the period specified in Paragraph K. 1., above, shall be paid effective the first day the class size was exceeded ten dollars (\$10) per pupil per day at the K-5 level, and two dollars (\$2) per pupil per period at the 6-12 level. The two dollar (\$2) per pupil per period may not accrue to more than ten dollars (\$10) per pupil per day for any teacher at the 6-12 level. Records for payments to teachers based on these stipends shall be kept in the District Office. Payment will be made semi-annually, within four (4) weeks of the end of each semester.

d. Other solutions mutually acceptable to the employees and the District.

L. Elementary classes that reach an enrollment of eight (8) English Learner (EL) students who have been identified as Levels 1 or 2 (ie, "less than reasonable fluency" per the California English Language Development Test (CELDT) will be labeled as combination classes. The designation will then continue until the end of that school year except when the number of EL students falls below five (5). If all the EL students are assigned to one class at a grade level, every effort will be made to assign other special needs students to the other class (es). If all

teachers at a grade are receiving EL students, all other special needs students will be equitably distributed.

1. Teacher assignment to the EL cluster will be voluntary and made prior to the beginning of school. If no teacher volunteers, EL students will be equitably placed among teachers at the grade level where there is no volunteer.

2. If all teachers at a grade level are receiving EL students, all other special needs students will be equitably distributed.

M. Teachers must be qualified to provide English Language Development (ELD) instruction by virtue of holding a California required credential or certificate for such service such as CTET, authorization embedded in the credential, CLAD, BCLAD, SDAIE, LDS, or BCC or be currently enrolled in an appropriate training program that will be completed within two (2) years of notification by the District.

## ARTICLE VIII

### LEAVE PROVISIONS

#### General Conditions

A. The following general conditions will apply to the provisions of this Article:

1. All leaves, except sabbatical leaves, may be taken on an hourly or daily basis with a two (2) hour minimum. The need for a teacher to meet commitments for appointments, emergencies, etc., beyond her/his control may be met in a different manner than the normal use of a two (2) hour substitute if the following conditions are met:

a. The instructional day is complete (e.g., after 2:30 or 3:00 p.m.).

b. Notification is made in advance to the principal. The teacher then would only lose one (1) hour of personal necessity or other leave rather than the current two (2) hour loss of time. If there is a thirty (30) minute or less loss of work time, then the teacher shall make up that time not later than the end of the following work week and no loss of leave time would occur. Provisions of this Section are to be used only under restrictive conditions and are not to become practice.

2. Employees must certify in writing on the appropriate form that any absence was used for the purpose for which it was taken.

3. Whenever possible, the employee must contact the District as soon as the need to be absent is known.

4. Employees who inform the District that their absences will be greater than one (1) day must notify the District before four o'clock (4:00) p.m. on the work day before of their intention to return to work. Failure to comply with this provision shall result in the deduction

of the substitute's pay from the employee's daily rate of pay.

5. Employees on paid leaves of absence shall have all the fringe benefits paid for them throughout the duration of the leave of absence. Employees on unpaid leave of absence may, as long as the practice is allowed by the insurance company, continue their fringe benefit payments by paying to the District the amount of money equal to the premium for the various fringe benefits.

6. An employee absent under the provisions of Paragraphs relating to Disability Parental Leave, Childrearing Leave, Extended Illness, or Industrial Accident Leave for fifteen (15) consecutive days shall be required to provide a physician's verification of ability to return to work and render service to the District prior to returning to work. The provisions of this Paragraph shall not apply to Childrearing Leave where the health status of the employee is not involved.

7. For the purpose of this Article, immediate family shall be defined as parent, foster parent, father-in-law, mother-in-law, grandparent, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, and stepchild of the employee or spouse of the employee, or any other relative living in the household.

8. Teachers returning from authorized leave of two (2) years or less shall return to the position which they held at the beginning of the leave unless the position has been eliminated, in which case the teacher(s) shall be returned to a comparable position. For leaves which exceed two years, efforts will be made to reinstate the employee to the same position or to a comparable position.

- a. After such efforts are made, if it is determined by the Superintendent, in order to meet the educational-related needs of the District, it is necessary to

place the returning employee in a different position, such placement shall be made.

- b. The employee shall be entitled, upon written request within ten (10) days of any action, to a written explanation of the District's action under this provision.

9. Leaves will not be granted for the purpose of working in another school or district, including charter schools.

### Sick Leave

B. Every full-time employee shall be entitled to ten (10) days of sick leave for each year of employment on the basis of one (1) day per each month of employment at the employee's daily rate of pay. Employees serving regularly on contract for less than full-time shall earn one (1) hour of sick leave for each eighteen (18) hours of service.

1. An employee may use accumulated sick leave at any time during the school year for accident, illness, or quarantine. Accumulated sick leave shall be factored to take into account the number of hours in the employee's work day.

2. Sick leave also may be taken for necessary, non-elective medical or dental examinations or treatments that cannot be scheduled outside of regular work hours. Upon request by the District, an employee shall present a doctor's certificate verifying the examination or treatment which was provided under the provisions of this Section.

3. An employee who has been on sick leave for ten (10) or more consecutive days, or who has had any surgical procedure, shall be required to furnish a physician's verification of ability to return to work and render service to the District. The District may require verification of illness following any utilization of sick leave.

4. Unused sick leave shall accrue from school year to school year and shall be available for utilization as of the first workday of the school year. The District shall provide each employee with a written statement of accumulated and credited sick leave for the current school year prior to October 1 of each school year.

5. After the accumulated sick leave has been used, the amount deducted in any month will be the sum which is actually paid a substitute employee in the position, or if no substitute is employed, the amount which would have been paid to a substitute had one been employed, for the remainder of a five- (5) month period of illness. The five- (5) month period starts after expiration of the employee's accumulated sick leave.

#### Personal Necessity Leave

C. Unit members may use annually seven (7) days of available sick leave for reasons of personal necessity, or compelling personal reasons which the unit member cannot schedule at any other time, excluding, however, vacation, recreation, the convention of a spouse, extension of a holiday period, concerted activities, matters of personal gain, or seeking other employment. For extraordinary circumstances that exceed seven (7) days, the Superintendent or designee may require, for approval purposes, third party verification for the request to be absent.

1. Employees may use up to two (2) of the days provided in Paragraph C confidentially without specifying the reason, but shall not use them for any of the following purposes: vacation, recreation, the convention of a spouse, extension of any holiday period, concerted activities, matters of personal gain, or seeking other employment.

2. Unit members shall request personal necessity leave at least three (3) days in advance of the day on which the personal necessity leave is intended to be taken, unless the necessity involved makes it impossible to make such request three (3) days in advance, in which

case the request shall be made as much in advance as possible.

- a. Advance requests shall not be required in the case of death, accident, or serious illness/injury of a member of the immediate family as defined herein.
- b. The request for such leave shall be on a form specified by the District, dated and signed by the unit member, setting forth the nature of the personal necessity involved, except as in C.1.

3. The Superintendent or designee shall approve or deny requests for personal necessity leave pursuant to the provisions of this Article. For circumstances that will exceed seven (7) days, the Superintendent or designee may require, for approval purposes, third party verification for the requirement to be absent.

4. Upon request of the unit member, the Superintendent or designee shall furnish a written statement of the reasons for any denial of leave under this Section, so long as such request is made within ten (10) days of the denial.

5. In addition to the seven (7) days of personal necessity leave, unit members may access accrued sick leave to care for the illness of immediate family member's needs in accordance with Family Medical Leave Act and the California Family Rights Act.

- a. The parties agree that this "Kin Care" leave shall run concurrently with Family Medical Leave.

#### Bereavement Leave

D. Every employee shall be entitled to three (3) days of paid non-cumulative leave of absence, or five (5) days if travel of more than two hundred (200) miles or more, one way, is involved, because of the death of any member of the employee's immediate family.

1. The District shall require the use of bereavement leave before personal necessity

leave days are used for purposes allowed in this Paragraph.

2. Two (2) additional days will be granted to the employee on account of the death of a person residing in the employee's household.

3. The Superintendent shall have the discretion to extend the bereavement leave provisions for up to two (2) extra days in the case of unusual circumstances or distances.

4. The District shall be notified as soon in advance of the leave as possible.

5. This leave shall not be deducted from sick leave.

#### Industrial Accident and Illness Leave

E. An employee shall be entitled to an industrial accident or illness leave for any job-related illness or injury in the amount of up to sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.

1. Such benefits shall be in addition to other sick leave benefits provided by the District.

2. When entitlement to this leave has been exhausted, other sick leave shall be utilized.

3. Employees will report all job-related injuries and illnesses to the District within twenty-four (24) hours of the occurrence, regardless of whether or not medical attention is required or time is lost from work. In the event the employee's injury or illness prevents the filing of the report within the time limit, the report shall be filed as soon as possible.

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

5. The employee on Industrial Accident and Illness Leave shall be paid for up to



sixty (60) working days at the same monthly rate that the employee earned while on the job. The employee, in turn, will endorse to the District the temporary disability checks received for that sixty (60) days on account of the employee's industrial accident or illness.

6. Industrial accidents or illness occurring during summer school employment will be paid at the rate being earned by the employee at the time of the accident or illness for the duration of summer employment of the employee, but for not more than sixty (60) days.

7. During the time the employee is receiving industrial accident and illness leave benefits, the employee will continue to earn sick leave benefits.

8. The same normal deductions will be made from the checks received for industrial accident or illness pay from the District as would be from the employee's regular check.

9. It is further agreed and understood that employees are entitled to all the provisions of the California Education Code relating to Industrial Accident or Illness Leave.

#### Parental Leave

F. Each female unit member shall be entitled to an **unpaid** leave of absence for the period of time she is required to be absent by reasons of physical incapacity due to pregnancy or childbirth or conditions related thereto.

1. The unit member shall be entitled to use accumulated sick leave on the same basis provided for illness or injury.

2. The period of leave, including the date upon which the leave shall begin and end, shall be determined by the unit member and her doctor.

a. A statement from the unit member's doctor as to the beginning and ending dates of such leave shall be filed with the Superintendent.

b. The date of leave shall be based upon the unit member's ability to render service in her current position.

3. The date of the unit member's return to service shall be based upon her doctor's analysis and a written statement of the unit member's physical ability to render service upon the absence of any physical disability.

#### Judicial Leave

G. When an employee is called for jury duty, the employee shall be granted a leave of absence with pay.

1. When an employee is served with a subpoena which compels the employee's presence as a witness in court or before any other legal body, other than as a litigant, the employee shall be granted a leave of absence with pay.

2. The employee shall receive regular pay while serving on jury duty or as a witness and shall reimburse the District for any amount the employee receives as a result of such service exclusive of transportation reimbursement.

a. The employee shall be informed in writing that all fees to which the employee is entitled must be requested.

b. If the employee does not receive the requested fees, the District shall not request reimbursement from the employee.

#### Leave for Professional Growth

H. Employees may attend professional growth activities or other worthy events after consultation and approval by the principal or supervisor. Employees shall be reimbursed for necessary and actual expenses incurred, which could include registration fees, mileage, food expenses, and lodging in accordance with current IRS tax regulations.

## Sabbatical Leave

I. The District may, at its discretion, grant a sabbatical leave for the purpose of permitting study or travel which will benefit the schools and the pupils of the District.

1. Sabbatical leave must be preceded by at least seven (7) consecutive years of paid service in the District.

a. No absence from the service of the District under a leave of absence granted by the Board other than a sabbatical leave will be deemed a break in the continuity of service.

b. However, such absence shall not be included as service in computing the seven (7) consecutive years required by this policy.

c. In any case, resignations from or terminations by the District shall constitute a break in service.

2. The District may grant sabbatical leave for any period of time it considers appropriate.

3. Requests for sabbatical leave shall be made to the Superintendent at least six (6) months in advance of the proposed leave.

a. The employee shall be advised of approval or disapproval within thirty (30) calendar days of receipt of the application.

b. Any major changes in plans for use of sabbatical leave must be approved in advance by the Board.

4. The granting of sabbatical leaves shall be based upon the following criteria:

a. The employee's seniority in the District.

- b. The plans submitted by the employee.
- c. The recommendation of the Superintendent.

5. The employee shall be compensated during the period of leave at fifty percent (50%) of the employee's regular salary.

- a. Compensation for payment to an employee while on sabbatical leave may be made either of two (2) ways as follows: Two (2) equal annual installments during the first two (2) years of service following the return of the employee from the leave of absence, or in the same manner as if the employee were teaching in the District, provided the employee furnishes a suitable bond guaranteeing that the employee will return to service for at least two (2) years.

- b. Employees on sabbatical leave will follow the normal progression on the salary schedule and will earn sick leave at the same rate as if they were on active teaching duty.

6. The employee shall immediately report to the Superintendent any injury or illness occurring during sabbatical leave which prevents completion of the purpose of the leave. The Superintendent shall review the case and make a recommendation to the Board based upon the circumstances.

7. If a certificated employee is temporarily disabled due to illness or accident while on sabbatical leave, the paid sick leave provisions of this Agreement shall be enforced as though the employee were employed as a teacher during the date of the leave.

8. Should the employee elect to take the sabbatical leave in a part of the world where the school-paid insurance is not valid, the District may elect to pay an equal premium for

another health insurance policy valid outside the United States, or the District may pay to the employee an amount equal to the premium of the District health program and the employee will select and pay for an insurance program.

- a. Copies of said health policies shall be filed with the District.
- b. Both the Board and the District shall be freed from any liability for payment of any compensation or damages for the death or injury of any certificated employee of the District when death or injury occurs while the employee is on sabbatical leave.

9. Teachers granted a sabbatical leave may request, as part of their leave application, they return to their pre-leave assignment (same school, same grade level and/or subject matter). The District may non-precedentially grant or deny such requests, without recourse through the grievance procedure.

#### Extended Leave Without Pay

J. The District, at its discretion, may grant extended leave without pay to any employee for whatever period of time the District considers appropriate.

1. Application for such leave shall be made not less than sixty (60) days prior to the intended commencement of the leave unless the situation is of such a nature as to make it impossible to provide such notice.

2. The employee shall not be entitled to any length of service increment or seniority advance accrued during such period of leave.

#### Unpaid Family Leave

K. Employees may take up to twelve (12) weeks of unpaid family leave with benefits during any twelve- (12) month period. Employees may exercise their rights to leave either for

reasons of the birth of a child of the employee; placement of a child with an employee for adoption or foster care; to care for the employee's child, parent, or spouse who has a serious health condition; or because of a serious health condition of the employee that prevents the employee from working.

1. The employee may take the leave allowed by the new provisions without using any accrued leave or the employee may choose to exhaust all forms of accrued leave prior to taking advantage of the new leave provisions.

2. In the event the employee determines to use accrued leave, all such leaves shall be exhausted prior to the commencement of the new provisions.

3. If the employee chooses to take the leave initially or if the leave commences once all accrued leaves are exhausted, the leaves provided by the Federal Family Medical Leave Act and the California Family Rights Act shall commence simultaneously and run concurrently.

4. The following general requirements shall be required for the use of the new leaves:

a. The employee must have been employed for at least twelve (12) months and have provided at least one thousand two hundred fifty (1,250) hours of service during the previous twelve- (12) month period.

b. In the event that both husband and wife are employed by the District, the aggregate sum of weeks of leave to which both are entitled is limited to twelve (12) weeks in any twelve- (12) month period if the leave is taken for the reason of birth or placement of a child for adoption or foster care.

Thus, the maximum leave between the two employees is twelve (12)

weeks, not twenty-four (24) weeks.

c. Employees are required to give thirty (30) calendar days 'notice if the leave is "foreseeable."

d. Employees may take up to twelve (12) weeks of leave during any twelve-(12) month period.

5. The District may further extend the unpaid leave with no benefits at its discretion (per the current Collective Bargaining Agreement).

6. In the event that any employee who has received District-paid benefits determines not to return and resigns, the employee shall repay the District the cost of benefits. The District shall provide written notice of this provision at the time the leave is requested.

L. Leave without pay may be granted at District discretion for reasons not covered by the provisions of this Article. Decision on individual cases shall not be precedential. Individuals may request an audience with the Board to explain the proposed leave. The employee may request written reasons for denial, provided a written request for the reason is submitted within ten (10) days of the District's action.

## ARTICLE IX

### ASSIGNMENT, VACANCIES, REASSIGNMENT, TRANSFER

#### General Provisions

**District Seniority** ranks bargaining members according to years of service in the District.

1. A bargaining unit member's hire date shall be the first date of employment served under a preliminary credential or better.

2. District seniority shall not be earned for categorically funded employment by teachers who are not credentialed to teach in other positions or by teachers who have provided services in substitute, summer, adult, or home teaching positions.

3. Employees with the same first date of paid service shall have their District seniority determined by lottery. The lottery will be held at the district office the day following the first scheduled DATA representative council meeting and conducted by the Superintendent or designee and the DATA president or designee, and attended by those employees affected if desired.

A. **Reassignment** means a change of assignment within a school. A teacher may be reassigned within a school to another subject-matter area or grade-level assignment provided the reassigned position falls within the scope of the employee's credential(s).

1. Voluntary reassignments shall be those initiated by a teacher.

2. Involuntary reassignments shall be those initiated by the District.

3. Decisions on placement will be made to ensure the best possible learning conditions for students.

B. **Transfer** is the change of an employee's instructional assignment from one school to another school for all or part of a regular assignment.



C. **Vacancies:** The District shall determine whether a vacancy exists and if it shall be filled. Decisions regarding the filling of vacancies will be made to ensure the best possible learning conditions for students.

D. **Displaced Employee** is an employee who, due to a loss of enrollment or program change at a school site, does not have an assignment at the same school site for the following school year or semester.

E. **Other Placement** is the placement of an employee in a vacant position when a displaced employee is transferred to another school site, an employee returns to work following a leave of absence (paid or unpaid) of one semester or more, when an employee is brought back to work from a 39-month re-employment list, or when an employee is placed in the unit from a non-bargaining unit position.

#### Vacancy Announcements and Applications

A. When the District determines to fill a vacant position, a notice shall be posted at the District Office and the District's website. The District will send the vacancy announcement with an electronic application form to all certificated teachers via district email. In addition, the Association President shall be provided with electronic copies at [desertareateachers@gmail.com](mailto:desertareateachers@gmail.com)

1. Vacancy notices for the following school year shall be posted for at least five (5) work days. Positions requiring specialized application process shall be posted for at least seven (7) work days. To count as the first work day, the notice shall be posted and emailed before noon of that day.

2. One week prior to the first teacher work day, and then throughout that school year, the time for posting a vacancy for that school year will be reduced to three work days.

3. The notice shall specify school site, grade level and/or subject matter, credential or credentials required for the position, and any other desirable or required qualifications for the position.

B. Any employee who satisfies the District's criteria (credentials and qualifications) may apply and be considered for the vacant position by submitting an electronic application to the District Office prior to the deadline set in the notice. The District must provide a receipt or acknowledgement that the application has been received. Each application shall expire upon the filling of the posted position.

C. The District shall consider employee applications on the basis of each applicant's:

1. Credential(s)

2. Degree(s)

3. Academic majors and minors

4. "Highly qualified" status of the No Child Left Behind Act (NCLB) as applicable to the position/subject matter.

5. Certification or authorization to teach English Language Development to English Language Learner (ELL students) such as CTEL, authorization embedded in the credential, CLAD, BCLAD, SDAIE, LDS, or BCC or be currently enrolled in an appropriate training program that will be completed within two (2) years of notification by the District of that requirement of assignment to teach ELL students.

6. Satisfactory performance evaluation.

7. Special skills/aptitudes required by the position.

8. Legislative or court-mandated programs.

9. Program needs of the school.

D. An employee who has applied for a vacant position but was not selected shall be provided with the reason or reasons for the District's action in writing upon request.

#### Selection Process for Vacant Positions

After applications have been filed and a determination has been made as to which employee applications, if any, satisfy the criteria, consideration shall be given (in order) to (1) voluntary reassignments, (2) voluntary transfers, (3) involuntary reassignments, (4) involuntary transfers, (5) assignment of other placements, and (6) non-employee applicants.

1. Voluntary Reassignment: Requests for a voluntary reassignment shall be considered first in filling a vacancy at a school site. If the District determines that two or more applicants for a reassignment would equally satisfy the criteria for the vacant position, the most senior applicant shall be assigned to the position. A displaced teacher from a site may apply for positions at that site for which he or she is qualified under the category of voluntary reassignment.

2. Voluntary Transfer: Requests for transfer shall be considered following any reassignment or reassignments. If the District determines that two or more applicants for a transfer would equally satisfy the criteria for the vacant position, the most senior applicant shall be assigned to the position. A displaced teacher in the District may apply for positions in the District for which he or she is qualified under the category of voluntary transfer.

3. Involuntary Reassignment: After consideration of requests for voluntary reassignments and transfers, an involuntary reassignment may be made when a vacant position falls within the scope of the employee's credential and the reassignment would satisfy the criteria for the position. Where all criteria considered are deemed equal by the District between two or more employees who may be subject to an involuntary reassignment, the least senior employee will be reassigned.

- a. An employee who is to be involuntarily reassigned during the school year shall be consulted prior to the reassignment and shall be given at least three (3) days advance written notice. The notice shall include the reason or reasons for the reassignment. Upon request, the employee will be provided assistance in moving supplies and equipment to the new assignment, in addition, the employee shall receive one day of release time to spend in on- site preparation for the new assignment,
- b. An employee who is to be involuntarily reassigned for the following school year will be given written notice prior to the last student day of the school year.

4. Involuntary Transfer: After consideration of involuntary reassignments, an involuntary transfer may be made when a vacant position falls within the scope of the employee's credential and the transfer would satisfy the criteria for the position, Where all criteria considered are deemed equal by the District between two or more employees who may be subject to an involuntary transfer, the employee with the least experience in the District will be transferred.

- a. An employee who is to be involuntarily transferred during the school year shall be consulted prior to the transfer and shall be given at least three (3) days advance written notice. The notice shall include the reason or reasons for the transfer. Upon request, the employee will be provided assistance in moving supplies and equipment to the new assignment. In addition, the employee shall receive one day of release time to spend in on-site preparation for the new assignment.
- b. An employee who is to be involuntarily transferred for the following school year will be given written notice prior to the last student day of the school year.
- c. Any involuntary transfer will not result in a reduction of an employee's base salary or health and welfare benefits contributions.

5. Other Placement: Following consideration of reassignment and transfer applications, the order of filling a vacant position is determined by the seniority of the employee, except that an employee who is on the 39-month reemployment list must be appropriately credentialed and must satisfy the criteria for the position in order to be eligible for re-employment.

### Moving and Preparation

An employee who is to be moved from one classroom to another during the school year shall be given as much advance notice as possible. Upon request, the employee will be provided assistance in moving supplies and equipment to the new classroom, In addition, the employee

shall receive one day of release time to spend in on-site preparation. In the event that the use of the release time is not possible, the employee shall receive one day of pay at his/her individual daily rate. The teachers involuntarily reassigned more than two (2) grade levels, or between academic departments, will receive two (2) days of release time for preparation and/or orientation to the new assignment.

### Assignment Notice for Following School Year

All unit members will be given written notice of their tentative assignments for the following school year not later than five work days prior to the end of the current school year. Unit members may consult with their building principal regarding the assignment for the following year.

1. A list of all tentative staff assignments for the following school year will be sent via email to all certificated teachers for his or her site.
2. Unit members whose tentative assignment is changed following its posting will be notified of the change in assignment by the building principal as soon as possible after the change is made.

### Split Positions

The assignment of a unit member to positions "split" between two sites, i.e., a high school and a middle school, shall be notified of his or her primary site at the time the assignment is made.

## Combination Classes

If, at any given site, a straight grade-level position is eliminated and a combination class, which includes that grade level, is formed, the teacher with the least District seniority at the grade level and site at which the eliminated position occurs will be assigned to the combination class

If, at any given site, a combination class is eliminated and two vacancies of the combination class components is created, the teacher of the combination class will have a choice of the two grade levels and be assigned accordingly. If elimination of the combination class creates only one vacancy, the teacher of the combination class will be placed in that vacancy.

## ARTICLE X

### EVALUATION PROCEDURE

These provisions constitute the procedures to be utilized for the performance evaluation and assessment of certificated employees as set forth in the California Education Code (E.C. 44660, et seq.). The intent of the evaluation process shall be to maintain and improve the quality of the instructional program.

A. The performance evaluation shall relate to:

1. The progress of students toward the Board's established standards of expected pupil achievement.
  - a. The evaluation shall not include the use of publishers' norms established by standardized tests.
  - b. It is recognized that testing programs do not necessarily relate to curricular objectives and established standards of pupil achievement.
2. The job description for the position.
3. The California Standards for the Teaching Profession

B. Frequency of performance evaluations:

1. The performance evaluation for probationary employees shall be made at least twice each school year. The first performance evaluation shall be completed before the end of the first semester. The second performance evaluation shall be transmitted to the employee not later than thirty (30) days before the last school day scheduled on the negotiated school calendar and adopted by the Board for the school year in which the performance evaluation takes place.
2. The performance evaluation for permanent employees with fewer than ten (10) years shall be made at least once every other year and shall be transmitted to the employee not



later than thirty (30) days before the last school day scheduled on the negotiated school calendar adopted by the Board for the school year in which the performance evaluation takes place. Permanent employees receiving an unsatisfactory evaluation shall be annually evaluated as a minimum until the employee achieves a positive evaluation or is separated from the District. As per Education Code 44664 (a)(3), permanent unit members with ten (10) or more years who have qualified may be evaluated once every five (5) years. At the discretion of the district, permanent employees may be evaluated at any time.

3. The post-performance observation conference shall be held, as scheduled by the evaluator within two weeks of the observation unless otherwise agreed upon by both parties.

C. Pre-observation conference procedures:

1. Evaluation will concentrate on three (3) mutually selected standards of performance. All standards may be observed and commented on for evaluation. The employee and evaluator shall meet to discuss the performance and measurement criteria to be utilized in the evaluation of the employee's performance. The performance and measurement criteria utilized in determining the level of employee performance shall be in conformity with the employee's job description. If the evaluator is other than the chief site administrator, the evaluatee shall be informed of the identity of the evaluator no later than five (5) days prior to the first formal observation. Evaluations shall be conducted by non-unit management and/or supervisory employees. The conference shall be scheduled by the evaluator. During this conference, the evaluator and the employee shall discuss the following:

- a. The job description as adopted by the Board after consultation with the Association. These are to be made available by the district on the Internet.
- b. The Board-adopted standards for pupil achievement. These are to be

made available by the district on the Internet.

- c. Any written performance improvement requirements as determined by the evaluator.
- d. The performance evaluation form.

2. Teachers assigned to two or more schools and the same subject area shall be assigned a home school and one evaluator from that school. The administrators at the other assigned school(s) may provide supplemental evaluation information as deemed necessary.

3. Teachers assigned to two or more schools but to different subject matter shall be assigned a home school and evaluator. The administrator at the other assigned school may also evaluate as deemed necessary.

4. Prior to the initial observation set forth below for each school year, the evaluator shall inform each employee of the basis for his/her evaluation including criteria, the evaluation form, the employee's job description.

- a. The employee and the evaluator shall make a good faith attempt to reach mutual agreement on the employee's performance and measurement criteria. To the extent the evaluator and employee disagree on the performance and measurement criteria by which the employee is to be evaluated, the employee may specify his/her position in writing, including the identification of constraints which the employee believes inhibit his/her ability to meet the criteria.
- b. After giving consideration to the constraints identified by the employee, the evaluator shall make the final decision on the employee's performance and measurement criteria for the school year and shall

submit it to the employee, in writing, prior to the first formal observation.

5. The evaluator and employee shall sign a document indicating that they have reviewed and discussed the items listed in 1. a-d, above.

6. If, during the course of the evaluation period, circumstances arise which, in the judgment of the evaluator or evaluatee, invalidate the established performance and measurement criteria, the employee and the evaluator shall meet to review and/or modify the criteria. The evaluator shall be responsible for making the final decision, although the employee may specify his/her position in writing, including the identification of constraints which the employee believes inhibit his/her ability to meet the modified performance standards. The employee's written position shall be permanently attached to any modified criteria.

D. Performance observation procedures:

1. There shall be at least one (1) classroom observation during the evaluation period with written observation summaries transmitted to the employee. At least one formal classroom observation will preferably cover the beginning and a major portion of a class period or job task. The formal observation shall be scheduled so that the evaluatee has two (2) days advance notice. The post observation conference shall be scheduled during the pre-observation meeting.

2. If the evaluator becomes aware of areas needing improvement during any observation, these areas shall be reduced in writing and given to the employee along with specific recommendations for improvement.

3. Prior to an unsatisfactory evaluation in one or more areas on the evaluation regarding instruction and/or teaching methods, the following procedures shall be

implemented:

- a. Another lesson observation will take place.
- b. A conference with the Principal will take place.
- c. A written improvement plan will be developed and implemented by the teacher and evaluator.
- d. Outside assistance will be provided when appropriate.
- e. At the end of the first four (4) weeks of the improvement plan, a second observation shall take place.
- f. If improvement occurs, the matter will be reassessed.
- g. If the second observation is deemed unsatisfactory in the same area of instruction/strategies, the teacher will receive an unsatisfactory evaluation and be referred to the Peer Assistance and Review (PAR) Program.

E. Performance evaluation:

1. The written evaluation shall be transmitted not later than thirty (30) days prior to the last school day scheduled on the school calendar. The evaluator shall, not later than February 1, prepare a written evaluation for any unit member determined to need assistance from the evaluator.
2. In the formal written evaluation, the evaluator shall cite specific qualities, abilities, examples of excellence, and outstanding performance or deficiencies of the evaluatee.
3. Any statement concerning instructional competency from a person other than the evaluator shall be verified by the evaluator prior to inclusion in the written evaluation.
4. In the event the written evaluation indicates that an employee is not performing

satisfactorily, the evaluator shall describe the specific areas of unsatisfactory performance either in the evaluation or in a separate document.

- a. As a part of the remediation process after the written evaluation, the evaluator shall meet with the employee and make specific recommendations as to areas of improvement in the employee's performance and shall endeavor to assist the employee in the improvement of such performance.
- b. Employees receiving an unsatisfactory performance rating in the area of teaching methods or instruction shall participate in a program provided and determined by the District to improve appropriate areas of the employee's performance and to further pupil achievement and the instructional objectives of the District.
- c. If subsequent remediation actions on the part of the employee sufficiently modify the employee's performance and identified deficiencies to the satisfaction of the evaluator, a notification to that effect shall be attached to the evaluation.

5. Following the review, the employee shall sign the evaluation to indicate that it has been reviewed and that the employee has received a copy. The employee's signature shall not necessarily signify agreement with the evaluation.

6. The employee may prepare and submit a written response to the written evaluation within ten (10) days of the review. After the ten (10) work day response period has expired, the formal written evaluation shall be placed in the employee's file and the response, if any, shall become a permanent attachment to the evaluation. This is not to preclude an

employee from writing and having a response attached after the ten (10) work days.

F. Elements of an employee's personal life that do not reflect upon the employee's job performance shall be excluded from the evaluation process. The evaluation process shall not be used to harass an employee.

G. Certificated Teacher Evaluation form found in Appendix D.

H. Certificated Librarian Evaluation form found in Appendix E.

ARTICLE XI  
PERSONNEL FILE

A. The District shall not take adverse action against an employee based upon that employee's instructional performance using evaluation materials which are not contained in the employee's personnel file.

1. Any negative material relative to a unit member's instructional performance shall be in writing and signed by the complainant. The unit member shall be notified within ten (10) days of receipt of the complaint, notified of the pending placement in the personnel file, furnished a copy of the complaint, and allowed to file a response.

a. As a part of the consideration prior to placement in the file, management shall investigate the basis for the complaint.

1) Management shall attempt to establish a meeting between the employee and the complaining party.

2) The employee shall receive a true and complete copy of any written complaint, including the complainant's signature.

b. If management determines to include the written complaint in the employee's personnel file, the employee shall be notified of the pending placement in the personnel file and shall be allowed to file a response as provided in Paragraph A. 1., above.

c. The employee may request a meeting with the complainant. If the complaining party refuses to meet with the employee, the written complaint may be placed in the personnel file. The investigator is encouraged to have all parties present during an investigatory meeting.

If the complaint is to be placed in the personnel file, the employee shall be given an opportunity to file a written response which shall be attached to the complaint.

2. Complaints or charges that are withdrawn shall be removed from the personnel file.

3. Upon written request to the Superintendent, complaints or charges that have been proven to be false and/or unsubstantiated shall be removed from the personnel file.

B. Any materials, except as specifically excluded herein, relative to an employee's employment relationship shall be contained in the employee's personnel file. Contents of the personnel file shall be kept in the strictest confidence in keeping with appropriate provisions of the California Education and Government Codes.

1. Unit members shall be allowed to submit positive, unsolicited material about their performance to be considered for inclusion in their personnel files.

2. Unit members shall be notified when material of consequence is to be deleted from the District Office personnel files and given the opportunity to receive the material if so permitted by law.

3. Unit members who are no longer employed in the District will be allowed to receive their files if so permitted by law.

C. Materials in personnel files of employees which may serve as a basis for affecting the status of their employment shall be made available for inspection by the employee or by a representative designated in writing by the employee. Ratings, reports, or records which were obtained prior to the employment of the employee or as otherwise excluded by law shall be excluded from review by the employee or the employee's representative.



1. Every employee shall be allowed to inspect his/her personnel file upon request, provided that the request and inspection is made at a time when such employee is not actually required to render services to the Employer.

2. Information of a derogatory nature, except as specified in Paragraphs A., B., and C. of this Article, shall not be placed in the employee's personnel file unless and until the employee is given notice of the pending placement and an opportunity to review and comment thereon. Such material shall bear the date of occurrence, the date employee is notified, and the date of entry into the file.

- a. An employee shall have the right to have attached to any such derogatory statement the employee's comments thereon. If the employee has not filed a response within ten (10) days of notification, the District shall file the derogatory statement. Any response filed after the ten- (10) day period shall be attached to the derogatory statement.
- b. The review shall take place during normal business hours, and the employee shall be released from duty for this purpose unless mutually agreed upon for after work hours.

3. The District shall not take any adverse action against an employee based upon materials which are contained in such employee's personnel file unless the employee was notified at such time that such materials were to be placed in the file.

## ARTICLE XII

### SAFETY CONDITIONS OF EMPLOYMENT

A. The District and its employees shall be safety conscious in their conduct and actions and shall cooperate in the implementation of the District's safety program.

B. Employees shall report any unsafe or unhealthy conditions directly to their supervisor. The District shall conduct investigations of employee reports and take appropriate measures as soon as possible. The employee shall be informed by the principal or designee of the results of the investigation and of whatever action is to be taken. Safety violations will be corrected within ten (10) working days whenever possible.

C. Teachers shall not be required to work under unsafe conditions or to perform tasks which endanger their health and safety.

D. First aid supplies and first aid treatment shall be available to employees at each school site. A first aid kit shall be provided for each District vehicle used to transport pupils and shall be taken on all field trips.

E. Personal protection equipment required by an employee's job duties shall be available from the principal or designee at each school site.

F. An employee shall immediately report any assaults in connection with his/her employment to the principal or immediate supervisor who shall report the incident to the appropriate law enforcement agency and the District Office.

1. An employee may exercise the same degree of physical control over a pupil that a parent would be legally privileged to exercise, but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils.

2. An employee shall receive applicable insurance and leave benefits for any injury incurred under the provisions of this Paragraph.

3. Employees shall be reimbursed for damage to personal property resulting from assault under the provisions of this Paragraph.

4. When the continued presence of a pupil in a class represents a physical danger to a teacher, the teacher may request that the principal institute suspension procedures in accordance with District policy.

5. The District's "Student Discipline Policy" shall be made available to employees.

#### G. Assault

1. Unit members shall report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor, who shall report the incident to the police. Such notification shall be forwarded to the Superintendent. The Superintendent shall comply with any reasonable request from the unit member for information in the possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the unit member, police, and courts.

2. The Employer shall reimburse unit members for any and all costs incurred as a result of assault, including repairing or replacing personal property which may have been damaged or destroyed, and for all related medical costs not covered under insurance benefits.

H. Personal property which is used with prior written authorization from the District or its designee for instructional purposes, and is damaged due to circumstances beyond the employee's control in the normal course of duties, shall be replaced by the District or reimbursed up to an amount not to exceed two hundred fifty dollars (\$250) for each separate item. The value of the property shall be agreed upon at the time of authorization.

I. Automobiles which are damaged due to student vandalism or District negligence shall be promptly reported to the supervisor, and the District shall conduct an investigation to verify the damage. The unit member may also contact appropriate law enforcement agencies for verification. Upon verification, the unit member shall be reimbursed the amount of his/her insurance deductible, not to exceed five hundred dollars (\$500) for each incident.

J. In the event a unit member's eyeglasses (including contact lenses) are damaged or broken during the performance of assigned employment duties, but not as the result of employee negligence, the District agrees, upon presentation of a claim filed by the unit member, to provide for the repair or replacement of the glasses. The decision to repair or replace glasses is reserved to the District. In addition, the District may approve reimbursement for other items lost or damaged in the performance of regularly assigned duties, upon presentation of a claim filed by a unit member.

K. When a teacher is on site for the good of the District, he/she shall be protected by Workers' Compensation.

L. The primary responsibility of teachers is teaching; however, all District employees have an obligation to respond to students with medical needs. Teachers are not automatically expected to be the primary providers of medical procedures, or to assist/supervise others in the performance of such services. Qualified and trained nurses shall be the only bargaining unit members obligated to provide and conduct necessary specialized health care procedures including, but limited to, dispensing medication, catheterizations, diapering, injections, ileostomies, colostomies, gastrostomies, tracheotomy, suction, oxygen administration, gavage feeding, draining, rectal suppositories, and head lice inspection.

1. No other bargaining unit members shall be personally approached, requested

or required to perform such specialized health care.

2. The District may send a site plea to all DATA members asking for volunteers to provide and train for specialized health care training, such as training for Diastat application, insulin shots, and epi-pens.

3. The District shall comply with all Education Code and Title V provisions so unit members may work and provide specialized health care in a safe appropriate environment.

4. The District shall provide rubber gloves, mouth-to-mouth breathers, and facilities to wash with water and antiseptic soap to any bargaining unit member who may come in contact or be expected to come in contact with bodily fluids.

5. The District shall defend, indemnify, and hold harmless, in accordance with Education Code section 49414.7 and Government Code section 810 *et seq.*, for any and all civil liability any unit member who performs health care services.

## ARTICLE XIII

### RIGHTS OF THE EXCLUSIVE REPRESENTATIVE

A. The Exclusive Representative shall have the right to use designated bulletin boards, e-mail and mailboxes pursuant to applicable law, and meeting rooms at reasonable times subject to the following conditions:

1. The Exclusive Representative shall be responsible for the posting of notices on bulletin boards and the contents of such notices. All postings shall be issued in the name of the Exclusive Representative and the person who wrote them.

2. The Exclusive Representative shall furnish the Employer with one (1) copy of all materials which are posted on bulletin boards or distributed through the District mail system.

3. The Exclusive Representative may utilize equipment, i.e., typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment, when such equipment is not otherwise in use by the District and during business hours. The Exclusive Representative shall pay for all supplies and reproduction costs.

4. When a meeting room is sought and the meeting involves employees from only that school site, advance approval shall be requested from the site administrator. Approval shall be given unless use of the requested meeting room has been previously granted to another person or group.

- a. When a meeting room is sought and the meeting involves employees from more than one site, advance approval shall be requested from the Superintendent or designee by the President of the Exclusive Representative, or other person designated in writing to make such

requests. Approval shall be given unless use of the requested meeting room has been previously granted to another person or group.

- b. Should the Exclusive Representative cause the District to incur additional costs due to damage or other extra expense for utilization of facilities, the Exclusive Representative shall reimburse the District for such costs on the same basis as for any other group(s) or individuals.

5. The Exclusive Representative shall be allowed up to one (1) hour following the annual teacher's orientation program. Attendance of employees shall be optional.

B. Officers, agents, or representatives of the Exclusive Representative shall have the right of reasonable access to employees at times during the workday which do not interrupt or interfere in any way with normal work.

1. Employees who are officers, agents, or representatives shall notify the site administrator of their presence when they are on a site other than their regularly assigned site.

2. Non-employee officers, agents, or representatives shall check in at the site office and request clearance to contact employees. Clearance shall be granted unless contact would violate Paragraph B of this Article.

3. Contacts with employees shall be limited to non-classroom teaching hours such as breaks, duty-free lunch periods, and before and after school.

C. On written request, the District shall, as soon as possible but no later than two (2) weeks following receipt of the request, furnish the Exclusive Representative with one (1) copy of District, County, or State reports, which are public documents as defined in the California Government Code and which are in the District's possession, or any other public document in its possession which reasonably relates to negotiations.

1. The cost of copying the above documents shall be the same for the Exclusive Representative as for any other group(s) or individuals.

2. The District shall supply one (1) copy of Board minutes, excluding closed sessions, to each school building for meetings held during the teacher work year.

3. Names and addresses of all bargaining unit members shall be provided to the Exclusive Representative once each year without cost.

D. Any member of the Exclusive Representative may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments for the Exclusive Representative.

1. Upon receipt of such assignment, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the employee each month for ten (10) months.

2. The District shall remit sums deducted to the Exclusive Representative along with a listing of all employees authorizing such deductions.

3. Such assignment shall continue in effect during the term of this Agreement unless revoked in writing by the employee upon thirty (30) days' notice to the District.

4. Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs requested by the employee and agreed to by the District.

5. Upon remitting the deductions requested by the Exclusive Representative and authorized by the member pursuant to the provisions of this Article, the District has fulfilled its obligations relative to said deductions. The Exclusive Representative hereby agrees to indemnify and hold the District, its officers, agents, and employees harmless from any claim,



demand, action, or liability which may result from or in any way relate to the making of said deduction and the transmission of such funds to the Exclusive Representative, except in the case of the District's failure to perform its obligations pursuant to Paragraphs D.1 through D.4 of this Article, and further agrees to pay any reasonable attorney's fees claimed by the District, its officers, agents, or employees for legal services actually rendered on behalf of the District, its officers, agents, or employees as a result of any such claim, demand, action, or liability.

E. The District shall, upon compliance by the Exclusive Representative with public notice provisions of the Act, fulfill its duty to bargain over a successor agreement to this Agreement, or interim salary, fringe benefits, or other provisions as specified in this Agreement, with the Exclusive Representative.

1. No later than the first regularly scheduled meeting of the Board in April of the year in which this Agreement expires, the Exclusive Representative shall submit its proposal for a successor agreement, or specified interim provisions.

2. At the next regular meeting, the Board shall hold a public hearing on the Exclusive Representative's proposal.

3. At the regular meeting following the public hearing on the Exclusive Representative's proposal, the Board shall introduce its initial proposal in response to the Exclusive Representative's proposal.

4. At the regular meeting following presentation of the Board's proposal, the Board shall hold a public hearing on its proposal.

5. Following the public hearing, the parties shall meet at a mutually acceptable time and place, within ten (10) workdays of a written request by the Exclusive Representative to the Board's representative, to fulfill the duty to bargain. If the parties have not reached an

agreement by May 15, either party, on written notice to the other, may institute impasse proceedings in accordance with the rules of the Public Employment Relations Board. Neither party shall institute impasse proceedings prior to May 15.

6. For the purposes of negotiations, the Exclusive Representative shall receive up to two hundred eighty (280) hours of release time. The Exclusive Representative shall be limited to no more than five (5) employees receiving release time at any one time.

F. The Exclusive Representative shall be granted, and in return reimburse the District for, the total cost of substitutes for the following:

1. Time off for officers of the State and National affiliates to attend official State or National meetings.

2. Time off, up to four (4) days, for elected sectional representatives of the Exclusive Representative to attend official sectional meetings.

3. Time off, up to twenty-five (25) days, for official duties of the Exclusive Representative.

G. The District agrees to consult with the Exclusive Representative on the definition of educational objectives, determination of the content of courses and curriculum, selection of textbooks, and a change to a policy mutually agreed to under the Winton Act. "Consult" means that the District shall give advance notice of its intent to make proposals concerning the above specified items and seek opinions and information before actions are taken. If the Exclusive Representative makes request to consult with the District within five (5) days of the notification given by the District, the District will honor such request.

H. All correspondence from the Exclusive Representative to the District shall be directed to the Superintendent.

## ARTICLE XIV

### GRIEVANCE PROCEDURES

A. A "grievance" shall mean an allegation by an employee that there has been a violation, misinterpretation, or misapplication of a specific provision(s) of this Agreement. The grievance shall include terms and conditions of employment solely as they relate to a specific provision(s) of this Agreement or the effect of Board policies, administrative directives, rules, or procedures for implementing this Agreement.

1. An action to challenge application(s) of Board policies, administrative directives, rules, or procedures over matters not contained in this Agreement are not grievances under the provisions of this Article and shall be undertaken pursuant to such separate administrative procedures as established by the Board.

2. For all matters which have specified review procedures, such procedures shall be the sole method of review or challenge (e.g., Affirmative Action).

B. A "grievant" shall mean an employee who is a member of the bargaining unit.

1. The Exclusive Representative may file a grievance on behalf of and with the written consent of specifically identified grievant(s).

2. The Exclusive Representative may file grievances concerning alleged violation of the rights of the Exclusive Representative contained in this Agreement.

C. A "day" shall mean a day when the District Office is open for business.

D. An "immediate supervisor" is the management person having immediate jurisdiction over the grievant.

E. The grievant may elect to be represented by the Exclusive Representative and must inform the District in writing at least twenty-four (24) hours in advance of the meeting.

1. The grievant, a designated representative, or witnesses who are to testify, if any, participating in the grievance meeting shall suffer no loss in pay.

2. An employee may, at any time, present grievances to the Employer and have such grievances adjusted without the intervention of the Exclusive Representative, as long as the adjustment is not inconsistent with the terms of this Agreement; provided, however, that the Employer shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.

3. At all levels of the grievance procedure, the grievant shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.

F. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding. Once a grievance has been resolved or a final decision rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which could have been included in the first grievance.

G. Time limits may be extended or shortened by mutual agreement of the grievant and the District.

1. On notice to the District, the employee has a reasonable right to postpone processing during vacation periods.

2. Failure of the grievant or the grievant's representative to adhere to the time limits of this Article shall constitute waiver of the grievance and acceptance of the District's action or decision at the appropriate level.

H. No reprisal of any kind will be taken by the District against any grievant or

participant in the grievance procedure by virtue of such participation. All written materials pertinent to a grievance, except decisions resulting from final determinations or settlements, shall be filed separately in a grievance file.

1. Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District.

### Level One

I. Prior to presenting a grievance to the immediate supervisor the grievant shall present the problem to the Association grievance review committee for advice and recommendation. Within thirty (30) working days of the occurrence or knowledge of the occurrence of the alleged violation of the Agreement, the grievant shall present the grievance in writing to the immediate supervisor.

1. The written grievance shall contain the following minimum information:

- a. The grievant' s name
- b. The date of filing
- c. The date of the alleged violation
- d. The specific Article(s) and Section(s) violated
- e. The specific relief requested

2. Grievances not containing the required information shall be rejected as improperly filed. Such rejection shall not extend the time limits of this Article.

3. The grievant may request a conference with the immediate supervisor.

4. Within ten (10) days of receipt of the grievance by the supervisor, or within ten (10) days of the conference, if requested, the supervisor shall communicate a decision to the grievant in writing. If the supervisor does not respond within the time limit, the grievant may

appeal to the next level.

### Level Two

J. In the event that the grievant is not satisfied with the decision at Level One, a written appeal to the Superintendent or designated representative shall be filed within ten (10) days of the issuance of the Level One decision or the deadline within which such decision was to be made.

1. The appeal shall contain all materials utilized in the first level, including the decision rendered, if any, and a specific and concise statement of the reason for the appeal.

2. The Superintendent or designated representative shall meet with the grievant and the representative, if the grievant so desires, within ten (10) days of the receipt of the appeal.

3. Within ten (10) days of receipt of the appeal or within ten (10) days of the meeting between the Superintendent and the grievant, a written decision and the reasons for such decision shall be transmitted to the grievant. If there is no response within the specified time limit, the grievant may proceed to the next level.

### Level Three

K. In the event the grievant is not satisfied with the decision at Level Two, the grievant shall request in writing that the Exclusive Representative submit a request to the California State Conciliation Service for the assignment of a conciliator in order to assist the parties to achieve a satisfactory resolution of the grievance.

1. The request shall be made within ten (10) days of the issuance of the Level Two decision or the deadline within which such decision was to be made.

2. If a conciliator is not available within a time acceptable to the grievant, the

grievance may proceed to the next level.

3. If a satisfactory resolution of the grievance is not achieved within ten (10) days following the first meeting with the conciliator, the grievant may proceed to the next level.

L. The Association and the Superintendent may both agree to bypass Level Three and go directly to Level Four.

#### Level Four

M. If a satisfactory resolution is not achieved within ten (10) days following the meeting with the conciliator, the grievant may proceed to the next level.

N. Arbitration hearings shall be conducted in accordance with the provisions of Level Four of this Article. Board members may attend arbitration hearings as observers. All arbitration hearings shall be held within the District.

O. If the grievant is not satisfied with the result at Level Three, the Exclusive Representative may, within ten (10) days, submit the grievance to Arbitration by requesting a panel of arbitrators from the California Service. The parties shall alternately strike names from the list until there is one remaining who shall be selected as arbitrator. This does not preclude the parties from mutually agreeing upon an arbitrator. If the grievant is satisfied with the result at Level Three, or any prior level, the Exclusive Representative is barred from the arbitration procedure.

P. The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issue(s). The arbitrator shall have no power or authority to recommend or resolve any of the following:

1. The termination of services or failure to reemploy a probationary employee.

2. The classification of an employee as probationary.

3. The termination of services or failure to reemploy an employee in a position for which extra compensation is received.

4. The content of the employee's evaluation.

5. The District's right to promulgate rules, policies, or procedures for the implementation of this Agreement.

Q. After a hearing on the merits of the grievance, the arbitrator shall render a written decision which sets forth findings of fact, reasoning, and conclusions on the precise issue(s) submitted. The arbitrator shall be limited as follows:

1. Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated this Agreement and shall not substitute the arbitrator's judgment for that of the District.

2. The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Agreement.

3. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

4. The arbitrator's award may include restitution, financial reimbursement, or other proper remedy except fines, damages, or penalties.

R. The decision of the arbitrator will be submitted to the Board and the Association.

S. The parties shall share the per diem and expense costs of the arbitrator and the American Arbitration Association administration fee. Each party shall bear all costs of its own case.



## ARTICLE XV

### TUBERCULOSIS EXAMINATIONS

A. Examination for tuberculosis will be required every four (4) years. The District will arrange for reasonable initial examination and renewal examinations. If the unit member avails himself/herself of the District arrangements, the District will pay for the examination. If the unit member does not avail himself/herself of the District arrangements, the cost of the examination will be borne by the unit member.

## ARTICLE XVI

### CONCERTED ACTIVITIES

A. It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities (including supervision of extra-curricular activities, attendance at parent conferences and open-house, and other activities usually occurring after the regular school day), or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, unless otherwise specified in Article XXI (Duration), including any request to or compliance with the request of any other labor organizations to engage in such activity.

B. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

C. The provisions of this Article shall be suspended during reopener negotiations in 2014-2015 or 2015-2016 only if the District unilaterally imposes terms of employment consistent with its last best offer after the completion of impasse procedures and following efforts to settle after fact-finding procedures (i.e., at "second impasse"). In addition, the prohibition on "picketing" shall also be suspended at any time during reopener negotiations.

## ARTICLE XVII

### MISCELLANEOUS PROVISIONS

A. The matters contained within this Agreement are, to the extent authorized by law, the entire agreement between the parties on those matters falling within the scope of representation, including those matters proposed and subsequently withdrawn, those which could have been proposed but were not, and those which, had the subject matter been known to or contemplated by either party at the time they met and negotiated on and executed this Agreement, might have been proposed.

1. It is understood and agreed that as to all such matters there shall be no duty to meet and to negotiate further for the term of this Agreement.

2. The Board shall not reduce or eliminate any benefits or professional advantages as defined by scope of representation in Government Code Section 3543.2 which were enjoyed by employees as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement.

3. Any individual contract between the Board and a bargaining unit member hereafter executed shall not violate any terms or conditions of this Agreement.

B. The specific provisions of this Agreement shall prevail over any District past practice or procedure.

1. The parties agree that any understanding or interpretation of this Agreement which is not consistent with the specific terms of this Agreement is not precedential.

2. Rules which are designed to implement this Agreement shall be applied uniformly and consistently to all unit members.

C. In the event that any portion of this Agreement is found to be unlawful by a court of

competent jurisdiction, invalidated by a State or Federal Agency with jurisdiction, or invalidated by any legislative enactment which becomes law, the rest of the Agreement shall remain in full force and effect. The parties shall, on appropriate notice, meet to negotiate over the affected provisions.

## ARTICLE XVIII

### DISTRICT RIGHTS

A. It is understood and agreed that the powers and responsibilities to direct, manage, and control the operations and affairs of the District are reserved exclusively to the District and the Board, except as they are limited in the manner and to the extent authorized by law.

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

## ARTICLE XIX

### DURATION

A. Except as specifically provided otherwise herein, the effective dates of this Agreement shall be from July 1, 2013 through June 30, 2016 and shall continue in effect from year to year thereafter unless amended, modified or terminated as provided below:

Any party wishing to amend, modify or terminate this Agreement shall send written notice to the other party of its intentions to do so no sooner than April 30, 2015, and 2016. Thereafter the parties shall meet and negotiate in a good faith attempt to reach a successor collective bargaining agreement. Upon request from the Association the topics of (1) the Federal Impact Aid Reserve Impound Fund and (2) accounting for the Unfunded Liability in health insurance for retirees shall be part of the negotiations process.

B. For 2014-2015 both parties may re-open up to three (3) Agreement articles (except articles III and IV, which require the trigger formula to reopen). For 2015-2016 both parties may re-open up two (2) Agreement articles in addition to III, IV, and V.

## ARTICLE XX

### PEER ASSISTANCE/PEER REVIEW, PEER COACHING, AND BTSA PROGRAMS

#### A. PREAMBLE AND PURPOSE

The California Peer Assistance and Review Program (PAR) for Teachers provide a mechanism by which exemplary teachers assist other teachers in the areas of teaching methods and instruction. The Association and the District are continuously striving to provide the highest possible quality of education for students. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance/coaching. Teachers, both recommended and volunteered to the program, are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

Definitions:

**Beginning Teacher (BT)**, a teacher new to teaching and/or the District who is fully credentialed or close to being fully credentialed.

**Intern, Preliminary, Emergency Teacher (IT)**, a teacher new to teaching and/or the District who holds an intern, preliminary, or emergency credential.

**Participating PAR Teacher (PPT)**, an experienced teacher with permanent status who has been referred to the PAR Program as a result of receiving an unsatisfactory rating pursuant to Education Code §44664.

**Volunteer Teacher (VT)**, a teacher with permanent status who volunteers to participate in the PAR Program for the purpose of peer assistance only.

**Peer Coach (PC)**, a consulting teacher who provides assistance to a Participating PAR (PPT) pursuant to the PAR Program requirements or who provides assistance and support to a newly-hired teacher who holds an intern, preliminary, or emergency credential (IT) and meets the same criteria as a BTSA Support Provider. A Peer Coach also provides assistance to any Volunteer Teacher (VT) as well.

**Support Provider (SP)** an experienced teacher who provides assistance and support to a newly-hired credentialed teacher (BT) and that meets the criteria as outlined in the BTSA Program.

The Peer Assistance and Review (PAR), which includes Peer Coaching and Beginning Teacher programs, shall address professional development needs of teachers in the District who are:

1. New to teaching and/or the District on probationary status.
  - a. The Beginning Teachers Support and Assessment Program (BTSA) is for teachers who have completed their preliminary teaching credential or who need to clear a California credential.
  - b. PAR is to be utilized as a District intern program for teachers with emergency credentials.
2. Experienced teachers on permanent status in the District.
  - a. Peer Coaching is for teachers who have volunteered for assistance or coaching.
  - b. PAR is for teachers who are referred as a result of an evaluation performance review.



## B. THE JOINT TEACHER/ADMINISTRATOR REVIEW PANEL

### 1. Membership:

The Joint Teacher/Administrator Review Panel, hereafter referred to as

"Review Panel" shall consist of five (5) members.

- a. Members of the Review Panel will include three certificated teachers, one from each category: TK-5th grade, 6th - 8th grade, 9th -12th. They shall be elected by other teachers. Qualifications for teacher PAR Panel members will be the same as for Peer Coaches. Only permanent teachers are eligible. PAR Panel members will serve three-year terms. Teacher members may not serve more than two consecutive terms. Two Panel Members will be appointed by the District.
- b. If a member of the Review Panel leaves the Panel prior to the completion of his or her term, the vacant position shall be filled for the remainder of the term in the same manner by which the departed member was originally chosen or designated.

### 2. Organization.

- a. The Review Panel will establish its own Rules and Operational procedures to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is any inconsistency, the Agreement will prevail.
- b. The Review Panel will, by majority vote, establish the method for selecting a Chairperson, a teacher, who will serve one-year term.

- c. The Review Panel shall establish its own meeting schedule as it deems necessary to perform its functions.
- d. To hold meetings, four of the five members of the Review Panel must be present. Such meetings shall normally take place during the regular teacher workday. Teachers who are members of the Review Panel shall be released from their regular duties to attend meetings, without loss of pay or benefits.
- e. Joint Review Panel Members shall be compensated at \$2,000 per school year. If a panel member fails to complete a year the stipend will be prorated at a rate determined by the Review Panel.

3. Joint Teacher/Administrator Review Panel will endeavor to make decisions by consensus. If the attempt to achieve consensus is unsuccessful, decisions of the committee shall be made by a vote of at least three panel members.

4. Responsibilities.

- a. Coordinate, monitor, and evaluate all aspects of PAR/Peer Coaching program;
- b. Select the list of Peer Coaches and BTSA Support Providers for any school year.
- c. Establish its own rules of procedure and operation;
- d. Arrange annual training for the Review Panel members;
- e. Select trainers and/or training providers;
- f. Arrange for training of Peer Coaches, and BTSA Support Providers prior to participation in the program;

- g. Send written notification of the various components of the PAR program to target teacher groups and site administrators;
- h. Make available the list of Peer Coaches and BTSA Support Providers (when possible) for selection by the Participating Teacher; List will also be permanently available on the intranet.
- i. Adopt Rules and Procedures, either by consensus or majority vote, to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail;
- j. Distribute a copy of the adopted Rules and Procedures of the Review Panel to all bargaining unit members, administrators, and Board of Trustees at the beginning of each school year;
- k. Establish an annual budget within the funding provided by the State which will be submitted to the Board for approval;
- l. Establish a procedure for application for Peer Coaches and BTSA Support providers.
- m. Establish an application form to be completed for any teacher participating in the PAR program;
- n. Determine the number of Peer Coaches and BTSA Support Providers in any school year, based upon participation in the program, the budget available and other relevant considerations;
- o. Review the final report prepared by the Consulting Teacher and make recommendations to the District Board of Trustees regarding the

Referred Participating Teacher's progress in the program, including informing the Board of the names of Participating Teachers who the Review Panel determines have not demonstrated "satisfactory improvement" after receiving "sustained assistance" from a Consulting Teacher;

- p. Evaluate the impact of all the components of the Peer Assistance/Peer Review and BTSA programs on a regular basis to make improvements and modifications as needed;
- q. Make other decisions as necessary for the successful operation of the PAR program.

#### 5. Confidentiality.

All proceedings and materials related to evaluations, reports and other personnel matters as a result of participation in any component of the PAR Program shall be strictly confidential. Therefore, the Review Panel members, Peer Coaches, the Participating PAR Teacher, and the Principal (or designated evaluator) may disclose such information only as necessary to administer this Article.

#### 6. Status and Liability.

- a. Functions performed by unit members under this Article shall not constitute either management or supervisory functions as defined by sub-divisions (g) and (m) of §3540.1 of the Government Code.
- b. The District agrees to indemnify and hold harmless any unit member who is a BTSA Support Provider, Intern Coach, Consulting Teacher, and Review Panel member against any claims, causes of action, damages,

grievances, administrative proceedings or any other litigation as a result of participation in the PAR Program.

- c. Unit members who are Peer Coaches and BTSA Support Providers, Intern Coaches, and Review Panel members shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3,6 (commencing with §810) of Title 1 of the Government Code.

### C. PEER COACHES

1. A Peer Coach is a teacher who provides assistance to a Participating PAR Teacher pursuant to the PAR Program requirements. A Peer Coach also coaches VTs and ITs. The qualifications for the Peer Coach shall be set forth in the Review Panel Rules and Procedures, provided that the following shall constitute minimum qualifications;

- a. Be a credentialed teacher with permanent status;
- b. Have substantial recent experience in instruction;
- c. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills both orally and in writing, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in difference contexts;
- d. Have ability to work cooperatively and effectively with others.

2. In order to fill a position of Peer Coach, a notice of vacancy will be posted at all sites, online (and sent via email) and in the District Office. In addition to submitting an application form, each applicant is required to submit three references from individuals with specific knowledge of his or her expertise, as follows:

- a. A reference from a building principal or immediate supervisor;
- b. A reference from an Association representative;
- c. A reference from another teacher.

All applications and references shall be treated with confidentiality.

3. Peer Coaches shall be selected by a majority vote of the Review Panel after one or more representatives of the Panel have conducted site visitations and a observation of all final candidates. Interviews by the Review Panel shall also be part of the selection process.

4. Peer Coaches will be trained to both offer peer assistance and to understand the specific functions of the PAR/BTSA programs. The Review Panel will monitor and evaluate the effectiveness of the Peer Coach and will make decisions regarding their continuation in the program. The Review Panel may remove a Peer Coach from the position at any time because of the specific needs of the PAR/BTSA programs, inadequate performance of the Peer Coach or other just cause. Prior to the effective date of such removal, the review Panel will provide the Peer Coach with a written statement of the reasons for the removal, and at the request of the Peer Coach, will meet with him/her to discuss the reasons.

5. Expenditures for the PAR/BTSA programs shall not exceed revenues received from BTSA funds and funds made available through the passage of AB 1X without mutual agreement of the parties.

6. The Review Panel will determine the number of Peer Coach based upon participation in the PAR/BTSA programs, the budget available and other relevant considerations.

7. The term of the Peer Coach shall normally be three years.

8. Peer Coach shall assist participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating PAR Teacher.

9. The Peer Coach shall meet with the Referred Participating PAR Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the written assistance plan and process for determining successful completion of the PAR Program.

10. The Peer Coach shall conduct multiple observations of the Participating PAR Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.

11. The Peer Coach shall monitor the progress for the Referred Participating PAR Teacher and shall provide periodic written reports to the Referred Participating PAR Teacher for discussion and review.

12. The Peer Coach shall continue to provide assistance to the Referred Participating PAR Teacher until he or she concludes that the teaching performance of the Participating PAR Teacher is satisfactory, or that further assistance will not be productive. A copy of the Peer Coach's report shall be submitted to and discussed with the Referred Participating PAR Teacher to receive his or her input and signature before it is submitted to the Review Panel. The Participating PAR Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report.

13. The Peer Coach shall submit a final report to the Review Panel. The Referred Participating PAR Teacher shall have the right to submit a written response, within 20 days, and have it attached to the final report. The Referred Participating PAR Teacher shall also have the right to request a meeting with the Review Panel, and to be represented at this meeting by the

Association representative of his or her choice. The representative may not be a Review Panel member.

14. The results of the Referred Participating Teacher's participating in the PAR Program shall be made available for placement in his or her personnel file, and shall be made available as part of the evaluation of the Referred Participating Teacher.

15. The PAR Program encourages a cooperative relationship between the Consulting Teacher, Participating Teacher and the Principal with respect to the process of peer assistance and review. Prior to working with a Participating Teacher, the Consulting Teacher will meet with the principal or immediate supervisor to review and discuss the basis for referral to the PAR Program.

16. At the request of the Participating PAR Teacher or the Peer Coach, the Review Panel may assign a different Peer Coach to work with the Participating PAR Teacher at any time during the year.

17. In addition to the regular salary, a Peer Coach will receive remuneration as follows:

- a. Release time to work with teachers and train.
- b. \$100 per day for required PAR training when training occurs outside of the instructional day.
- c. (For PAR) \$1,500 per PPT with a maximum of three per year.
- d. For the duration of this Agreement, the Beginning Teacher Support and Assessment (BTSA) Support Provider stipend shall be \$1,500.00 per participating teacher assigned to the Support Provider.



- e. Peer Coaches (PAR or BTSA) will earn their individual hourly rate per hour for ITs and VTs when providing coaching outside of the regular instructional day. Certificated extra hours 'time sheets will be submitted to the site office manager no later than the 15th of every month. Hours and projects must be approved by the panel.

#### D. RECIPIENT TEACHERS

1. A Recipient PAR teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. There are four categories of Recipient Teachers.

- a. Beginning Teacher Participants (BT).

- (1) In order to assist new unit members successfully begin their careers in the District, all newly-hired unit members with less than two full years of fully credentialed teaching experience will be required to participate in the new teachers component of the PAR/BTSA program.

- (2) A teacher new to teaching and/or the District who is fully credentialed.

- b. Intern, Preliminary, or Emergency Credential Participants (IT).

- (1) All unit members who possess an Intern Credential, a Preliminary Credential, or Emergency Credential are required to participate in the PAR/BTSA program.

- (2) The PAR/BTSA program for beginning unit members will be the Beginning Teacher Support and Assessment Program (BTSA).
- (3) All new unit members will be assigned a trained BTSA Support Provider (SP) or a Peer Coach (PC) from the PAR/BTSA program.
- (4) Guidelines for the BTSA Support Provider and Consulting Teacher will be developed and distributed by the Review Panel.

c. Volunteer Teacher Participants (VT).

- (1) A Volunteer Participating Teacher is a teacher with permanent status who volunteers to utilize PAR services in order to enhance teaching skills. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for coaching and mentoring only. The Peer Coach shall not participate in a performance review of the VT, unless specifically requested by the participant for his or own use.
- (2) The Volunteer Participating Teacher may terminate his or her participation in the PAR Coaching Program at any time.

d. Participating PAR Teacher (PPT).

- (1) A PPT, an Experienced/Referred Participating Teacher, is a teacher with permanent status who exhibits serious job-related deficiencies, and has received an Unsatisfactory by the Principal or Evaluating Supervisor on the Certificated Final

Summary Evaluation Report. All permanent teachers receiving such a rating will be required to participate in the PAR Program. The purpose of the program is to help veteran teachers in need of development in subject matter knowledge or teaching strategies or both.

- (2) An Experienced/Referred Participating Teacher may select his or her Peer Coach from the list provided by the Review Panel. A different Peer Coach may be selected to work with the PPT at any time during the process if requested by either the participant or coach with the approval of the Review Panel.
- (3) The PPT will be provided assistance by the Peer Coach from semester to semester; following each full semester or ninety (90) days, whichever is greater. The Peer Coach shall indicate whether the PPT is benefiting from the assistance and whether or not further assistance will be productive. A copy of the report shall be provided to the PPT who shall have the right to submit a written response to the final report. The PPT shall also have the right to request a meeting with the PAR Panel to discuss the report and to be represented at this meeting.
- (4) Documents and writings related to an employee's participation in the PAR Program are regarded as personnel matters and shall be subject to the personnel record

exemption of the Public Records Act (Government Code section 6250 at seq.). Except for a Consulting Teacher's final report regarding an employee's participation in the PAR Program pursuant to Education Code section 44500(b)(7), the Joint Panel's recommendation to the Board of Trustees regarding PAR Program participants pursuant to Ed Code section 44502(a), and any management follow-up evaluation and assessment of performance by the employee's Principal or designated evaluator, all other documents relating to participation in the PAR Program shall be maintained in a separate file.

- (5) The assistance provided by a Peer Coach shall not involve the participation in nor the conduction of the evaluation and assessment of the performance of the PPT, that is set forth in Article XII of the Collective Bargaining Agreement. The Peer Coach shall focus on the specific areas recommended for improvement by the PPT's Principal (or designated evaluator) based upon the unsatisfactory rating or ratings in the performance evaluation that resulted in the referral to the PAR program.
- (6) As soon as possible following the assignment of a Peer Coach by the PAR Panel, the Peer Coach, Principal (or evaluator) of the PPT, and the PPT shall meet and discuss the areas

recommended for improvement. Thereafter, the Peer Coach shall independently prepare a Plan of Consultative Assistance and time line which are consistent with the provisions of the Article and Ed Code section 444500(b)(2), (3), (5), (6), and (7) The projected completion date for the time line will be included within the Plan of Consultative Assistance. The Plan shall:

- 1) Outline scheduled observations by the Peer Coach and any release time requirements for the Peer Coach's activities related to implementing the Plan such as:
  - a) Professional development and observation of exemplary teachers;
  - b) Release time for professional development and observation of exemplary teachers; and
  - c) Subject matter conferences.
- 2) Include:
  - a) Performance goals for PPT;
  - b) Appropriate observation scheduling and practices;
  - c) Methodology to create a cooperative relationship with PPT's Principal

- d) Staff development activities that may assist in improving a PPT's skills and knowledge
- 3) Provide for written peer review reports to be submitted to the PAR Panel at least every four weeks. A copy of each report shall be provided to the PPT at the time of submission to the PAR Panel. As a part of the monitoring process, the Peer Coach may be required to meet with the Panel to discuss the progress of the PPT.
- 4) Be submitted to the PAR Panel for final development and approval.
- 5) The Peer Coach's final report regarding a PPT's participation in the PAR program for the school year shall be submitted to the PAR Panel not later than ten (10) days prior to the end of the time-line specified in the Plan of Consultative Assistance. The report shall describe the measures of assistance provided to the PPT and shall describe the results of the assistance in the area or areas recommended for improvement. A copy of the Peer Coach's report shall be given to the PPT at

least ten (10) days before the report is made to the PAR Panel.

## ARTICLE XXII

### YEAR-ROUND EDUCATION

This Article addresses issues that are specific to unit members assigned to multi-track year-round education. This Article may be reopened at the time of implementation of year-round education for the purpose of addressing concerns specific to the District's plan.

A. The year-round school year shall include a maximum of one hundred eighty (180) instructional days and four (4) set-up days. The set-up days are paid, nonscheduled days, mutually agreed upon by the unit member and supervisor and may include Saturdays, Sundays, or holidays. Teachers are to be ready to meet their class the first day back from each intersession or recess. In the event that a plan is selected that requires a shortened year, then the instructional day shall be lengthened to compensate for that shortened year.

1. A minimum day at the beginning and end of each track shall be provided to permit the setting up and taking down of classroom materials. The instructional day shall be lengthened to compensate for the minimum day or taken in lieu of spring conference days (to be determined when the academic calendar is established).

2. Inservice days will be contiguous with track assignment or at a unit member's option; teachers on intersession will not be required to attend.

#### B. Transfers/Reassignments

1. A "reassignment/transfer" shall be defined within this Article to mean the movement of a unit member to a different track sequence at his/her existing site or at a different work site. The movement from one subject area or grade level to another subject area or grade level within the unit member's existing track sequence at the same site is a reassignment, covered in Article IX (Assignment and Reassignment), of this Agreement.



2. A unit member on year-round education schedule may submit to the District a request for transfer. Such request may be submitted at any time and will remain on file until revoked in writing by the unit member.

3. Article X (Vacancies), will be followed in filling vacancies in the year-round education program.

4. Involuntary Transfers/Reassignments

a. Involuntary transfers/reassignments will be made in accordance with provisions of Articles IX (Assignment and Reassignment), and XI (Transfers). If transfer becomes necessary under the terms of this Article, the District shall actively seek volunteers prior to making any involuntary transfer.

5. Vacancies

a. Vacancies in year-round education teaching positions will be filled in accordance with Article X (Vacancies). Notifications will be mailed to all off-session unit members.

6. No assignment to fill a vacancy shall be made until after the closing date for applications.

C. Evaluation procedures shall be conducted in accordance with the provisions of Article XII (Evaluation Procedure).

1. Unit members teaching in a multi-track year-round education program shall select or develop tentative instructional goals and objectives for each school year and submit them to the evaluator for approval no later than thirty (30) instructional days from the beginning of his/her initial track session each year.

2. All other provisions of Article XII (Evaluation Procedure), shall apply to the evaluation of unit members on a year-round education schedule.

D. Room assignments

1. Unit members shall be assigned whenever possible to a single work site (school).

2. The District shall make every reasonable attempt when making assignments to avoid room changes within the instructional session.

3. Should such an assignment become necessary, it shall occur only under the conditions that follow:

a. The District shall first seek volunteers.

b. If there are no volunteers, the final decision on such an assignment shall be made on a fair and equitable basis.

E. Unit members on off-track status will be permitted to substitute for on-track teachers; however, not to exceed forty-five (45) days per academic year.

1. Teachers who wish to substitute during their intersessions may do so with the following compensation:

a. Within area of credential and grade level experience: rate determined by step 00, column 01.

b. Other grades short-term not exceeding ten (10) consecutive days: daily sub pay plus twenty-five dollars (\$25).

c. Other grades long-term ten (10) or more consecutive days: long-term sub pay plus twenty-five dollars (\$25).

2. Unit members who wish to be called as substitutes during intersessions must submit their names to the Personnel Office prior to going on each intersession.

3. Unit members on the substitute list will be given the first right of refusal.

Substitute assignments will be made generally on a rotational basis.

F. Flexible scheduling

1. A unit member teaching in an on-track assignment will be permitted to exchange up to a full intersession with a unit member who is credentialed to teach the on-track teacher's assignment and who is at the time in intersession on an off-track assignment or on a break from the traditional calendar. The unit member may appeal in writing through the site administrator to the Superintendent for additional exchange days.

2. An exchange arrangement will be agreed to between the two teachers and signed by each and approved by the site administrator.

a. The District shall be notified by the on-track teacher three (3) days prior to the exchange period. Such arrangements shall not impact other leaves set forth elsewhere in this Agreement. The District may agree to waive the three- (3) day notice requirement on a case-by-case basis.

b. It shall be the responsibility of the unit members who agree to an exchange to fulfill their obligations as agreed.

3. A unit member's contract, by mutual consent, may be extended for intersession instruction on a special program assignment, not to exceed a maximum of forty-five (45) additional days. Intersession compensation shall be based on the daily rate of the unit member.

a. No unit member shall be required to teach intersession programs, but consideration shall be given to current unit member applicants before making offers of employment to credentialed qualified non-

unit-member candidates.

- b. Intersession assignments designed for make-up work shall include no more than three (3) grade levels per assignment and at class size limits as described in Article VII (Class Size).
- c. Intersession programs may be designed by either the District or by individual teachers. If the program is teacher-designed, it shall be submitted to the District for approval. The application shall include:
  - 1) a letter of application to the District
  - 2) a course description of the class to be taught
  - 3) goals and objectives of the class, together with a statement of the methods to be used
- d. Potential vacancies for District-designed intersession programs will be posted by the District in accordance with Article X (Vacancies).

Notifications will be mailed to all off-session unit members.

G. Working conditions shall be described as follows:

- 1. A unit member on a year-round education track who moves from one room to another following each intersession will be provided with a locked storage cabinet that will be moved by District personnel.
- 2. Each classroom will have an inventory of standard equipment and instructional materials that are permanently housed in the classroom. Unit members will be responsible for all equipment and materials on the inventory list during the time they are assigned to the room and must account on a District-provided form for all the materials and equipment each time they go on intersession.

3. All year-round classrooms and other inside areas used by students and teachers shall have operative cooling and heating systems.

4. Notice that a change in schedule for a school is under consideration shall be given to the Association and the unit members at the time that or before a final decision is made to move from regular to year round, or from one year-round system to another. This notice shall be given in a timely manner which will allow for negotiations or input as appropriate.

5. Unit members shall be notified by June 1 of their tentative assignments (track, grade, and subject) for the following year, and promptly notified of subsequent changes in their assignments.

#### H. General Provisions

1. No unit member shall be required to teach more than the number of instructional days and minutes in the traditional program.

2. Unit members agreeing to extend their instructional days and minutes will be given priority for placement in available positions.

3. No unit member will be required to write lesson plans or give grades for any classes or tracks other than those assigned.

4. Unit members assigned to a year-round program will have their children assigned to the same track if so desired.

5. Unit members at the year-round school who have spouses employed by the District will be given same track assignments if so desired and whenever possible.

6. Step and column advancements and anniversary and Master's stipends will be effective July 1.

7. Unit members shall have their salary adjusted retroactively to the beginning of their initial track upon submission of additional units.

## ARTICLE XXII

### AGENCY FEE

The District recruitment brochures and notice of employment shall inform prospective employees of the Agency Shop provision.

A. Any unit member who is a member of DATA/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Any unit member who is a member of the Association or becomes a member shall maintain such membership for the duration of this Agreement.

B. Any unit member who is not a member of DATA/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Paragraph A of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Paragraph A of this Article, the Association

shall so inform the District, and the District shall immediately begin automatic payroll deduction as set forth in Paragraph A of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

C. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support DATA/CTA/NEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, a sum equal to such service fee to one of the following non-religious, non-labor, organizations or charitable funds exempt from taxation under Section 501(C)(3) of Title 26 of the Internal Revenue Code:

1. Foundation to Assist California Teachers
2. United Way (participants that meet the above criteria)
3. American Heart Association
4. American Cancer Society
5. Martin Luther King, Jr. Fund
6. DATA Scholarship Fund
7. Burros Boosters
8. School site PTA

Such payment shall be made on or before October 1 of each school year.

D. Proof of payment and a written statement of objections along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Paragraph C, above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Paragraphs A and B, above. Proof of payment shall be in the



form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1 of each school year.

E. Any unit member making payments as set forth in Paragraphs C and D, above, and who requests that the grievance or arbitration provisions of this Agreement be used on his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

F. With respect to all sums deducted by the District pursuant to Paragraphs A and B, above, whether for membership dues or agency fees, the District agrees promptly to remit such moneys to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

G. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

H. Unit members paying either their Association dues or a fair share fee by cash directly to the Association shall have their cash dues or fees paid by October 1 of each subsequent year after initial enrollment.

I. The Association and the District hereby agree as follows:

1. The Association agrees to pay to the District all legal fees and legal costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or the implementation thereof, provided that the Association shall have the exclusive right to decide and determine whether any such action shall

be compromised, resisted, defended, tried, or appealed.

2. The Association shall indemnify and hold harmless the District, its officers, agents, and employees from any award, compromise, damages, or liability arising out of any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement (or their implementation) provided that the Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to shall be compromised, resisted, defended, tried, or appealed.

## ARTICLE XXIII

### DISCIPLINARY SUSPENSION

A. Discipline (disciplinary action) is defined as suspension without pay not to exceed fifteen (15) work days. No discipline shall be imposed without just cause and due process.

B. Behaviors resulting in discipline are, for example:

1. Possession of opened alcoholic beverage container, or drinking of alcoholic beverage, or being intoxicated while on the job, or unauthorized use of narcotics or habit forming drugs not prescribed by a licensed physician.

2. Excessive, repeated, or unexcused absence or tardiness.

3. Abuse of leave privileges.

4. Abusive conduct toward employees, pupils, or public.

5. Administration of corporal punishment.

C. A unit member shall be entitled to Association representation at any meeting which is likely to result in a disciplinary action against the unit member. However, unavailability of such representation shall not unreasonably delay the imposition of discipline.

D. There shall be no suspension imposed or Notice of Suspension given until the unit member and his or her representative, if requested, have been given the opportunity to review the matter with the Superintendent or designee. However, in an emergency situation demanding prompt action, an immediate suspension with pay may be imposed, with the administrative review to occur as soon as possible thereafter.

E. Following the administrative review by the Superintendent or designee (which shall occur whether or not the unit member avails himself or herself of the opportunity to a meeting under Paragraph C, above), the Superintendent or designee may decide to issue a

Notice of Suspension.

F. A Notice of Suspension shall provide the following information:

1. A statement of the cause, including the date(s) upon which said specific act(s) or omission(s) occurred.

2. The date(s) upon which the suspension is to be imposed.

3. A statement advising the employee of his or her right to challenge the suspension without pay under the arbitration procedures of this Article, defined in Paragraphs G and H, below.

4. The provisions of Article XIII (Personnel File), shall be followed relative to the investigation.

G. Any challenge to a suspension without pay must be filed within five (5) working days after issuance of the Notice of Suspension.

H. Within five (5) days of the issuance of the Notice of Suspension, the Association may submit the disciplinary action to expedited binding arbitration under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association.

I. The arbitrator's authority shall be limited to the determination of whether or not the suspension was for an appropriate reason for just cause and whether due process was followed, and if not, what is the appropriate remedy.

J. The decision and award of the arbitrator shall be submitted to the Exclusive Representative and the Board for review and implementation.

K. Cost for the service of the arbitrator, including, but not limited to, per diem expenses, travel, and reasonable subsistence expenses, and the cost of any hearing room, shall be borne equally by the District and the Association. All other costs shall be borne by the party

incurring them.

L. The parties agree that if the arbitrator who is selected by the alternate striking procedures of the American Arbitration Association is not available within thirty (30) days of the Notice of Suspension, then the arbitrator shall be determined by the American Arbitration Association selecting the arbitrator with the earliest available date for hearing.

NOTE: The parties would first participate in the "striking" of names process. In the event that none of the remaining names are available, the American Arbitration Association would be asked to make an appointment.

M. No part of this Article shall be subject to the provisions of Article XVI (Grievance Procedures), as defined above.

N. Proceedings under this Article may be undertaken independently of the evaluation procedure of Article XVI.

O. This Article is adopted under the authority of Government Code Section 3543.2(b) and is intended to apply in lieu of the District's right to suspend employees under Education Code Section 44934. Nothing in this Article shall limit the District's right to institute dismissal and immediate suspension and mandatory leave of absence proceedings as set forth in the other provisions of the California Education Code (including, but not limited to, Section 44939, et seq.). Nor shall discipline under this Article be regarded as a precondition to proceedings under the California Education Code.

P. All disciplinary actions, appeals, and related proceedings shall be conducted in a confidential manner.

## ARTICLE XXIV

### FULL INCLUSION

Definition: Full inclusion exists when any student in a Special Day Class attends age appropriate regular education classes in his/her home school, for the same number of instructional minutes as his/her peers, with appropriate support and funding.

A. An Individualized Educational Plan (IEP) teams consisting of the full inclusion special education teacher, the general education teacher to whom the student is assigned, a parent or guardian, the site administrator, and any other staff who provide services to the full inclusion student, will be convened to plan the student's program. The IEP team will work with the District SELPA to provide the services and materials to fund or provide the needs of the full inclusion student.

B. Substitute (release) time as necessary shall be provided to classroom teachers of identified full inclusion students to provide planning time with the assigned special education teacher and other support personnel.

C. Staff development/in-service shall be provided with substitute (release) time as needed by specific student's IEP for teacher with full inclusion students.

D. Each full inclusion site shall be supported with full inclusion special education teacher as a resource. Instructional aide time will be assigned to support the full inclusion student in relation to the student's IEP. The responsibility for the support of individuals with special needs in the regular educational setting will rest with the IEP team. The implementation of a Full Inclusion Program shall not be utilized as a defense for a reduction in staff.

## ARTICLE XXV

### CATASTROPHIC LEAVE BANK

#### A. Creation

1. The Association and the District agree that the Association will create and administer a Catastrophic Leave Bank effective the 1995-96 school year. The Catastrophic Leave Bank shall be funded in accordance with the terms of Paragraph B, below.

2. For the purposes of this Article, a "day" shall be any day a unit member is expected to be on duty as determined by the terms of this Agreement.

3. Days in the Catastrophic Leave Bank shall accumulate from year to year.

4. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.

5. The Catastrophic Leave Bank shall be administered by a three- (3) member Catastrophic Leave Bank Committee appointed by the Association. The terms of the Committee shall be staggered three- (3) year terms. Initial appointments shall be for one (1) year, two (2) years, and three (3) years.

#### B. Eligibility and Contributions

1. All unit members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank.

2. Participation is voluntary, but requires contribution to the Bank in order to use the Bank. Only contributors will be permitted to withdraw from the Bank.

3. Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible have a waiting period of thirty (30) calendar days after joining the Bank before becoming eligible to withdraw from the Bank.

4. The contribution, on the appropriate form, shall be authorized by the unit member and continued from year to year until canceled by the unit member.

5. Cancellation occurs automatically whenever a unit member fails to make his/her annual contribution or assessment. Cancellation, on the proper form, may be effected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of the cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member effects cancellation.

6. Contributions shall be made between July 1 and October 1 of each school year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The Association shall supply enrollment forms for the Catastrophic Leave Bank to all new unit members and those unit members returning from leave.

7. The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code 44043.5.

- a. An additional day of contribution will be required of participants if the number of days in the Bank falls below thirty (30). Catastrophic Leave Bank unit member participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a Catastrophic Leave Bank unit member participant has no remaining sick leave at the time of the assessment, she/he need not contribute the additional day to remain a participant in the Catastrophic Leave Bank. No member will be



assessed more than one (1) additional day in any school year.

### C. Withdrawal from the Bank

1. Catastrophic Leave Bank participants whose sick leave is exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a unit member or a member of the unit member's family for over ten (10) consecutive duty days which requires the unit member to take time off work to care for that family member. If a reoccurrence or a second illness or injury incapacitates a unit member or member of the unit member's family within twelve (12) months, it shall be deemed catastrophic. Thus, a unit member who used the Bank, after exhaustion of sick leave, for twenty-five (25) days to care for her/his spouse who dies of cancer, and, after returning to work, suffers a heart attack, shall be deemed to have a second catastrophic illness and may again withdraw from the Bank.

2. Unit members must use all sick leave as defined in Article VIII, Paragraph B, 1-5, above, available to them before being eligible for a withdrawal from the Bank.

3. Any member who is deemed eligible and is out of leave may apply for assistance upon the Catastrophic Leave Bank Committee review.

4. If a unit member is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the unit member's family.

5. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than thirty (30) duty days. Unit members may submit requests for extensions of withdrawals as their prior grants expire. A unit member's withdrawal from the Bank may not exceed the statutory maximum period of twelve (12) consecutive months. Withdrawals from the Catastrophic Leave Bank shall not exceed a lifetime total of 874 hours, if the employee is

under contract for a full time position of one school year. A part time employee could receive the equivalent of 80% of a school year of their position, calculated by the percentage of time they work (example: 40% employee would be entitled to 40% of 874 hours).

6. Unit members applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential. A unit member's withdrawal may not exceed the statutory maximum period of twelve (12) consecutive months.

7. If a unit member has drawn thirty (30) Catastrophic Leave Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the unit member's expense. The Committee shall choose only a physician who qualifies under the District-offered insurance policy. Refusal to, submit to the medical review will terminate the unit member's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report. The participant may appeal any termination, under the procedures outlined in Paragraph C. 12, below.

8. Leave from the Bank may not be used for illness or disability which qualifies the unit member for Workers' Compensation benefits unless the unit member has exhausted all Workers' Compensation leave, his/her own sick leave, and provided further that the unit member signs over any Workers' Compensation checks for temporary benefits to the District. If there are any Workers' Compensation checks signed over to the District, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the Workers' Compensation payment is equivalent to a regular day of pay at the negotiated rate for that unit

member. If the District challenges the Workers' Compensation claim, the unit member may draw from the Bank, but upon settlement of the claim the Bank shall be reimbursed the days by the District.

9. When the Committee may reasonably presume that the applicant for a draw may be eligible for a Disability Award or a Retirement under STRS or, if applicable, Social Security, the Committee may request that the unit member apply for disability or retirement. Failure of the unit member to submit a complete application, including medical information provided by the unit member's physician, within twenty (20) calendar days of the request shall disqualify the unit member for further Catastrophic Leave Bank payments. Any requests for additional medical information from STRS or Social Security shall be submitted within ten (10) days or the unit member's entitlement to Catastrophic Leave Bank payments will cease. If denied benefits by STRS or Social Security, the applicant must appeal or entitlement to the Catastrophic Leave Bank shall cease.

10. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the unit member, in writing, of the reason for the denial.

11. Withdrawals shall become effective immediately upon the exhaustion of sick leave or the waiting periods provided for in Paragraphs B.3 and C.3, whichever is greater. For example, if a unit member contributed when first eligible to contribute (Paragraph B.3) and had ten (10) days of accumulated sick leave when the illness began (Paragraph C.3), she/he shall begin withdrawing upon the eleventh (11th) duty day, if otherwise eligible. If the unit member

had fifteen (15) days of sick leave at the beginning of the illness, she/he shall begin withdrawing days on the sixteenth (16th) duty day. If the unit member had five (5) days of sick leave at the beginning of the illness, she/he shall begin withdrawing days on the sixth (6<sup>th</sup>) duty day.

12. Catastrophic Leave Bank unit member participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within thirty (30) days of denial, appeal in writing to the Executive Board of the Association. The Executive Board of the Association shall hold a hearing within fifteen (15) days. The Executive Board shall issue a confidential written decision within fifteen (15) duty days of the hearing. If the unit member's incapacitation does not allow participation in this appeal process, the unit member's agent or member of the family may process the appeal.

#### D. Administration of the Bank

1. The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the unit member participants, to the Association, and to the District.

2. The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.

3. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.

4. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend

against any appeals of denials.

5. By October 5 of each school year, the District shall verify to the Committee the following:

a. The total number of accumulated days in the Bank on June 30 of the previous school year.

6. By October 5 of each school year, the Committee shall notify the District of the following:

a. The number of days contributed by unit members for the current year.  
b. The names of participating unit members.

7. By the tenth (10th) day of each calendar month, the District shall verify to the Committee the following:

a. The total number of days in the Bank at the beginning of the previous month.

8. By the tenth (10th) day of each calendar month, the Committee shall verify to the District the following:

a. The names of any additional unit members who have joined in accordance with Paragraph B, above.  
b. The names of any unit members who have canceled participation in accordance with Paragraph B, above.  
c. The total number of days added to the Bank by new participants.

9. Any dispute between the Committee and the District as to the accounting of Catastrophic Leave Bank days shall be immediately submitted to binding arbitration without the need to follow earlier steps of the grievance procedure as per Article XVI, Paragraphs J-M.

10. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.

By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Exclusive Representative as the contracting parties; that all actions necessary for the District or the Exclusive Representative to ratify and accept this Agreement as a binding and bilateral agreement have been completed in the manner required by that party and the law; and that this Agreement is hereby entered into without the need for further ratification and acceptance.

SIERRA SANDS UNIFIED  
SCHOOL DISTRICT

DESERT AREA TEACHERS  
ASSOCIATION CTA/NEA

\_\_\_\_\_  
Joanna Rummer  
Superintendent

\_\_\_\_\_  
Barb Walls  
DATA President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kurt Rockwell  
President, Board of Education

\_\_\_\_\_  
Sharlene Paxton  
Negotiations Chairperson

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Ernie Bell  
Negotiations Chairperson

Dated: \_\_\_\_\_

SIERRA SANDS UNIFIED SCHOOL DISTRICT  
 CERTIFICATED SALARY SCHEDULE  
 FOR 2014-15 SCHOOL YEAR

	I	II	III	IV	V	VI	VII
Years	Emer Cred	BA + 15	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
1	36,718	38,047	40,028	42,009	43,990	45,971	47,952
2		39,811	41,792	43,773	45,754	47,735	49,716
3		41,575	43,556	45,537	47,518	49,499	51,480
4		43,339	45,320	47,301	49,282	51,263	53,244
5		45,103	47,084	49,065	51,046	53,027	55,008
6			48,848	50,829	52,810	54,791	56,772
7			50,612	52,593	54,574	56,555	58,536
8			52,376	54,357	56,338	58,319	60,300
9			54,140	56,121	58,102	60,083	62,064
10			55,904	57,885	59,866	61,847	63,828
12				59,649	61,630	63,611	65,592
14				61,413	63,394	65,375	67,356
16				63,177	65,158	67,139	69,120
18				64,941	66,922	68,903	70,884
20					68,686	70,667	72,648
22					70,450	72,431	74,412
24					72,214	74,195	76,176
26					73,978	75,959	77,940

**NOTES**

**BA + 0 through BA+ 14 with credential = \$38,047**

**BA + 60 through BA + 90: Longevity stipend on and after  
 the 30th year of service = \$3,000**

**Master stipend= \$1,500**

**Doctorate stipend= \$2,500**

Step increases = \$1,764 (DOWN)  
 Column increases = \$1,981 (ACROSS)





SIERRA SANDS UNIFIED SCHOOL DISTRICT  
DIFFERENTIAL SALARY SCHEDULE  
2014-2015 School Year

ASSIGNMENT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Varsity Head Coach (Football, Basketball)						
Athletic Director. The AD is paid on tri-annual basis	\$ 2,568	\$ 2,699	\$ 2,836	\$ 2,976	\$ 3,127	\$ 3,283
Varsity Head Coach (all other sports)						
Cheer Advisor. Cheer Advisor is paid on a bi-annual basis	\$ 2,359	\$ 2,473	\$ 2,597	\$ 2,728	\$ 2,866	\$ 3,010
Head JV & Frosh Coach						
All Assistant Coaches, Trainers	\$ 2,142	\$ 2,245	\$ 2,359	\$ 2,473	\$ 2,597	\$ 2,728
ASB Advisor (HS, MS), Band, Yearbook (HS, MS), Newspaper (HS)	\$ 2,142	\$ 2,245	\$ 2,359	\$ 2,473	\$ 2,597	
Performing Arts:						
Stage Band (HS)						
Orchestra (HS, MS)						
Madrigals (HS)						
Vocal Music (HS, MS)						
Drama Adv (HS, MS)						
Drama Techn (HS, MS)	\$ 1,485	\$ 1,561	\$ 1,671	\$ 1,751	\$ 1,838	
Academic Decathlon (HS)						
Mathletes (HS, MS)	\$ 1,285	\$ 1,348	\$ 1,416	\$ 1,487	\$ 1,561	
<b>DEPARTMENT CHAIRS:</b>						
1-20 Sections	\$ 1,571	\$ 1,652	\$ 1,727	\$ 1,818	\$ 1,906	
21-40 Sections	\$ 1,886	\$ 1,976	\$ 2,077	\$ 2,182	\$ 2,291	
41-65 Sections	\$ 2,515	\$ 2,643	\$ 2,760	\$ 2,913	\$ 3,059	
66-99 Sections	\$ 3,146	\$ 3,301	\$ 3,466	\$ 3,638	\$ 3,821	
100 + Sections	\$ 3,931	\$ 4,127	\$ 4,336	\$ 4,550	\$ 4,784	
<b>The following positions do not receive increases with salary schedule changes</b>						
<b>MIDDLE SCHOOL DEPT. CHAIRS</b>	\$ 1,000					
<b>MIDDLE SCHOOL COACHES</b>	\$ 1,000					
<b>ELEM. COMBINATION CLASSES</b>	\$ 2,000					
<b>ELEM. LIMITED ENGLISH (eight or more)</b>	\$ 2,000					
<b>HEAD TEACHER (No Asst. Princ. On Site)</b>	\$ 2,000					
<b>SAT COORDINATORS</b>	\$ 2,000					

## SUMMATIVE EVALUATION OF TEACHING PERFORMANCE

Teacher:	Dates:	Pre:	Observation:	Post:
School Site:	Time:	Grades		
Period covered by this evaluation:				
Status of Teacher: Probationary 1 Probationary 2				
Temporary/Inter, Emergency Permanent Years in District: _____				
Subject:				

**EVALUATION Rating:** 1. Does Not Meet Standards    2. Meets Standards: Satisfactory    3. Meets Standards: Distinguished  
**CSTP Level:** A: Unsatisfactory B: Exploring C: Applying D: Integrating E: Innovating

### STANDARD ONE: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

	A	B	C	D	E	Comments/Evidence
	<b>STANDARD ONE: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</b>	1	2	3		
1.1 Using knowledge of students to engage them in learning						
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests						
1.3 Connecting subject matter to meaningful, real-life contexts						
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs						
1.5 Promoting critical thinking through inquiry, problem solving, and reflection						
1.6 Monitoring student learning and adjusting instruction while teaching						

<b>Satisfactory Definition</b>	
	Uses data from a variety of formal and informal sources to learn about students and guide selection of instructional strategies to meet diverse learning needs.
1.1 Using knowledge of students to engage them in learning	Uses gathered information about students' prior knowledge, cultural backgrounds, life experiences, and interests to support student learning.
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests	Includes connections from subject matter to meaningful, real-life contexts, including those specific to students' family and community.
1.3 Connecting subject matter to meaningful, real-life contexts	Utilizes a variety of strategies including culturally responsive pedagogy, resources, and technologies during ongoing instruction to meet students' diverse learning needs
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs	Guides students to think critically through use of questioning strategies, posing/solving problems, and reflection on issues in content.
1.5 Promoting critical thinking through inquiry, problem solving, and reflection	Makes ongoing adjustments to instruction based on observation of student engagement and regular checks for understanding.
1.6 Monitoring student learning and adjusting instruction while teaching	

**STANDARD TWO: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING**

	A	B	C	D	E	
	1		2		3	Comments/Evidence
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully						
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students						
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe						
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students						
2.5 Developing, communicating, and maintaining high standards for individual and group behavior						
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn						
2.7 Using instructional time to optimize learning						

	Satisfactory Definition
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully	Reinforces positive, responsible, and respectful student interactions. Assists students to resolve conflicts. Seeks to understand cultural perceptions of caring community.
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students	Develops physical and/ or virtual learning environments that reflect student diversity and provide a range of resources for learning. Utilizes a variety of structures for interaction during learning activities that ensure a focus on and completion of learning tasks
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe	Recognizes and addresses safety issues regarding materials, student interactions, and the organization of the learning environments. Implements strategies to establish intellectual and emotional safety in the classroom.
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students	Develops a rigorous learning environment that includes accuracy, analysis, problem solving, and appropriate levels of challenge. Holds high expectations for students. Has an understanding of achievement patterns, and uses scaffolds to address achievement gaps
2.5 Developing, communicating, and maintaining high standards for individual and group behavior	Uses multiple strategies including culturally responsive instruction to develop and maintain high standards for individual and group behavior. Utilizes routine references to standards for behavior prior and during individual and group work.
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	Maintains regular use of routines and procedures that are culturally responsive and engage students in the development and monitoring of norms. Provides positive behavior supports. Responds appropriately to behaviors in ways that lessen disruptions to the learning climate.
2.7 Using instructional time to optimize learning	Paces instruction with students to provide adequate time for instruction, checking for understanding, completion of learning activities and closure.

**STANDARD THREE: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING**

	A	B	C	D	E	
<b>STANDARD THREE: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</b>	1		2		3	Comments/Evidence
3.1 Demonstrating knowledge of subject matter, academic-content standards, and curriculum frameworks						
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter						
3.3 Organizing curriculum to facilitate student understanding of the subject matter						
3.4 Utilizing instructional strategies that are appropriate to the subject matter						
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students						
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content						

	<b>Satisfactory Definition</b>
3.1 Demonstrating knowledge of subject matter, academic-content standards, and curriculum frameworks	Understands and explains the relationship between essential subject matter concepts, academic language, and academic content standards.
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	Adapts instruction in response to knowledge of student development and proficiencies to meet students' diverse learning needs. Ensures understanding of subject matter including related academic language.
3.3 Organizing curriculum to facilitate student understanding of the subject matter	Uses knowledge of curriculum and student readiness to organize and adjust the curriculum to ensure student understanding.
3.4 Utilizing instructional strategies that are appropriate to the subject matter	Selects and adapts a variety of instructional strategies to ensure student understanding of academic language appropriate to subject matter and that address students' diverse learning needs.
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students	Selects, adapts, and utilizes appropriate instructional materials, resources, and technologies for concept and skill development in subject matter. Resources reflect the diversity of the classroom and support differentiated learning of subject matter.
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content	Identifies language proficiencies and English learner strengths in the study of language and content. Differentiates instruction using one or more components of English language development to support English learners. Utilizes information on the full range of students identified with special needs to assess strengths and competencies to provide appropriate challenge and accommodations in instruction.

**STANDARD FOUR: PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS**

	A	B	C	D	E	
	1		2		3	Comments/Evidence
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction						
4.2 Establishing and articulating goals for student learning						
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning						
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students						
4.5 Adapting instructional plans and curricular materials to meet the learning needs of all students						

	Satisfactory Definition
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction	Plans lessons using additional assessment information on student academic readiness, language, cultural background, and individual development.
4.2 Establishing and articulating goals for student learning	Establishes and communicates to students clear learning goals for content that are accessible, challenging, and differentiated to address students' diverse learning needs.
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning	Establishes short- and long-term curriculum plans for subject matter concepts and essential related academic language and formats that support student learning.
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	Plans instruction using a wide range of strategies to address learning styles and meet students' assessed language and learning needs. Provides appropriate support and challenge for students
4.5 Adapting instructional plans and curricular materials to meet the learning needs of all students	Makes ongoing adjustments to instructional plans and uses a variety of materials as the instructional need arises to support student learning.

**STANDARD FIVE: ASSESSING STUDENTS FOR LEARNING**

	A	B	C	D	E	
	1		2		3	Comments/Evidence
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments						
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction						
5.3 Reviewing data, both individually and with colleagues, to monitor student learning						
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction						
5.5 Involving all students in self-assessment, goal setting, and monitoring progress						
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning						
5.7 Using assessment information to share timely and comprehensible feedback with students and their families						

	<b>Satisfactory Definition</b>
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments	Decides on the purpose for assessment and skills to be assessed to select appropriately matched pre-, formative, and summative assessments.
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction	Collects a variety of formal and informal assessment data on student learning.
5.3 Reviewing data, both individually and with colleagues, to monitor student learning	Reviews and monitors a variety of data on student learning individually and with colleagues to identify trends and patterns among groups of students.
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	Uses a variety of assessment data to set student learning goals for content and academic language.
5.5 Involving all students in self-assessment, goal setting, and monitoring progress	Uses a variety of assessment data to set student learning goals for content and academic language.
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning	Uses technology to design and implement assessments, record and analyze results, and communicate about student learning with administration, colleagues, families, and students. Ensures that communications are received by those who lack access to technology.
5.7 Using assessment information to share timely and comprehensible feedback with students and their families	Provides students with clear and timely information about strengths, needs, and strategies for improving academic achievement.

**STANDARD SIX: DEVELOPING AS A PROFESSIONAL EDUCATOR**

	A	B	C	D	E	Comments/Evidence
	1		2		3	
6.1 Reflecting on teaching practice in support of student learning						
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development						
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning						
6.4 Working with families to support student learning						
6.5 Engaging local communities in support of the instructional program						
6.6 Managing professional responsibilities to maintain motivation and commitment to all students						
6.7 Demonstrating professional responsibility, integrity, and ethical conduct						

	Satisfactory Definition
6.1 Reflecting on teaching practice in support of student learning	Engages in reflection individually and with colleagues on the relationship between making adjustments in teaching practice and impact on the full range of learners.
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development	Sets goals connected to the CSTP that are authentic, challenging, and based on self- assessment.
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning	Collaborates with colleagues to improve student learning and reflect on teaching practice at the classroom level.
6.4 Working with families to support student learning	Provides opportunities and support for families to actively participate in the classroom and school.
6.5 Engaging local communities in support of the instructional program	Seeks available neighborhood and community resources.
6.6 Managing professional responsibilities to maintain motivation and commitment to all students	Maintains professional responsibilities and manages time and effort required to meet expectations.
6.7 Demonstrating professional responsibility, integrity, and ethical conduct	Prepares for and attends required meetings and collaborations. Fulfills the varied responsibilities of teaching as they relate to communications with students, parents, and colleagues. Models appropriate behavior in the school setting.



STANDARD 7 -- Professional Responsibilities	Comments		
	1	2	3
Implements philosophy, goals, objectives, and policies of SSUSD			
Meeting timelines appropriately			
Supervise students in out-of-classroom activities appropriately			
Maintain appropriate records on student progress			

**Comments Section:**

1. Commendations and recommendations must include those relative to the Standards.
2. Comments that indicate a need for improvement must include a written performance plan attached to this evaluation form.

Overall Evaluation:

Does not meet Standards  
 Meets Standard  
 Meets Standard - Distinguished

Signature of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Signature indicated that the evaluator and evaluatee have discussed this report. It does not necessarily signify agreement. The evaluatee has the right to append a written statement of his/her views of this evaluation document.

**SIERRA SANDS UNIFIED SCHOOL DISTRICT  
CERTIFICATED TEACHER LIBRARIAN EVALUATION FORM**

<p><b>Check One</b></p> <p><input type="checkbox"/> TEMPORARY</p> <p><input type="checkbox"/> PROBATIONARY 1</p> <p><input type="checkbox"/> PROBATIONARY 2</p> <p><input type="checkbox"/> PERMANENT</p>	<p><b>Check One</b></p> <p><input type="checkbox"/> Observation</p> <p><input type="checkbox"/> Final Evaluation</p>	<p><b>Date:</b></p> <p>_____</p>
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**Employee Name:** \_\_\_\_\_ **School Site:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**Article I.**

Check Standard(s) to be evaluated if fewer than seven (7):

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Standard 1: Demonstrates the knowledge and skill to provide for policy development, selection, evaluation, utilization, attribution, and management of information resources and technology.</b>	<b>Does Not Meet Standards</b>	<b>Meets Standards: Satisfactory</b>	<b>Meets Standards: Distinguished</b>
1.1 Develop and implement a policy and procedure for the selection and deselection of resources and evaluate the library collection in terms of curriculum needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Provide 24/7 access to virtual resources that allow student learning and library use to extend beyond the traditional school day and brick-and-mortar building.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Assess emerging technologies for applications to the instructional program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Involve school community in selecting, using and evaluating resource in a variety of formats, both print and electronic.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 Instruct staff and students in the ethical use of information, including copyright and fair use.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.6 Uphold a high standard for ethical use of information use and technology, fostering digital citizenship awareness in the school community.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>OVERALL RATING FOR STANDARD 1:</b></p> <p><input type="checkbox"/> Unsatisfactory    <input type="checkbox"/> Satisfactory    <input type="checkbox"/> Distinguished</p>			

In reference to element(s) \_\_\_\_\_, what evidence or practices can be noted? (Optional)

Commendations/Recommendations

**SIERRA SANDS UNIFIED SCHOOL DISTRICT  
CERTIFICATED TEACHER LIBRARIAN EVALUATION FORM**

<b>STANDARD 2:</b> <b>Demonstrates knowledge and skill in collaborating with teachers and functioning as an instructional partner with teachers to develop inquiry-based lessons aligned with state and federal standards that support the local mission and district and site goals.</b>	<b>Does Not Meet Standards</b>	<b>Meets Standards: Satisfactory</b>	<b>Meets Standards: Distinguished</b>
2.1 Support decision-making process within the building and throughout the District by serving on site and District leadership teams.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 Participate in school curriculum alignment and collaborate with instructors to improve instruction and teach information skills.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Work with teachers to build a program which sustains challenging, authentic, intellectual work for all learners; transforms learning for rigor and relevance; increases student library use and connects students to their interests in school and beyond; integrates challenging resources for all learners; and transforms learning for rigor and relevance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Design learning tasks that are student-centered rather than teacher-directed, promoting lifelong learning via an inquiry process where students generate meaningful questions and frame research that goes beyond fact-gathering.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5 Check for understanding during instructional delivery and modify, repeat points, and adjust delivery or content for student success.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>OVERALL RATING FOR STANDARD 2:</b> <input type="checkbox"/> <b>Unsatisfactory</b> <input type="checkbox"/> <b>Satisfactory</b> <input type="checkbox"/> <b>Distinguished</b>			
In reference to element(s) _____, what evidence or practices can be noted? (Optional)  Commendations/Recommendations			

**SIERRA SANDS UNIFIED SCHOOL DISTRICT  
CERTIFICATED TEACHER LIBRARIAN EVALUATION FORM**

<b>STANDARD 3:</b> <b>Demonstrates effective library program administration in the areas of budgeting, acquisition, processing, circulation, delivery and maintenance of information resources and technologies; and management of personnel, facilities, and technical services.</b>	<b>Does Not Meet Standards</b>	<b>Meets Standards: Satisfactory</b>	<b>Meets Standards: Distinguished</b>
3.1 Develop a budget for resources and technology that reflects the needs, goals, and objectives of the school library media program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2 Allocate budgeted funds based on cooperative planning, program objectives and identified needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.3 Define personnel competencies and provide feedback on staff performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.4 Develop procedures for training and evaluating all library personnel including student assistants and volunteers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.5 Provide policies and procedures that assure efficient and effective acquisition, cataloging, processing, circulation, storage, maintenance and retrieval of resources, and equipment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.6 Establish a working structure where individual library staff members function as a team to meet overall goals and objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.7 Promote the role and resources of the school library media program to the school community for the purpose of increasing use and improving visibility and status of the program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.8 Present consistent and relevant reports, usage statistics, and data to administration to show impact of all aspects of the program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>OVERALL RATING FOR STANDARD 3:</b> <input type="checkbox"/> <b>Unsatisfactory</b> <input type="checkbox"/> <b>Satisfactory</b> <input type="checkbox"/> <b>Distinguished</b>			
I In reference to element(s) _____, what evidence or practices can be noted? (Optional)			
Commendations/Recommendations			

**SIERRA SANDS UNIFIED SCHOOL DISTRICT  
CERTIFICATED TEACHER LIBRARIAN EVALUATION FORM**

<b>STANDARD 4:</b> <b>Demonstrates the ability to communicate and interact effectively with students, staff, parents, administrators and the general public.</b>	<b>Does Not Meet Standards</b>	<b>Meets Standards: Satisfactory</b>	<b>Meets Standards: Distinguished</b>
4.1 Listen and respond to the needs, of the students, staff, parents and administration.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.2 Establish rapport and foster mutual respect with the school community to create a positive attitude among users of the services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.3 Use appropriate and effective oral, written and media based communication techniques for a variety of audiences.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4 Work as an effective team member.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>OVERALL RATING FOR STANDARD 4:</b> <input type="checkbox"/> <b>Unsatisfactory</b> <input type="checkbox"/> <b>Satisfactory</b> <input type="checkbox"/> <b>Distinguished</b>			

In reference to element(s) \_\_\_\_\_, what evidence or practices can be noted? (Optional)

Commendations/Recommendations

**SIERRA SANDS UNIFIED SCHOOL DISTRICT  
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<p><b>STANDARD 5:</b>  <b>Demonstrates skill in selecting, preparing, evaluating and using instructional strategies, activities and resources that are appropriate to the diverse needs, interests and learning styles of all students.</b></p> <p>5.1 Accept individual differences and be sensitive to the cultural heritage, community values and aspirations of diverse student, teacher and community populations.</p> <p>5.2 Select, prepare, and use strategies, activities and resources appropriate for a diverse population with varying backgrounds, cultures, abilities and interests.</p> <p>5.3 Evaluate and modify learning activities based on feedback gained from observation and interaction with students.</p> <p>5.4 Build a collection that reflects the needs of learners from a variety of backgrounds, cultures and diverse abilities.</p> <p><b>OVERALL RATING FOR STANDARD 5:</b>  <input type="checkbox"/> <b>Unsatisfactory</b>   <input type="checkbox"/> <b>Satisfactory</b>   <input type="checkbox"/> <b>Distinguished</b></p>	<p align="center"><b>Does Not Meet Standards</b></p>	<p align="center"><b>Meets Standards: Satisfactory</b></p>	<p align="center"><b>Meets Standard: Distinguished</b></p>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>In reference to element(s) _____, what evidence or practices can be noted? (Optional)</p> <p>Commendations/Recommendations</p>			

**SIERRA SANDS UNIFIED SCHOOL DISTRICT  
CERTIFICATED TEACHER LIBRARIAN EVALUATION FORM**

<b>STANDARD 6: Demonstrates knowledge of traditional and contemporary literature for children and young adults and implements programs and activities that promote reading, listening, viewing and critical thinking.</b>	<b>Does Not Meet Standards</b>	<b>Meets Standards: Satisfactory</b>	<b>Meets Standards: Distinguished</b>
6.1 Provide for a well-developed and current collection of resources in areas of literature and information in a variety of print and nonprint media.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.2 Work with teachers and parents to motivate and promote independent reading, listening, and viewing among students as lifelong learners	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.3 Foster a collaborative reading program that extends beyond school to broader community involving teachers, parents, community members, and public libraries.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.4 Provide materials and foster independent reading to support the curriculum, reading for enjoyment, and lifelong learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.5 Work with parents, teachers, and administration to review challenged materials using the reconsideration policy while also ensuring access to materials and promoting intellectual freedom.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.6 Collaboratively build collections to reach gifted as well as challenged learners and EL learners.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>OVERALL RATING FOR STANDARD 6:</b> <input type="checkbox"/> <b>Unsatisfactory</b> <input type="checkbox"/> <b>Satisfactory</b> <input type="checkbox"/> <b>Distinguished</b>			

In reference to element(s) \_\_\_\_\_, what evidence or practices can be noted? (Optional)

Commendations/Recommendations

**SIERRA SANDS UNIFIED SCHOOL DISTRICT  
CERTIFICATED TEACHER LIBRARIAN EVALUATION FORM**

<b>STANDARD 7: Demonstrates a willingness to actively pursue professional development opportunities, apply knowledge, and contribute to instructional expertise of colleagues.</b>	<b>Does Not Meet Standards</b>	<b>Meets Standards: Satisfactory</b>	<b>Meets Standards: Distinguished</b>
7.1 Remain current in library professional practice and set goals for program improvement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.2 Contribute to building professional development offerings; Librarian is respected by colleagues and viewed as a vital resource.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.3 Assume a leadership role in the school and participate in professional and educational organizations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>OVERALL RATING FOR STANDARD 7:</b> <input type="checkbox"/> <b>Unsatisfactory</b> <input type="checkbox"/> <b>Satisfactory</b> <input type="checkbox"/> <b>Distinguished</b>			
In reference to element(s) _____, what evidence or practices can be noted? (Optional)  Commendations/Recommendations			

<b>Comments Section:</b>	<ol style="list-style-type: none"> <li>1. Commendations and recommendations must include those relative to the Standards.</li> <li>2. Comments that indicate a need for improvement must include a written performance plan attached to this evaluation form.</li> </ol>
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<b>Overall Evaluation:</b>  <input type="checkbox"/> Does not meet Standards <input type="checkbox"/> Meets Standards <input type="checkbox"/> Meets Standard - Distinguished
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Signature of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

**Signature indicated that the evaluator and evaluatee have discussed this report. It does not necessarily signify agreement. The evaluatee has the right to append a written statement of his/her views of this evaluation document.**



Sierra Sands Unified School District  
**DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**  
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and G.C. 3547.5  
 Desert Area Teachers Association (DATA)

*The proposed agreement covers the period beginning July 1, 2013 and ending June 30, 2015 and will be acted upon by the Governing Board at its meeting on June 19, 2014*

**Note:**

1% salary increase =	\$ 143,591	\$151,582	\$151,582
1% statutory benefit increase =	\$ 15,508	\$18,186	\$18,186
1% Total Compensation increase =	\$ 159,098	\$169,768	\$169,768

A. Proposed Change in Compensation - Fund 01 - General Fund						
		Fiscal Impact of Proposed Agreement			Comments	
		Current Year 2013-14	Year 2 2014-15	Year 3 2015-16		
<b>Compensation</b>						
1.	Step & Column - Increase/(Decrease) due to longevity and units plus any changes due to settlement	Cost (+/-) Percent of Total Comp				Step/Column previously included in budget
2.	Salary Schedule - Increase/(Decrease)	Cost (+/-) Percent of Total Comp	\$ 216,104 1.36%	\$ 822,431 4.84%	\$ 822,431 4.84%	On-schedule increases of 1% and 0.5% for 13-14 and 4% for 14-15. Amounts shown for 14-15 and 15-16 are reflective of impact of 13-14 and 14-15 increases to respective budgets.
3.	Other Compensation	Cost (+/-) Percent of Total Comp				
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, Medicare, Unemployment, Workers' Comp, etc.	Cost (+/-) Percent of Total Comp	\$ 23,339 0.15%	\$ 122,010 0.72%	\$ 122,010 0.72%	Associated with respective salary increases
5.	Health & Welfare Plans - Increase/(Decrease) Increase	Cost (+/-) Percent of Total Comp				Health/Welfare previously included in budget
6.	Total Compensation - Increase/(Decrease) Total of Lines 1-5.	Cost (+/-) Percent of Total Comp	\$ 239,443 1.51%	\$ 944,442 5.56%	\$ 944,442 5.56%	
7.	Total Number of Represented Employees		250	250	250	
8.	Total Compensation Cost for Average Employee - Increase/(Decrease)	Cost (+/-) Percent of Total Comp	\$ 958 1.51%	\$ 3,778 5.56%	\$ 3,778 5.56%	

**B. Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

**C. What are the specific impacts on instructional and support programs to accommodate the settlement?** (Include the impact of non-negotiated change such as staff reductions and program reductions/eliminations.)

**D. What contingency language is included in the proposed agreement?** (reopeners, etc.)  
 The district will reopen two Articles to be determined after the successful ratification of an agreement. If the district receives more than a nine-percent (9.00%) increase in new, on-going LCFF monies for 2014-15 as calculated using the Department of Finance GAP percentages in the FCMAT LCFF Calculator, the parties agree to return to the table no later than January 2015 to negotiate an additional increase to the salary for the 2014-15 school year.

**E. Source of Funding for Proposed Agreement**

General Fund

**F. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

*1. State Reserve Standard*

a. Total Expenditures, Transfer Out, and Uses (including Cost of Proposed agreement)	\$	46,396,740
b. State Standard Minimum Reserve Percentage for this District		3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times line 2)	\$	1,391,902

*2. Unrestricted Fund Balance (After Impact of Proposed Agreement)*

a. General Fund Unrestricted Reserve for Economic Uncertainties	\$	2,319,837
b. General Fund Unrestricted Nonspendable Amounts (e.g. Revolving Cash, Stores inventory, etc)	\$	64,176
c. General Fund Unrestricted Committed/Assigned Amounts	\$	1,873,465
d. General Fund Unrestricted Unassigned/Unappropriated Amounts	\$	(0)
e. Total District Unrestricted Fund Balance	\$	4,257,477

3. Do unrestricted reserves meet the state standard minimum reserve amounts? Yes

**Impact Of Proposed Agreement On Current Year Operating Budget  
Fund 01 - General Fund**

Description	Column 1 Latest Board Approved Budget (2nd Interim)	Column 2 Adjustments for Estimated Actuals	Column 3 Adjustments Result of Settlement	Column 4 Total Impact On Budget
<b>Revenues</b>				
Local Control Funding Formula (8010-8099)	\$ 30,978,261	\$ (267,175)	\$ -	\$ 30,711,086
Remaining Revenues (8100-8799)	\$ 11,253,729	\$ 834,480	\$ -	\$ 12,088,210
<b>Total Revenues</b>	<b>\$ 42,231,990</b>	<b>\$ 567,305</b>	<b>\$ -</b>	<b>\$ 42,799,296</b>
<b>Expenditures</b>				
1000 Certificated Salaries	\$ 18,252,496	\$ 86,888	\$ 216,104	\$ 18,555,489
2000 Classified Salaries	\$ 5,985,844	\$ 34,086		\$ 6,019,929
3000 Employees' Benefits	\$ 11,899,350	\$ (22,185)	\$ 23,339	\$ 11,900,504
4000 Books & Supplies	\$ 3,615,426	\$ 128,878	\$ -	\$ 3,744,304
5000 Services & Operating Expenses	\$ 4,416,878	\$ 216,202	\$ -	\$ 4,633,080
6000 Capital Outlay	\$ 334,300	\$ 392,964	\$ -	\$ 727,264
7000 Other	\$ 753,593	\$ -	\$ -	\$ 753,593
<b>Total Expenditures</b>	<b>\$ 45,257,887</b>	<b>\$ 836,833</b>	<b>\$ 239,443</b>	<b>\$ 46,334,163</b>
Operating Surplus (Deficit)	\$ (3,025,897)	\$ (269,528)	\$ (239,443)	\$ (3,534,868)
Other Sources and Transfers In	\$ 300,299	\$ (1,600)		\$ 298,699
Other Uses and Transfers Out	\$ 329,752	\$ (267,175)	\$ -	\$ 62,577
Current Yr Incr/(Decr) In Fund Balance	\$ (3,055,350)	\$ (3,953)	\$ (239,443)	\$ (3,298,746)
Beginning Balance	\$ 8,066,990	\$ -	\$ -	\$ 8,066,990
Current-Year Ending Balance	\$ 5,011,640	\$ (3,953)	\$ (239,443)	\$ 4,768,244
Components of Ending Balance				
Nonspendable	\$ 72,000	\$ (7,824)		\$ 64,176
Restricted	\$ 662,318	\$ (151,551)		\$ 510,767
Committed	\$ 1,997,940	\$ 126,940	\$ (251,415)	\$ 1,873,465
Assigned	\$ -			\$ -
Reserve for Economic Uncertainty	\$ 2,279,382	\$ 28,483	\$ 11,972	\$ 2,319,837
Unassigned/Unappropriated	\$ 0	\$ 0	\$ (0)	\$ (0)

\* If the total amount of the Adjustment in Column 3 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted, there were revenue revisions as reflected in Col. 3., etc.), explain the variance below.

Please include comments and explanations as necessary:

**G. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the (Insert School District Here), hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Desert Area Teachers Association, during the term of the agreement from July 1, 2013 to June 30, 2015.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

	2013-14 Budget Adjustment Increase (Decrease)	2014-15 Budget Adjustment Increase (Decrease)
Budget Adjustment Categories:		
Revenues/Other financing Sources	\$ -	\$ -
Expenditures/Other Financing Uses	<u>\$ 239,443</u>	<u>\$ 944,442</u>
Ending Balance Increase (Decrease)	<u>\$ (239,443)</u>	<u>\$ (944,442)</u>

N/A \_\_\_\_\_ (no budget revisions necessary)

\_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Business Officer

\_\_\_\_\_  
Date

**CERTIFICATION NO. 2:**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Disclosure of Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
District Superintendent  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Financial Officer  
(Signature)

\_\_\_\_\_  
Date

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 19, 2014 took action to approve the proposed Agreement with the Desert Area Teachers Association.

\_\_\_\_\_  
President (or Clerk) of the Governing Board  
(Signature)

\_\_\_\_\_  
Date