

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**SIERRA SANDS UNIFIED
SCHOOL DISTRICT**

AND

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

July 1, 2023 – June 30, 2026

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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."

1. 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.
2. The District and bargaining unit agree to remain open and flexible to discuss new educational legislative provisions.
3. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the California Government Code ("Act").

B. 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parties on those matters falling within the scope of representation, including those matters proposed and subsequently withdrawn, those which could have been proposed but were not, and those which, had the subject matter been known to or contemplated by either party at the time they met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.

C. 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.

D. In the event that any portion of this Agreement is found to be unlawful by a court of 84 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 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

DURATION

A. Except as specifically provided otherwise herein, the effective dates of this Agreement shall be from July 1, 2022 through June 30, 2023 and shall continue in effect from year to year thereafter unless amended, modified or terminated as provided below:

B. 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, 2022. Thereafter the parties shall meet and negotiate in a good faith attempt to reach a successor collective bargaining agreement.

ARTICLE IV

SALARY

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

1. For the 2019-20 school year, the certificated salary schedule and Career Technical Education (CTE)/Vocational and the SLP/RN salary schedule are increased 2% effective July 1, 2019. Speech/Language pathologists and Registered Nurses will be appropriately placed on the SLP/RN Salary Schedule (see attached Appendix C). Effective July 1, 2023, the certificated salary schedule, the Career Technical Education (CTE)/Vocational and the SLP/RN salary schedule are increased 8% over the 2022-2023 schedules. For the 2023-24 school year, the District will award all DATA bargaining unit members a 2% off-schedule bonus. (Only DATA members who complete the 2023-24 school year will be eligible for the bonus. DATA members who are hired after the school year has started will receive a pro rata bonus equal to the portion of the year they served).

2. Returning teachers' work year shall be 185 days; teachers new to the District will work 186 days with the extra day being paid at the teacher's regular rate of pay.

3. Teachers on Special Assignment (TOSAs) may work up to an additional 5 days per school year on site for duties which cannot be completed as part of their regular duties during the school year. They will be paid at their per diem rate.

The days and times would be mutually agreed to by the member and the member's immediate supervisor. The reasons for each additional day must be

delineated in writing and shared with the Association.

4. 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.

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

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

7. 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.

8. Career Technical Education (CTE)/and vocational education teachers will be placed on the CTE/Vocational Salary Schedule.

a. All CTE/Vocational education teachers who have not completed the requirements for their Clear Credential will be placed on the appropriate step in Column I of the CTE/Vocational Salary Schedule (see Paragraph

7b). These teachers will remain in Column I until they have completed these requirements. At the end of the month following the submission of the paperwork which provides evidence of the completion of their credentialing requirements, CTE/Vocational teachers will be moved to the appropriate column based on their level of education and paid accordingly.

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 eleven (11) years credit on the initial salary schedule placement which would be step 5 on the CTE/Vocational salary schedule in Column 1.

c. In order to more closely align the CTE/Vocational Salary Schedule with the DATA Certificated Salary Schedule, salary growth in Columns II through VIII will now be based on a Bachelor's degree and, beginning with Column III increments of fifteen (15) college units up to ninety (90) units beyond the Bachelor's degree.

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

10. 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 on Teacher Credentialing.

11. Only credentialed teaching experience gained in TK-12 and college level public

or private schools accredited by recognized accrediting agencies will be granted to teachers.

12. A maximum of fifteen (15) years of previous teaching experience shall be granted for teachers entering the District for the first time.

a. A Licensed Speech Language Pathologist new to SSUSD, with previous experience in their field (in another school or appropriate professional location), shall be given credit of one step for each year of verified experience, with a maximum of 15 years

b. A Registered Nurse new to SSUSD, with previous experience in their field (in another school or appropriate professional location), shall be given credit of one step for each year of verified experience, with maximum of 15 years' experience.

c. New SLP's/RN's employed by the district may be placed in one of the first two columns of the SLP/RN salary schedule if their educational experience warrants it. Any current SLP/RN (as of the 2018-2019 school year) will not be moved back a column based on education completion.

13. 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.

14. 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.
- 5) Units for credit on the salary schedule must be upper division or graduate level courses. 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.
- 6) Approval shall be on a case-by-case basis and no approval shall set a precedent.

b. The Superintendent's approval shall not be unreasonably withheld.

15. 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: $(PT \text{ Work Hours} \div FT \text{ Work Hours}) \times (PT \text{ Work Days} \div FT \text{ Work Days}) \times \text{regular salary} = PT \text{ Salary}$. Part-time employees whose assignment is fifty percent (50%) or more of a full time

employee and who possess a Master's or Doctorate degree shall receive a full Masters or Phd stipend.

16. 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.

17. 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.

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 eight hundred dollars (\$1,800) and two thousand eight hundred dollars (\$2,800), respectively. 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. Summer School, Home School, and Special Programs

1. Unit members hired for summer school positions will be paid an hourly 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 1/1110 (based on 185 workdays x 6 hours per day) rounded to the

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

2. Unit members employed for home teaching positions will be paid an hourly rate upon their placement on the regular full-time teacher's salary schedule multiplied by 1/1110 (based on 185 workdays x 6 hours per day).

3. 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.

C. The District shall support a reimbursement program for credits earned towards initial special education credentials, single subject math credentials, or credentials as described in this paragraph.

1. The District Association shall provide notice and equal access to all employees regarding this program.

2. Employees who enroll in and satisfactorily complete foundational class(es) with a grade of "C" or better shall receive reimbursement for such classes in the amount of \$100 per unit.

3. Once foundational courses are completed, employees who enroll in and satisfactorily complete specialized class(es) required for a special education credential, with a grade of "C" or better, shall receive reimbursement for class(es) in the amount of \$200 per unit.

4. For employees who enroll in and satisfactorily complete specialized class(es) required for a single subject math credential, with a grade "C" or better, shall receive reimbursement for class(es) in the amount of \$200 per unit.
5. For employees who enroll in and satisfactorily complete specialized class(es) required for any other credential, with a "C" or better shall receive reimbursement for such class(es) in the amount of \$100 per unit.
6. Units earned that may be used for multiple credentials shall only be entitled to one form of reimbursement.
7. The reimbursement described in this paragraph is intended to partially reimburse employees for all costs including, but not limited to, tuition, books, and class materials.
8. To receive reimbursement under this paragraph, employees must first submit the district course pre-approval form prior to enrolling in each course and then employees must provide proof of satisfactory participation in eligible courses by submitting their transcripts no later than 90 calendar days following completion of the grading period and receipt of the employee's final grade.

ARTICLE V

DIFFERENTIATED PAY

- A. The differentiated pay schedule shall be adjusted equal in percentage to any salary increase made to the certificated salary schedule.
- 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. The operation of these provisions shall not have the effect of reducing any differentiated pay received by a current employee of the District.
- D. The position of Athletic Director shall receive at least two (2) released periods in addition to the full stipend.
- E. A Department Chair is paid according to the number of sections within the department as specified in the Differentiated Salary Schedule.
1. Classes shall be assigned to only one (1) Department Chair for purposes of the compensation allocation.
 2. The Department Chair position and stipend may be split between two certificated members with the approval of the principal.
 3. Department Chair compensation shall be based solely on the number of sections at comprehensive secondary schools, according to the current schedule, with the exception of the Burroughs High School Library Chair, which counts the number of classified librarians for whom he or she acts as a liaison and the District Lead nurse, who supervises the district-wide medical plan.

F. Department chairs at middle schools shall be established in the following subject areas English, Math, History/Social Science, Science, Fine Arts, Physical Education, and Special Education.

G. 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.

H. 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).

I. An elementary combination class teacher will receive a stipend equal to 10% of his or her salary.

ARTICLE VI

HEALTH AND WELFARE

A. Through June 30, 2026, the District shall continue to provide employees and their eligible dependents with the health and welfare benefits described in this article.

1. The District will implement the comprehensive group health and welfare package consisting of (a) medical coverage that is currently described by SISC as "PPO 80-E \$20" (\$300/\$600 deductible, \$20 office visit co-pay, and 80-20 co-insurance with a Med OOP \$1,000 Individual/\$3,000 Family) including prescription coverage (Rx G \$7/\$25/\$25), behavioral health is now a component of the Anthem Blue Cross package, (b) dental coverage - Delta Dental Plan \$1,500 (annual cap of \$1,500), and (c) orthodontic coverage - Delta Dental Plan \$2,000, (d) vision coverage - VSP Vision Plan B with a \$10/\$25 co-pay. (d) DATA unit members will be covered with the same life insurance policy for the same dollar amount as Desert Area Guidance Association (DAGA) and California School Employees Association (CSEA) and its Chapter 188. Commencing the 2018-2019 school year on October 1, 2018, the District shall pay 90 percent of the premiums for the health and welfare benefit package described above and in the Collective Bargaining Agreement. Hereafter, the 90 percent calculation of PPO 80-E \$20 will be described as the "District Contribution." Bargaining unit members shall pay the remaining 10 percent of the premiums for the health and welfare package described above. Future increased costs of the PPO 80-E \$20

plan will be shared by the District and bargaining unit members 90% and 10% respectively. If bargaining unit members select the 80-M plan, the District will reimburse the member the difference in plan cost as a stipend, to be paid tenthly. If bargaining unit members select 100-B, 90-A, 90-C, 80-C, or 80-E then the bargaining unit members shall reimburse the district the difference in cost between the cost of the plan and the District Contribution through a monthly deduction (to be calculated and paid tenthly). The Health Benefit Committee will reassess what plans are available on a yearly basis. The Health and Welfare Benefits Chart appears in Appendix G.

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

B. Effective July 1, 2023, An employee covered by this Agreement who retires from the District and with CalSTRS 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 comprehensive group health and welfare package consisting of (a) medical coverage that is currently described by SISC as "PPO 90-A \$20" (\$100/\$300 deductible, \$20 office visit co-pay) and a Med OOP (\$1,000

Individual/\$3,000 Family) including prescription coverage (Rx G \$7/\$25/\$25), behavioral health is now a component of the Anthem Blue Cross package, (b) dental coverage – Delta Dental Plan \$1,500 (annual cap of \$1,500), (c) vision coverage – VSP Vision Plan B with a \$10/\$25 co-pay.

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. District and DATA shall have equal representation, not to exceed a total of six (6) members to form a Health Benefit Committee (“Committee”). The purpose of the committee will be 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, designate different plans for member choice, and develop new plans or new approaches such as a Joint Trust. Actions, decisions, and recommendations of the committee will be reached by a majority of the committee. 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.

H. Opting Out of SISC Plans

1. Any DATA members eligible for SISC Coverage who meet the following exceptions may opt out of SISC coverage benefits offered by the District:
 - a. Active employees who are enrolled in Medi-Cal must show proof of enrollment.
 - b. Active employees, who are eligible, enrolled in Medicare Parts A and B must show proof of enrollment.
 - c. Active employees who are enrolled in TRICARE must show proof of enrollment.

- d. Active employees, who are eligible, enrolled on a Covered California Medical Plan and receiving a related subsidy must show proof of enrollment and subsidy.
2. If a DATA member declines benefits, he or she must decline all SISC benefits offered by the District and must complete a Declination of Coverage.
 3. If a DATA member declines coverage, the money the district would have spent on his or her benefits package will be divided in the following ways:
 - a. 25% of the package will be reabsorbed into the district budget.
 - b. 75% of the package will be collected with all other opt out monies and divided between all members of DATA and distributed at the end of the school year in the form of a bonus.

ARTICLE VII
LEAVE PROVISIONS

A. General Conditions

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 has been completed (e.g., after 2:30 or 3:00 p.m.).
- b. No substitute is required.
- c. 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 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, stepchild of the employee, registered domestic partner, 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.

B. Sick Leave

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 the employee's illness or the family member's incapacity and need for care 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.

6. Sick leave may be used as prescribed under AB 1522 Healthy Workplaces, Healthy Families Act of 2014.

(1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's immediate family member (A7).

(2) For an employee who is a victim of domestic violence, sexual assault, or stalking.

C. Personal Necessity Leave

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 four (4) 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 in accordance with Family Medical Leave Act and the California Family Rights Act.

Unit members may use accrued paid sick leave for some or all of the FMLA leave period.

- a. The parties agree that this "Kin Care" leave shall run concurrently with Family Medical Leave. Unit members may use accrued paid sick leave for some or all of the Kin Care leave period.

D. Bereavement Leave

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.

E. Industrial Accident and Illness Leave

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.

F. Unpaid Maternity Leave

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.

G. Paid Parental Leave

1. The paid parental leave described in Paragraph G shall run concurrently with the parental leave taken pursuant to California Government Code section 12945.2.
2. "Parental leave," as that term is used in Paragraph G, shall mean leave for reasons of the birth of a child of the employee, or the placement of a child with the employee in connection with the adoption, or foster care of the child with the employee.
3. In addition to, and not in place of, the unpaid leave in Paragraph F, employees may use their sick leave, including accumulated sick leave, for purposes of parental leave for up to 12 workweeks.
4. Employees who exhaust all sick leave, including accumulated sick leave, who continue to be absent for reasons of parental leave pursuant to California Government Code section 12945.2 shall be compensated at their normal daily salary minus the cost of a substitute or 50% of their salary, whichever is greater, for the remaining portion of the 12-workweek period of parental leave. The 12-workweek period shall include sick leave, including accumulated sick leave, taken during a period of parental leave. An employee shall not receive more than one 12-workweek period for parental leave during any 12-month period.

H. Unpaid Family Leave

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. The unpaid family leave described in this paragraph is adopted pursuant to the Family Medical Leave Act and

the California Family Rights Act.

1. The employee may take leave without using any accrued leave or the employee may choose to exhaust all or some 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 unpaid family leave.
3. If the employee chooses to take the leave initially or if the leave commences once all or some 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 is equal to that of which each individual is entitled.
 - 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. Employees may request additional unpaid leave, in writing, supplying the reasons for the additional leave. (See Paragraph L.)
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.

I. Judicial Leave

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.

J. Leave for Professional Growth

Employees may attend professional growth activities or other worthy events after consultation and approval by the principal or supervisor. If denied, the employee may request, in writing, reasons for denial. 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.

K. Sabbatical Leave

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.

L. Extended Leave Without Pay

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.

M. 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 VIII

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. 6th 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. Math classes (grades 6-12) shall have a maximum class size of thirty (30) students, commencing in the 2019-2020 school year.
3. Music and other courses when normally carried out in large group instruction.
4. 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.

5. 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 (4th) month (P-1) of the previous school year.

6. 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 twenty-eight (28) students.

2. For classes of more than two (2) grade levels and one (1) teacher, the maximum is twenty-two (22).

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), and their caseload overages at all grade levels shall be paid at a rate of three dollars and seventy five cents (\$3.75) per day per student, except students designated as "watch and consult." Resource specialist caseloads shall be limited to twenty-eight (28) students and their caseload overages at all grade levels shall be paid at a rate of two dollars and fifty cents (\$2.50) 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 laboratory 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. Redistribution of pupils;
 - b. The hiring of additional full- or part-time teachers or aides;
 - c. Absent action described in a. and b. above, teachers who have classes which exceed the maximums, except during the period specified in Paragraph J. 1., above, shall be paid effective the first day the class size was exceeded twelve dollars and fifty cents (\$12.50) per pupil per day at the K-5 level, and two dollars and fifty cents (\$2.50) per pupil per period at the 6-12 level. The two dollars and fifty cents (\$2.50) per pupil per period may not accrue to more than twelve dollars and fifty cents (\$12.50) 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. Teachers of elementary classes that reach an enrollment of four (4) English Learner (EL) students who have been identified as Level 1 (i.e., “less than reasonable fluency” per the English Language Proficiency Assessments for California (ELPAC)) receive an Elementary Limited English stipend of \$1,000. The designation will then continue until the end of that school year except when the number of EL students falls below four (4). 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. A teacher must volunteer to be identified as the teacher of the “Newcomer Classroom” at a school site which has 6 or more ELS at Level 1. If no teacher volunteers, EL students will be equitably placed among teachers at the grade level where there is no volunteer. If more than one teacher volunteers, district seniority will be taken into consideration.

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 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.

ARTICLE IX

WORK HOURS

A. A unit member shall be on duty according to the tables included within this article.

Teachers are expected to fulfill professional obligations such as parent conferences, faculty meetings, and adjunct duties.

1. 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.
2. Unit member participation on District committees shall be on a voluntary basis.
3. Meetings outside of a teacher's normal workday will be scheduled contiguous to the teacher's work hours unless unusual circumstances exist that prevent this from being possible. These unusual circumstances will be limited to IEP meetings only and will be documented on the IEP Participation Form prepared by the District.
4. Bargaining unit members will be paid the training rate for the portion of all I.E.P. meetings that occur outside their normal workday.

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 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 on Saturdays, during the winter recess or spring recess shall be compensated at the substitute daily rate (on a per hour basis).

1. During the first ten (10) days of the school year, each site principal shall distribute or post an adjunct duty list. The list will describe each adjunct duty and estimate the number of hours required for the performance of that duty.

Within one week of receiving the list, each unit member will request adjunct duties, not to exceed 18 hours and will forward this "wish list" to the appropriate school site administrator. In consideration of member input, school site administration will assign adjunct duties to unit members. Unit members may agree to volunteer for adjunct duties beyond the maximum amount required.

2. Unit members may consult with the site principal regarding changes to the activities offered at their site, thereby potentially bringing about changes to the activities offered on the adjunct duty list.

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 two (2) 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 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. All 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 any District-wide early release day preceding the holiday.

E. 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.

F. The principal and staff at each elementary 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. Secondary Preps, Preparation Time, and Extended Day

1. Unit members teaching in grades 6-12 shall have the equivalent of five (5) unassigned periods per week which shall be utilized for preparation.
2. 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.

- a. Teachers may be asked to give up their preparation time in order to

teach one additional class resulting in an extended day.

b. An extended day is a voluntary assignment.

c. No teacher with less than two years of teaching experience shall be asked to teach an extended day, but those teachers may request and be considered for an extended day assignment.

3. CTE/Vocational 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 [$\frac{1}{2}$] time = three (3) hours/day) = pro rata up to an additional one (1) hour (e.g., one-half ($\frac{1}{2}$) time would receive an additional one-half ($\frac{1}{2}$) hour of pay for preparation 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.

I. Minimum days shall be provided at the elementary level as follows: Five (5) days at the end of the first trimester for parent conferences, four (4) days at the end of the second trimester for parent conferences, and the last four (4) days of the school year. During the two weeks prior to the minimum day schedule for conferences, classroom teachers will attempt to schedule all parent-teacher conferences.

1. The parties agree and acknowledge that, to the greatest extent possible, all parent-teacher conferences shall be scheduled between the end of the minimum days and the end of each teacher's duty time as described in the tables at the end of this article. However, the parties agree and acknowledge, that in certain rare and

unusual circumstances, it may be necessary to schedule a parent-teacher conference outside those times to accommodate the parent's schedule.

2. In the event it becomes necessary to schedule the parent-teacher conference outside the teacher's ordinary duty day to accommodate the parent, the parent must submit a written request for such accommodation directly to the principal or his or her designee.

3. The principal or his or her designee shall confer with the teacher and, if both agree, the parent-teacher conference may be scheduled outside the teacher's duty day.

4. In the event the parent-teacher conference is scheduled outside the teacher's regular duty day, the teacher shall be released from all duties, for the same amount of time that the teacher actually conducted the parent-teacher conference, during a minimum day occurring during that trimester parent-teacher conferences so long as that release time does not conflict with a previously schedule parent-teacher conference.

5. The teacher shall only be entitled to release time during a minimum day occurring during that same trimester's parent-teacher conferences and shall not receive additional pay for convening a parent-teacher conference outside the regular duty day.

6. Absent any legal requirement to the contrary, this provision shall not be used to reschedule a parent-teacher conference in order to accommodate the teacher's schedule or preferred conference time.

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

K. Any teacher who is asked by the principal or his or her designee to supervise 5 or more students regularly assigned to another unit member and agrees, may select either one hour of compensatory time off for each hour of supervision, or pay at the "summer school" hourly rate, in addition to their regular compensation, for the entire—time they spend supervising five or more students assigned to another unit member. This includes period substitutions at the secondary level.

1. When six hours of compensatory time have been accumulated, the teacher shall be awarded a day off work without loss of pay on three days' advance notice. Days off pursuant to this paragraph shall not be granted if the day off would impact the operations of the school, SBAC testing, or final examination days. DATA members can use a maximum of five (5) compensatory days off. All other accumulated compensatory time beyond the (5) days shall be compensated at the summer school hourly rate.

2. Days off pursuant to this provision shall not be used to extend any holiday period.

3. An employee who completes the work year with hours of unused compensatory time shall be compensated at the summer school hourly rate.

4. Compensatory time must be used with a minimum two-hour block.

L. Unit members who are required to travel in fulfilling their assigned duties shall commence their workday at their first assigned workstation and conclude their day at their last workstation. The daily schedule of these employees shall be arranged to provide time to

travel within the legal speed limits to all workstations assigned in their workday.

M. Unit members shall provide one hundred eighty (180) days of student instruction each school year. They shall also provide two (2) additional workdays prior to the day students return for classes. Any unit member who chooses may serve one (1) day prior to the students' return and one (1) day after the last day of scheduled classes.

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

O. 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. The specifics will be determined through collaborative exploration of the options by the Full Day Kindergarten/TK teacher and the principal at each school site.
3. 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. The teacher and principal shall participate in the discussion in good faith seeking to accommodate the needs of the other party to the greatest extent practicable.

P. 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.

Q. Attendance at workshops or in-services scheduled outside the workday/work year shall be voluntary. Teachers who volunteer to attend training recommended by the District shall be compensated at \$35.00 an hour.

R. 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.

S. Professional Development Days

1. Once a year, all bargaining unit members will be given a survey to solicit input and suggest changes to the professional development days and to provide feedback to the District and the Association regarding the success of the current use of our three professional development days
 - a. Survey results, including written comments, will be shared with the Association and the District.
 - b. The District will make changes to the trainings offered on the professional development days consistent with the survey results and all other provisions of this Agreement or provide an explanation to the Association why the changes not feasible.
2. When only a limited number of substitutes are available for professional

development days during instructional time, anyone who is directed to return to the classroom for a particular training will have priority to participate in subsequent trainings.

3. Staff Development for Special Education Teachers

- a. Special Education teachers will be provided opportunities for staff development annually to meet the unique needs of their student populations
- b. Special Education teachers will have the opportunity to receive the same curriculum and instructional training as the general education teachers as long as the training provided aligns with and is relevant to the teachers' current offerings.

T. Collaboration Model – Collaboration shall be defined as time when teachers regularly meet to work in groups to improve student learning. Administration and bargaining unit members will mutually develop an agenda within the collaboration model.

1. Collaboration shall be used for the following purposes:

- to enhance effectiveness of instructional practices by focusing on student progress;
- to engage in dialogue relating to curriculum and instructional standards;
- to articulate and implement pacing plans;
- to use results of assessment to guide instruction;
- to determine student progress towards common assessments;
- to establish interventions;
- to share knowledge of subject matter content and best teaching strategies;

- and to apply materials, resources, and technologies to make subject matter accessible to students.
2. Once per month the agenda for collaboration time may be used for administrative led staff development. Otherwise, collaboration time will not be used for regular staff meetings, District meetings, or individual teacher classroom preparation time.
 3. In the current collaboration model, instruction begins 30 minutes after the regular start of instruction.

Work Hours by Site for Non-Collaboration Days

Monday, Tuesday, Thursday, and Friday

	Arrival Time	Leave Time	Duty-Free Lunch	Instructional Day
Burroughs Exceptions for period 1, which begins at 6:30 a.m.	7:30 a.m.	3:00 p.m.	45 minutes	6 hours and 45 minutes Teacher prep time is embedded into the day.
Faller	7:45 a.m.	2:30 p.m.	45 minutes	6 hours and no minutes Teacher prep time is not embedded into the day.
Gateway	7:45 a.m.	2:30 p.m.	45 minutes	6 hours and no minutes Teacher prep time is not embedded into the day.
Inyokern	8:00 a.m.	2:45 p.m.	45 minutes	6 hours and no minutes Teacher prep time is not embedded into the day.
Las Flores	7:45 a.m.	2:30 p.m.	45 minutes	6 hours and no minutes Teacher prep time is not embedded into the day.

Monroe	7:10 a.m.	2:35 p.m.	45 minutes	6 hours and 40 minutes Teacher prep time is embedded into the day.
Murray	7:10 a.m.	2:35 p.m.	45 minutes	6 hours and 40 minutes Teacher prep time is embedded into the day.
Pierce	8:45 a.m.	3:30 p.m.	45 minutes	6 hours and no minutes Teacher prep time is not embedded into the day.
Richmond	8:45 a.m.	3:30 p.m.	45 minutes	6 hours and no minutes Teacher prep time is not embedded into the day.
Mesquite	7:10 a.m.	1:00 p.m.	45 minutes	5 hours and 5 minutes Teacher prep time is not embedded into the day.
Non-site based (District Project Teachers**) TOSAs	7:30 a.m.* *Hours may be flexed per supervisor approval.	3:00 p.m.* *Hours may be flexed per supervisor approval.	45 minutes	6 hours and 45 minutes

**Site-based TOSA work hours follow site hours.

Work Hours by Site for Collaboration Days

	Arrival Time	Leave Time	Duty Free Lunch	Instructional Day
Burroughs	7:10 a.m.	3:00 p.m.	45 minutes	7 hours and 5 minutes
Faller	7:30 a.m.	2:30 p.m.	45 minutes	6 hours and 15 minutes
Gateway	7:30 a.m.	2:30 p.m.	45 minutes	6 hours and 15 minutes
Inyokern	7:45 a.m.	2:45 p.m.	45 minutes	6 hours and 15 minutes
Las Flores	7:30 a.m.	2:30 p.m.	45 minutes	6 hours and 15 minutes

Monroe	7:00 a.m. Collaboration will be shorter	2:35 p.m.	45 minutes	6 hours and 50 minutes
Murray	7:00 a.m. Collaboration will be shorter	2:35 p.m.	45 minutes	6 hours and 50 minutes
Pierce	8:30 a.m.	3:30 p.m.	45 minutes	6 hours and 15 minutes
Richmond	8:30 a.m.	3:30 p.m.	45 minutes	6 hours and 15 minutes
Mesquite	7:10 a.m.	1:00 p.m.	45 minutes	5 hours and 5 minutes
Non-site based (District Project Teachers)**TOSAs	7:30 a.m.* *Hours may be flexed per supervisor approval.	3:00 p.m.* *Hours may be flexed per supervisor approval.	45 minutes	6 hours and 45 minutes

**Site-based TOSA work hours follow site hours.

Sierra Sands Unified School District

Elementary

Minimum Day Schedule

School	Start Time
Gateway	8:00 AM
Pierce	9:00 AM
Richmond	9:00 AM
Las Flores	8:00 AM
Inyokern	8:15 AM
Faller	8:00 AM

Schools complete required educational minutes to meet Ed. Code requirements

ARTICLE X

ASSIGNMENT, VACANCIES, REASSIGNMENT, TRANSFER

General Provisions

- A. 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.
- B. Definitions
1. **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).
 - a. Voluntary reassignments shall be those initiated by a teacher.

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

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

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

3. **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.

4. **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.

5. **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.

C. Teacher on Special Assignment (TOSA):

1. There is a three (3) year limit on out-of-classroom teacher assignments. Year one (1) of implementation commences the 2016-17 school year. At the conclusion of the three year term, the out-of-classroom position(s) will be reopened and any qualified unit member may apply.

D. Secondary assignments: At the secondary level, teaching assignments are made

based on contractual guidelines for filling a vacancy. In addition, because of the complex nature of creating a master schedule of classes, administration will make decisions about teacher assignments based on the needs of the student body with input from department chairs and a survey of member's desired classes. A teacher may meet with a supervisor to receive an explanation of their assignment.

E. Summer School: 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. 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.

F. Home Teaching: For home teaching, the student's current teacher(s) have first right of refusal. Site members shall have priority thereafter. 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.

Vacancy Announcements and Applications

G. 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.

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.

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.

H. 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.
- I. 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

J. 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

K. 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. Any elementary teachers involuntarily reassigned a combination class, or any secondary teacher involuntarily reassigned 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

L. 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 site 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 site building principal as soon as possible after the change is made.

Split Positions

M. 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

N. If, at any given site, a straight grade-level position is eliminated and a combination class, which includes that grade level, is formed, the combination class position will first be available as a voluntary reassignment and filled per the provisions of this article. If no teacher requests a voluntary reassignment to the combination class, then 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.

O. If, at any given site, a combination class is eliminated and two vacancies of the combination class components are 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 XI

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) workdays.

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 E.

H. Certificated Librarian Evaluation form found in Appendix F.

ARTICLE XII

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 dated and 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.

3) During the investigation, the employee has the right to representation at meetings related to the investigation.

4) If the original complaint is not substantial in nature and well founded, it shall not be placed in the personnel file.

5) The District shall respond to any requests for information within five (5) member contracted work days.

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 not 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. 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 that employee's personnel file unless the employee was notified at such time that such materials were to be placed in the file.

D. After four (4) years, a member may submit a written petition to the District to remove derogatory material from his or her files. The District will review that petition and determine whether, in its sole discretion, the materials should be removed from the personnel file. The District shall provide a written decision within thirty days. If the petition is denied, then a rationale will be included in the response. Under no circumstances may a member request removal of any information related to any acts that could be considered (1) a sex offense, (2) child neglect, (3) willfully harming or injuring a child, (4) endangering a child, and/or (5) unlawful corporal punishment or injury.

E. No employee records shall be kept in the personnel file that are false or unsubstantiated. The District shall not include unsubstantiated and/or false complaints in future evaluations or disciplinary actions.

ARTICLE XIII
PROGRESSIVE DISCIPLINE AND
DISCIPLINARY SUSPENSION

A. Discipline of Bargaining Unit Members

1. No discipline shall be imposed without just cause and due process.

The parties agree and acknowledge that progressive measures may be effective alternatives to discipline and agree to implement such measures, as described in Paragraphs A.2 through A.5 below.

2. Progressive discipline is defined as graduated measures taken by a unit member's immediate supervisor and/or District management intended to correct a unit member's misconduct and/or performance deficiencies. Progressive discipline may include the following:

- a. Verbal reprimand
- b. Written reprimand
- c. Suspension without pay for up to fifteen (15) work days

The parties agree that the purpose of progressive discipline is to provide the unit member with notice of area(s) of concern, offer the bargaining unit member an opportunity to improve his/her behavior and/or performance, and/or cease unacceptable performance and/or behavior which may constitute grounds for further discipline. While progressive discipline levels may not be bypassed arbitrarily or capriciously, nothing in this Article shall preclude full or partial bypass of such levels when the behavior or performance warrants a full or partial bypass.

3. Disciplinary suspension is defined as suspension without pay not to exceed fifteen (15) work days. Behaviors resulting in disciplinary suspension may include, but are not limited to:

- a. Excessive, repeated, or unexcused absence or tardiness.
- b. Abuse of leave privileges.
- c. Abusive conduct toward employees, pupils, or public.

4. Nothing in this Article shall, in any way, limit the District's right to document and/or dismiss unit members in accordance with the California Education Code and/or as the District deems appropriate given the unique facts and circumstances of any particular matter.

5. Nothing in this Article shall limit the District's authority to dismiss unit members and/or issue 45-day notices of unprofessional conduct and/or 90-day notices of unsatisfactory performance as specifically authorized under Education Code section 44932 et seq.

B. 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.

C. 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.

D. 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 Notice of Suspension.

E. 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.

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

G. Within five (5) work 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.

H. 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.

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

J. 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.

K. 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.

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

M. Proceedings under this Article may be undertaken independently of the evaluation procedure of Article X.

N. 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.

O. All disciplinary actions, appeals, and related proceedings shall be conducted in a confidential manner, to the extent permitted by law.

ARTICLE XIV

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.

1. The District shall conform to and comply with all health, safety, and sanitation requirements imposed by local, state, or federal law or regulations.

2. All site and District safety committees shall include at least one DATA member selected by DATA.

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.

1. Each classroom and work area shall have a telephone with monitored central office intercom service and an outside line. Further, the unit member shall be provided a portable emergency alert device, such as a "panic button" for use during the workday. The District will not use the portable emergency alert system to monitor unit member location during non-emergency situations.

2. 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 and Battery

1. Unit members shall report cases of assault or battery suffered by them in connection with their employment to their principal or immediate supervisor, who shall report the incident to the police.

a. Such notification shall be forwarded to the Superintendent.

b. 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.

c. The superintendent shall act in appropriate ways as a liaison between the unit member, the police, and the 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 of the damage. Upon verification by either the District or law enforcement, 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 District 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.

M. In the event of an emergency closure of District facilities, including but not limited to natural disaster, quarantine, or government order that require the scheduling of makeup days, the District shall negotiate the impacts and effects of rescheduling the days with the Association.

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

PEER ASSISTANCE AND REVIEW, PEER COACHING, AND TEACHER INDUCTION PROGRAMS

A. PREAMBLE AND DEFINITIONS

1. 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. The Sierra Sands Peer Assistance and Review Program (PAR) for teachers provides a mechanism by which exemplary teachers assist other teachers in the areas of teaching methods and instruction.

2. Definitions:

- a. **Peer Assistance and Review (PAR)**, includes Peer Coaching and Beginning Teacher programs. These programs address professional development needs of teachers who are new to the District, but also those who are on permanent status.

b. PAR Recipients

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

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

iii. **Volunteer Teacher (VT)**, a teacher with permanent status who volunteers to utilize PAR services in order to enhance their teaching skills. A Volunteer Teacher participates in the PAR Program for the purpose of peer assistance only.

iv. **Referred Participating Teacher (RPT)**, an experienced teacher with permanent status who has been referred to the PAR Program as a result of receiving an Unsatisfactory rating by the Principal or Evaluating Supervisor on the Certificate Final Summary Evaluation Report. All permanent teachers receiving such a rating will be required to participate in the PAR Program pursuant to Education Code §44664.

c. Service Providers

i. **The Joint Teacher/Administrator Review Panel**, is a group consisting of one administrator and two Association members who oversee the implementation of this article.

ii. Mentor Teacher (MT), an experienced teacher who provides assistance and support to a newly-hired credentialed teacher (BT) and who meets the criteria as outlined in the Kern County Superintendent of Schools (KCSOS) Teacher Induction Program (TIP).

iii. Peer Coach (PC), an exemplary teacher who consults with and/or provides assistance to an Intern Teacher (IT), a Referred Participating Teacher (RPT), or a Volunteer Teacher (VT), pursuant to the PAR Program requirements.

A. THE JOINT TEACHER/ ADMINISTRATOR REVIEW PANEL

1. Membership: The Joint Teacher/ Administrator Review Panel, hereafter referred to as the "Review Panel" shall consist of three (3) members.

a. Members of the Review Panel will include two (2) certificated teachers, one from each category: TK-5th grade, 6th - 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 two-year terms. Teacher members may not serve more than two consecutive terms. One Panel Member will be appointed by the District.

b. If a teacher elected as 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 as a nomination by the Association Executive Board. This nomination must be approved by the other members of the panel.

2. Organization.
 - a. The Review Panel will, by majority vote, establish the method for selecting a Chairperson, a teacher, who will serve a one-year term.
 - b. The Review Panel shall establish its own meeting schedule as it deems necessary to perform its functions.
 - c. To hold meetings, all three (3) members of the Review Panel must be present.
 - d. The 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 pro-rated at a rate determined by the Review Panel.
3. The 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 majority vote.
4. Responsibilities of the Review Panel
 - a. Coordinate, monitor, and evaluate all aspects of PAR programs;
 - b. Select the list of Peer Coaches and Mentor Teachers for the following school year.
 - c. Vote on whether to approve a list of Mentor Teachers and Peer Coaches who have been assigned by the District to all teachers who are new to the District. This shall take place within the first 30 days of the school year.
 - d. Arrange a meeting for training of a new Peer Coach(es) who have been selected, prior to their participation in the program. The goal of this meeting is to explain the responsibilities of the Peer Coach and to establish

a tentative timeline for the Coach's duties;

- i. The Review Panel will monitor and evaluate the effectiveness of the Peer Coach(es) and will make decisions regarding their continuation in the program.
 - ii. The Review Panel may remove a Peer Coach from the position at any time because of the specific needs of the PAR 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.
 - iii. Mentor Teachers in the Teacher Induction Program may be changed based on the guidelines established by the Kern County Superintendent of Schools.
- e. Send written notification of the various components of the PAR program to target teachers and site administrators;
- f. Make available the list of Peer Coaches and Mentor Teachers. The list will also be available on the intranet.
- g. 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;

h. Establish an annual budget which will be submitted to the Board for approval;

i. Oversee the procedure for application for Peer Coaches and TIP

Mentor Teachers.

j. Establish an application form to be completed for all Peer Coaches.

k. Determine the number of Peer Coaches in any school year, based upon participation in the program, the budget available and other relevant considerations;

l. Review the final report prepared by the Peer Coach 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 whom the Review Panel determines have not demonstrated "improvement" after receiving "sustained assistance" from a Peer Coach;

m. Evaluate the impact of all the components of the Peer Assistance/Peer Review and TIP programs on a regular basis to make improvements and modifications as needed (annually at a minimum)

n. Make 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, Mentor Teachers, 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 subdivisions (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 TIP Mentor Teacher, a Peer Coach, and/or 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, TIP Mentor Teachers, 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. The minimum qualifications for the Peer Coach are as follows:

- a. Be a credentialed teacher with permanent status;
- b. Have substantial recent experience in instruction;
- c. 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 different contexts;

d. Have the 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 online

(and sent via email) and in the District Office. In addition to submitting an application form, each applicant is required to submit one reference from an individual with specific knowledge of his or her expertise:

a. A building principal or immediate supervisor;

b. An Association representative;

c. 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.

Interviews by the Review Panel may also be part of the selection process.

4. Peer Coaches will meet with the Review Panel to discuss their responsibilities and the specific functions of the PAR program.

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

6. Responsibilities of the Peer Coach. The Peer Coach(es) 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.

a. When working with an Interim Teacher (IT) or Volunteer Teacher (VT), the Peer Coach will meet with the recipient teacher to establish goals and develop a written plan for assistance. The plan will be shared

electronically with members of the PAR Panel.

b. When working with a Referred Participating teacher (RPT), the Peer Coach shall meet with the Referred Participating PAR Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, and to develop the written assistance plan and process for determining successful completion of the PAR Program.

i. The PAR Program encourages a cooperative relationship between Peer Coach, the Referred Participating Teacher and the Principal with respect to the process of peer assistance and review. Prior to working with a Referred Participating Teacher, the Peer Coach will meet with the principal or immediate supervisor to review and discuss the basis for referral to the PAR Program. (See Plan for Consultative Assistance D.3.f.)

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

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

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

v. The Peer Coach shall submit a final report to the Review Panel. (See D.3.f.v.) The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred Participating 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.

vi. The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his or her personnel file.

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

7. Remuneration: In addition to their regular salary, a Peer Coach(es) and TIP Mentor teachers 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. \$1,500 per RPT with a maximum of two per year.
- d. For the duration of this Agreement, the Kern County Teacher Induction Program Mentor teacher stipend shall be \$1,500.00 per participating teacher assigned to the Mentor Teacher.
- e. Peer Coaches will earn their individual hourly rate per hour for ITs and VTs with a limit of \$1,500 when providing coaching outside of the regular instructional day. Certificated extra hours' time sheets will be submitted to the Peer Coach's site office manager no later than the 15th of every month. Volunteer 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.
 - a. Beginning Teacher Participants (BT) shall be served following guidelines established by the Kern County Superintendent of Schools Teacher Induction Program. This PAR program will operate on timelines established by District administration with the means of payment for Mentor Teachers established in Paragraph C.7.c. of this article.
 - b. Intern, Preliminary, or Emergency Credential Participants (IT) and Volunteer Teacher participants (VT) shall be served following the timelines

and guidelines of the PAR program established in this section of the contract.

- i. All unit members who possess an Intern Credential, a Preliminary Credential, or an Emergency Credential (IT) are required to participate in the PAR program.
 - ii. These new unit members will be assigned a Peer Coach (PC) by the District. These assignments shall be voted on by the Review Panel at a meeting during the first 30 days of the school year.
- c. 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.
- d. Referred Participating Teacher (RPT) shall be served in the following manner:
 - i. One purpose of PAR is to help veteran teachers in need of development in subject matter knowledge or teaching strategies or both.
 - ii. A Referred Participating Teacher may select their Peer Coach from the list provided by the Review Panel. A different Peer Coach may be selected to work with the RPT at any time during the process if requested by either

the participant or coach with the approval of the Review Panel.

iii. The RPT will be provided assistance by the Peer Coach for ninety (90) school days or one full semester, whichever is greater. At the end of this time, the Peer Coach shall indicate whether the RPT is benefiting from the assistance and whether or not an additional ninety (90) school days of assistance will be productive. A copy of the Peer Coach's report shall be provided to the RPT who shall have the right to submit a written response to the final report. The RPT shall also have the right to request a meeting with the PAR Panel to discuss the report and to be represented at this meeting.

iv. Documents and writings related to an employee's participation in the Peer Assistance and Review are subject to the personnel record exemption provision of the Public Records Act (Government Code section 6250 at seq.). All documents related to participation in the PAR Program shall be maintained in a separate file 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.

v. 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 RPT, 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 RPT's Principal (or designated evaluator) based upon the unsatisfactory rating or ratings in the PAR performance evaluation that resulted in the referral to the program.

vi. As soon as possible following the assignment of a Peer Coach by the PAR Panel, the Peer Coach, Principal (or evaluator) of the RPT, and the RPT 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 this 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.

E. The Plan for Consultative Assistance 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:

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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 RPT;

b) Appropriate observation scheduling and practices;

c) Methodology to create a cooperative relationship with RPT's Principal

d) Professional development activities that may assist in improving a RPT's skills and knowledge

3. Provide for written reports to be submitted by the Peer Coach to be submitted electronically the PAR Panel and the RPT at least every four weeks. As a part of the monitoring process, the Peer Coach may be required to meet with the Panel to discuss the progress of the RPT.

4. Be submitted to the PAR Panel for final development and approval.

F. The Peer Coach's Final Report shall:

1. Describe the measures of assistance provided to the RPT and shall describe the results of the assistance in the area or areas recommended for improvement.

2. Be given to the RPT at least ten (10) days before the report is made to the PAR Panel.
3. 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.

ARTICLE XVII

CATASTROPHICLEAVEBANK

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 (6th) 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.

ARTICLE XVIII

RIGHTS OF THE EXCLUSIVE REPRESENTATIVE

A. Communication and Meetings of the Exclusive Representative -

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. **Use of Bulletin Boards**

a. 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.

b. 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.

2. **Use of District Equipment:** The Exclusive Representative may utilize equipment, i.e., computers, telephones, fax machines, copy machines, and other office equipment for lawful purposes 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.

3. **Site-based Meetings:** When a meeting room is sought and the meeting involves employees from only that school site for lawful purposes, 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.

4. **DATA Site Visits (Meetings involving employees from more than one school site)**
 - a. The President of the Association may establish a schedule for site visits and share this schedule with the Superintendent or his or her designee for approval.
 - i. Approval shall be given in whole or in part unless use of the requested meeting room has been previously granted to another person or group.
 - ii. Once the Superintendent has approved the schedule, the District will share the list with administration at each affected site.
 - b. For site visits which are not included in a previously approved schedule, a designee of the Association shall request advanced approval from the site administrator or his or her designee.
5. 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.
6. The Exclusive Representative shall be allowed up to one (1) hour following the annual teacher's All-Hands meeting. 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 or his or her designee 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. New Bargaining Unit Member Orientation -

The District shall provide DATA with access to its new employee orientations scheduled prior to the start of each school year and will provide DATA one hour prior to lunch during that orientation to address new employees.

1. For employees who are hired after the start of the school year, the District shall schedule orientation meetings on a monthly basis, but the District may cancel those meetings in the event it has not hired any DATA bargaining unit members since the last orientation. The District shall provide DATA with access to these mid-year employee orientations by allowing a DATA representative up to 30 minutes at the end of the employee orientation to address the new employees.
2. The District shall provide DATA notice of the date, time, and location of these orientations via electronic mail not less than ten (10) calendar days prior to the orientation. The unavailability of a DATA representative to participate in the new employee orientations shall not delay the orientation, the employee on-boarding process, or the employee's start date.
3. District administration will excuse themselves during Association time.

D. New Employee Information:

The District shall provide the Exclusive Representative with the full name; job title; department; work location; work, home and personal cellular telephone numbers; personal email addresses on file with the District and home addresses of all new employees within 30 calendar days of the employee's hire date or by the first pay period of the month following hire. The District shall also provide the Exclusive Representative with a list of this same information for all employees on the last working day of September, January, and May.

E. 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 twelve (12) print copies of a newly negotiated agreement and 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 site for meetings held during the teacher work year.

F. Membership Dues

1. Upon notification from the Association to the District of a unit member's decision to become a member of DATA/CTA/NEA, 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. 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.

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

3. For voluntary contributions, other than membership dues, 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.

G. Negotiations - 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. Timeline for Sunshine Proposals

a. 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.

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

c. At the same meeting as the public hearing on the Exclusive Representative's proposal, the District shall introduce its initial proposal in response to the Exclusive Representative proposal.

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

e. If the District and the Association agree, this timeline may be reduced or extended. The District and the Association may present their sunshine proposals and hold a public hearing for both proposals at the same Board meeting so long as this practice does not conflict with the Education Employment Relations Act.

2. Timeline for Negotiations

a. 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.

3. For the purposes of preparing for and participating in 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.

H. Leave for Business of the Exclusive Representative -

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.

I. LCAP Participation -

In accordance with the legal requirement that the District consult employee bargaining units in the development of the Local Control Accountability Plan (Article 4.5, Section 5260g), the Association shall participate in the development of

1. The Association shall select three members as representatives to the District LCAP Committee.
2. The LCAP Committee shall meet at least twice a year.

J. Curriculum Input -

1. The District agrees to consult with the Exclusive Representative in the following areas:
 - a. definition of educational objectives,
 - b. determination of the content of courses and curriculum,
 - c. selection of textbooks,
 - d. a change to a policy mutually agreed to under the Winton Act.
2. "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.

3. If the Exclusive Representative makes a request to consult with the District within five (5) days of the notification given by the District, the District will honor such request.
 4. The Association may initiate a request to consult with the District on any of the areas listed in Paragraph J1. The District shall respond in writing to the request within a reasonable amount of time.
- K. All correspondence from the Exclusive Representative to the District shall be directed to the Superintendent.

ARTICLE XIX

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 XX

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 teacher work day. With the exception of summer break, when a day shall be when the District Office is open for regular business hours.

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 a 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. Within thirty (30) working days that the grievant has knowledge of the occurrence of the alleged violation of the Agreement or through the exercise of reasonable diligence should have known about the occurrence of the alleged violation of the Agreement, the grievant shall discuss the grievance with his/her immediate supervisor and/or appropriate District representative, either directly or through an Association Representative, with the objective of resolving the matter informally. Prior to and during discussion of the grievance with the immediate supervisor and/or appropriate District representative, the grievant may present the problem to the Association grievance review committee for advice and recommendation.

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 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. 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.

N. 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.

O. 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.

P. 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.

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

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on issues submitted.

R. 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 XXI

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 XXII

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 XXIII

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. In-service 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.

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

Dr. April Moore

Dr. April Moore
Superintendent

Dated: 10/19/2023

Bill Farris

Bill Farris
President, Board of Education

Dated: 10/19/2023

Bryan Auld

Bryan Auld
Negotiations Chairperson

Dated: 10/19/2023

DESERT AREA TEACHERS
ASSOCIATION

Eileen Poole

Eileen Poole
DATA President

Dated: 10/19/2023

Nadine Steichen

Nadine Steichen
Negotiations Co-Chairperson

Dated: 10/19/2023

Carla Metelko

Carla Metelko
Negotiations Co-Chairperson

Dated: 10/19/2023

CERTIFICATED SALARY SCHEDULE
FOR 2023-2024 SCHOOL YEAR
9/19/23

	I	II	III	IV	V	VI	VII
Years	Emer Cred	BA + 15	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
1	50,189	56,831	59,538	62,246	64,954	67,663	70,368
2	52,599	56,831	59,538	62,246	64,954	67,663	70,368
3		56,831	59,538	62,246	64,954	67,663	70,368
4		59,240	61,948	64,655	67,365	70,072	72,781
5		61,650	64,359	67,068	69,775	72,484	75,192
6			66,770	69,477	72,186	74,896	77,603
7			69,181	71,889	74,632	77,306	80,009
8			71,482	74,301	77,009	79,717	82,426
9			74,004	76,711	79,419	82,127	84,909
10			76,415	79,123	81,830	84,540	87,247
12				81,532	84,275	86,951	89,658
14				83,945	86,653	89,361	92,070
16				86,356	89,064	91,773	94,481
18				88,766	91,474	94,184	96,890
20					93,887	96,591	99,291
22					96,296	99,006	101,713
24					98,709	101,416	104,124
26					101,119	103,829	106,535
28					103,531	106,239	108,946
30					105,942	108,650	111,358

NOTES

BA + 0 through BA+ 14 with credential = \$56,831

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

Master Stipend= \$1,800

Doctorate Stipend = \$2,800

Special Education Stipend = \$2,000

SIERRA SANDS UNIFIED SCHOOL DISTRICT
 CTE/VOCATIONAL SALARY SCHEDULE FOR 2023-2024
 9/19/23

	I	II	III	IV	V	VI	VII	VIII
YEARS	Journeyman (3 Yrs Exp.)	Journeyman & BA	Journeyman & BA + 15	Journeyman & BA + 30	Journeyman & BA + 45	Journeyman & BA + 60	Journeyman & BA + 75	Journeyman & BA + 90
1	\$ 42.61 \$ 55,180.00	\$ 44.66 \$ 57,835.00	\$ 46.92 \$ 60,761.00	\$ 49.28 \$ 63,818.00	\$ 51.73 \$ 66,990.00	\$ 55.74 \$ 72,183.00	\$ 57.02 \$ 73,841.00	\$ 59.86 \$ 77,519.00
2	\$ 43.85 \$ 56,786.00	\$ 46.03 \$ 59,609.00	\$ 48.34 \$ 62,600.00	\$ 50.78 \$ 65,760.00	\$ 53.30 \$ 69,024.00	\$ 55.98 \$ 72,494.00	\$ 58.73 \$ 76,055.00	\$ 61.67 \$ 79,863.00
3	\$ 45.18 \$ 58,508.00	\$ 47.41 \$ 61,396.00	\$ 49.73 \$ 64,400.00	\$ 52.25 \$ 67,664.00	\$ 54.91 \$ 71,108.00	\$ 57.67 \$ 74,683.00	\$ 60.52 \$ 78,373.00	\$ 63.55 \$ 82,297.00
4	\$ 46.53 \$ 60,256.00	\$ 48.86 \$ 63,274.00	\$ 51.28 \$ 66,408.00	\$ 52.79 \$ 68,363.00	\$ 56.54 \$ 73,219.00	\$ 59.36 \$ 76,871.00	\$ 62.31 \$ 80,691.00	\$ 65.44 \$ 84,745.00
5	\$ 47.91 \$ 62,043.00	\$ 50.28 \$ 65,113.00	\$ 52.79 \$ 68,363.00	\$ 55.48 \$ 71,847.00	\$ 58.27 \$ 75,460.00	\$ 61.14 \$ 79,176.00	\$ 64.21 \$ 83,152.00	\$ 67.38 \$ 87,257.00
6	\$ 50.28 \$ 65,113.00	\$ 51.79 \$ 67,068.00	\$ 54.40 \$ 70,448.00	\$ 57.11 \$ 73,957.00	\$ 59.96 \$ 77,648.00	\$ 62.96 \$ 81,533.00	\$ 66.12 \$ 85,625.00	\$ 69.41 \$ 89,886.00
7	\$ 51.79 \$ 67,068.00	\$ 53.34 \$ 69,075.00	\$ 56.00 \$ 72,520.00	\$ 58.83 \$ 76,185.00	\$ 61.80 \$ 80,031.00	\$ 63.70 \$ 82,492.00	\$ 68.06 \$ 88,138.00	\$ 71.47 \$ 92,554.00
8	\$ 53.34 \$ 69,075.00	\$ 54.95 \$ 71,160.00	\$ 57.74 \$ 74,773.00	\$ 60.63 \$ 78,516.00	\$ 63.64 \$ 82,414.00	\$ 66.79 \$ 86,493.00	\$ 70.12 \$ 90,805.00	\$ 73.65 \$ 95,377.00
9	\$ 54.94 \$ 71,147.00	\$ 56.62 \$ 73,323.00	\$ 59.42 \$ 76,949.00	\$ 62.42 \$ 80,834.00	\$ 65.56 \$ 84,900.00	\$ 68.82 \$ 89,122.00	\$ 72.31 \$ 93,641.00	\$ 75.89 \$ 98,278.00
10	\$ 56.59 \$ 73,284.00	\$ 58.29 \$ 75,486.00	\$ 61.20 \$ 79,254.00	\$ 64.26 \$ 83,217.00	\$ 67.50 \$ 87,413.00	\$ 70.93 \$ 91,854.00	\$ 74.42 \$ 96,374.00	\$ 75.86 \$ 98,239.00
11	\$ 58.29 \$ 75,486.00	\$ 60.08 \$ 77,804.00	\$ 63.04 \$ 81,637.00	\$ 66.20 \$ 85,729.00	\$ 69.53 \$ 90,041.00	\$ 73.02 \$ 94,561.00	\$ 76.67 \$ 99,288.00	\$ 80.48 \$ 104,222.00
12	\$ 60.04 \$ 77,752.00	\$ 61.88 \$ 80,135.00	\$ 64.93 \$ 84,084.00	\$ 68.21 \$ 88,332.00	\$ 71.63 \$ 92,761.00	\$ 75.21 \$ 97,397.00	\$ 78.96 \$ 102,253.00	\$ 82.89 \$ 107,343.00
Graduate Degree Stipend: Masters \$1,800 or Doctorate \$2,800								

SIERRA SANDS UNIFIED SCHOOL DISTRICT
DIFFERENTIAL SALARY SCHEDULE
2023-2024 School Year
9/19/23

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	\$ 3,394	\$ 3,567	\$ 3,748	\$ 3,934	\$ 4,133	\$ 4,454
Varsity Head Coach (all other sports)						
Cheer Advisor. Cheer Advisor is paid on a bi-annual basis	\$ 3,118	\$ 3,269	\$ 3,433	\$ 3,604	\$ 3,788	\$ 3,979
Head JV & Frosh Coach (all sports, including cheer)						
All Assistant Coaches, Trainers	\$ 2,830	\$ 2,968	\$ 3,118	\$ 3,269	\$ 3,433	\$ 3,604
ASB Advisor (HS, MS), Band, Yearbook (HS, MS), Newspaper (HS)	\$ 2,830	\$ 2,968	\$ 3,118	\$ 3,269	\$ 3,433	\$ 3,604
Performing Arts: Stage Band (HS)						
Orchestra (HS, MS)						
Madrigals (HS)						
Vocal Music (HS, MS)						
Drama Adv (HS, MS)						
Drama Techn (HS, MS)	\$ 1,962	\$ 2,063	\$ 2,210	\$ 2,314	\$ 2,430	\$ 2,551
Academic Decathlon (HS)						
Robotics (HS)						
Mathletés (MS)	\$ 1,698	\$ 1,781	\$ 1,872	\$ 1,965	\$ 2,063	\$ 2,165
DEPARTMENT CHAIRS:						
1-20 Sections	\$ 2,077	\$ 2,183	\$ 2,283	\$ 2,403	\$ 2,519	\$ 2,644
21-40 Sections	\$ 2,493	\$ 2,611	\$ 2,745	\$ 2,883	\$ 3,028	\$ 3,180
41-65 Sections	\$ 3,324	\$ 3,493	\$ 3,646	\$ 3,850	\$ 4,042	\$ 4,244
66-99 Sections	\$ 4,157	\$ 4,362	\$ 4,580	\$ 4,808	\$ 5,050	\$ 5,307
100 + Sections	\$ 5,195	\$ 5,454	\$ 5,622	\$ 6,012	\$ 6,321	\$ 6,630
The following positions do not receive increases with salary schedule changes						
MIDDLE SCHOOL DEPT. CHAIRS	\$ 1,500					
MIDDLE SCHOOL COACHES	\$ 1,500					
ELEM. COMBINATION CLASSES	10% of Salary					
ELEM. LIMITED ENGLISH (four or more)	\$ 1,000					
HEAD TEACHER (No Asst. Princ. On Site)	\$ 2,000					
SAT COORDINATORS	\$ 2,000					
ELEM. PBIS COACHES	\$ 1,500					
MUSIC COORDINATOR	\$ 1,500					

SUMMATIVE EVALUATION OF TEACHING PERFORMANCE

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

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	I	E	
STANDARD ONE: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING	1		2		3	Comments/Evidence
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						

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

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	
STANDARD THREE: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	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						

	Satisfactory Definition
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.

	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						

	Satisfactory Definition
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	
	1	2			3	Comments/Evidence
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.

Overall Evaluation:

Does not meet Standards

Meets Standard

Meets Standard - Distinguished

Signature of Evaluator: _____

Signature of Teacher: _____

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**

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

Evaluator: _____

Article I.

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

1 2 3 4 5 6 7

Standard 1: Demonstrates the knowledge and skill to provide for policy development, selection, evaluation, utilization, attribution, and management of information resources and technology.	Does Not Meet Standards	Meets Standards: Satisfactory	Meets Standards: Distinguished
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="radio"/>	<input type="radio"/>	<input type="radio"/>
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="radio"/>	<input type="radio"/>	<input type="radio"/>
1.3 Assess emerging technologies for applications to the instructional program.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
1.4 Involve school community in selecting, using and evaluating resource in a variety of formats, both print and electronic.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
1.5 Instruct staff and students in the ethical use of information, including copyright and fair use.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
1.6 Uphold a high standard for ethical use of information use and technology, fostering digital citizenship awareness in the school community.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
OVERALL RATING FOR STANDARD 1: <input type="radio"/> Unsatisfactory <input type="radio"/> Satisfactory <input type="radio"/> Distinguished			

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

STANDARD 2: 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.	Does Not Meet Standards	Meets Standards: Satisfactory	Meets Standards: Distinguished
2.1 Support decision-making process within the building and throughout the District by serving on site and District leadership teams.	●	●	●
2.2 Participate in school curriculum alignment and collaborate with instructors to improve instruction and teach information skills.	●	●	●
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.	●	●	●
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.	●	●	●
2.5 Check for understanding during instructional delivery and modify, repeat points, and adjust delivery or content for student success.	●	●	●
OVERALL RATING FOR STANDARD 2: — Unsatisfactory • Satisfactory • Distinguished			
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

STANDARD 3: 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.	Does Not Meet Standards	Meets Standards: Satisfactory	Meets Standards: Distinguished
3.1 Develop a budget for resources and technology that reflects the needs, goals, and objectives of the school library media program.	●	●	●
3.2 Allocate budgeted funds based on cooperative planning, program objectives and identified needs.	●	●	●
3.3 Define personnel competencies and provide feedback on staff performance.	●	●	●
3.4 Develop procedures for training and evaluating all library personnel including student assistants and volunteers.	●	●	●
3.5 Provide policies and procedures that assure efficient and effective acquisition, cataloging, processing, circulation, storage, maintenance and retrieval of resources, and equipment.	●	●	●
3.6 Establish a working structure where individual library staff members function as a team to meet overall goals and objectives.	●	●	●
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.	●	●	●
3.8 Present consistent and relevant reports, usage statistics, and data to administration to show impact of all aspects of the program.	●	●	●
OVERALL RATING FOR STANDARD 3: •Unsatisfactory •Satisfactory •Distinguished			
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

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

STANDARD S:	Does Not Meet Standards	Meets Standards: Satisfactory	Meets Standard: Distinguis bed
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.			
5.1 Accept individual differences and be sensitive to the cultural heritage, community values and aspirations of diverse student,	●	●	●
5.2 Select, prepare, and use strategies, activities and resources teacher and community populations.	●	●	●
5.3 appropriate for a diverse population with varying backgrounds, Evaluate and modify learning activities based on feedback cultures, abilities and interests.	●	●	●
5.4 gained from observation and interaction with students. Build a collection that reflects the needs of learners from a variety of backgrounds, cultures and diverse abilities.	●	●	●
OVERALL RATING FOR STANDARD 5:			
•Unsatisfactory •Satisfactory •Distinguished			
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

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.	Does Not Meet Standards	Meets Standards: Satisfactory	Meet Standards: Distinguished
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.	●	●	●
6.2 Work with teachers and parents to motivate and promote independent reading, listening, and viewing among students as lifelong learners	●	●	●
6.3 Foster a collaborative reading program that extends beyond school to broader community involving teachers, parents, community members, and public libraries.	●	●	●
6.4 Provide materials and foster independent reading to support the curriculum, reading for enjoyment, and lifelong learning.	●	●	●
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.	●	●	●
6.6 Collaboratively build collections to reach gifted as well as challenged learners and EL learners.	●	●	●
OVERALL RATING FOR STANDARD 6: •Unsatisfactory •Satisfactory •Distinguished			
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

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

<u>Comments Section:</u>	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.
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Overall Evaluation:
<input type="checkbox"/> Does not meet Standards <input type="checkbox"/> Meets Standards <input type="checkbox"/> 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.

