

JEFFERSON ELEMENTARY SCHOOL DISTRICT

and the

**JEFFERSON
TEACHERS/CTA/NEA**

**CONTRACT
2020 - 2023**



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ARTICLE 1 AGREEMENT

1.1 Bilateral and Binding

- 1.1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement (Agreement) by and between the Governing Board of the Jefferson Elementary School District (Board) and the Jefferson Teachers Association (JTA/CTA/NEA), an employee organization.

ARTICLE 2 RECOGNITION

2.1 Exclusive Representative

- 2.1.1 The Board recognizes the Association as the exclusive representative of all certificated, non-administrative employees of the Board including: all certificated employees, and excluding: all substitute teachers and management, supervisory, confidential and classified employees, for the purposes of meeting and negotiating.

ARTICLE 3 GRIEVANCE PROCEDURE

3.1. Definitions

- 3.1.1. A grievance is an allegation by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
- 3.1.2. A working day is any day which the District has published on the yearly calendar as days on which the District office is open.
- 3.1.3. The immediate supervisor is the lowest level administrator having immediate jurisdiction over the grievance and/or issue and who has been designated to adjust grievances.

3.2. Purpose

- 3.2.1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of unit members. Both parties agree that these proceedings shall be as informal as may be appropriate at any level of the procedure.

3.3. Informal Level

- 3.3.1. Before filing a formal written grievance, the grievant shall attempt to resolve the dispute informally with his/her immediate supervisor/principal. The grievant may have union representation in the informal discussion.

3.4. Formal Level

3.4.1. Level 1

If informal discussion does not resolve the issues to the satisfaction of the grievant, a formal grievance may be presented in writing using the Grievance Form, Appendix A-1, within fifteen (15) working days of the event or incident giving rise to the grievance. The unit member shall submit a copy of the form to the President of the Association, the immediate supervisor, and the Director of Human Resources. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to the grievant within ten (10) working days of the receipt of the grievance. Within the above limits, either party may request a personal conference. If the grievance is resolved, the parties shall sign a Statement of Resolution, Appendix A-3.

3.4.2. Level 2

If the grievant is not satisfied with the decision rendered pursuant to Level 1, or if no written decision has been rendered within the ten (10) working days, he/she may submit an appeal within ten (10) working days of the Level 1 decision on the Grievance Appeal Form, Appendix A-2. The appeal shall include a copy of the original grievance and the decision rendered at Level 1. The unit member shall submit a copy of the appeal to the President of the Association, the immediate supervisor, and the Director of Human Resources. The Superintendent or designee shall investigate the grievance and provide a written disposition, including the reasons therefore, to the grievant within ten (10) working days of receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits. If the grievance is resolved, the parties shall sign a Statement of Resolution, Appendix A-3.

3.4.3. Level 3

If the grievant is not satisfied with the decision rendered pursuant to Level 2, or if no decision has been rendered within ten (10) working days after the due date of the Level 2 decision, he/she may request in writing to the Association that they seek mediation within ten (10) working days of receiving the Level 2 decision. The Association, by written notice to the Superintendent within ten (10) working days after receipt of the request from the aggrieved person, may submit the request for mediation to the Superintendent and the California Mediation and Conciliation Service to provide a mediator to assist the Association and the District to resolve the grievance. Copies of the written request to the Conciliation Service will be sent to the Superintendent and the grievant when the request is made. By mutual agreement, the mediation step may be waived and the Association shall have ten (10) working days to request arbitration. If no request is received in this timeline, the Level 2 decision will be final.

The California Mediation and Conciliation Service will appoint a mediator (who shall be mutually acceptable to the District and Association) within ten (10) working days of receipt of the certified letter, who shall attempt to resolve the grievance. If for any reason the California Mediation and Conciliation Service fails to or refuses to act as provided herein, the Parties shall meet and seek alternative conciliation methods.

The mediator shall not make written or public recommendations relative to the grievance.

If the grievance is resolved, the parties shall sign a Statement of Resolution, Appendix A-3.

3.4.4 Level 4

3.4.4.1 If the grievance is not resolved at level 3, he/she may request in writing to the Association that they submit his/her grievance to arbitration within ten (10) working days of completion of mediation. The Association, by written notice to the Superintendent within ten (10) working days after receipt of the request from the aggrieved person, may submit the grievance to binding arbitration.

3.4.4.2 The Parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) working days of the Association's submission of the grievance to arbitration, a request shall be made to the California State Mediation and Conciliation Service to supply a panel of five names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

- 3.4.4.3 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the Parties of this Agreement.
- 3.4.4.4 All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel, and subsistence expenses, and the cost of any hearing room, will be borne equally by the District and the Association. All other costs will be borne by the Party incurring them.

3.5. Time Limits

- 3.5.1. Time limits provided for at each level shall begin on the day following receipt of the written grievance, written grievance appeal or written decision.
- 3.5.2. The time limits may be extended by mutual agreement.
- 3.5.3. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

3.6. Rights of Representation

- 3.6.1. A unit member alleging a grievance shall, at his/her option, be represented at all stages of the grievance by the Association.

3.7. No Reprisals

- 3.7.1 No reprisals of any kind shall be taken by the district against any grievant, any member of the Association or any other participant in the grievance procedure because of his/her participation.

3.8. Miscellaneous

- 3.8.1. Upon mutual agreement of the district and Association, grievances may be filed at Level 2.
- 3.8.2. When it is necessary for an Association-designated representative to attend a grievance meeting/hearing during the day, s/he shall, upon notice to the immediate supervisor, be released without loss of pay to participate in the foregoing activities.
- 3.8.3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE 4 ORGANIZATIONAL SECURITY/PAYROLL DEDUCTION

4.1 Dues Deduction

- 4.1.1 The right of payroll deduction for payment of organizational dues shall be accorded to the Association. Association dues, upon written notification from the Association to the District, shall be increased or decreased without reauthorization from unit members.

- 4.1.2 Pursuant to initial authorization by the unit member, and notification to the district from the Association, the District shall deduct one-eleventh (1/11) of the Association dues from his/her regular salary check each month, August through June, beginning with the first month after joining the Association.
 - 4.1.2.1 Authorizations and changes received by the District prior to or on the 15th of the month shall be included in the same month's payroll process.
 - 4.1.2.2 Authorizations and changes received by the District after the 15th of the month shall not be required to be included in the same month's payroll process, but shall be included no later than the following month's payroll process.
- 4.1.3 With respect to all sums deducted by the District pursuant to authorization of the unit member, for membership dues, the District agrees promptly to remit such monies to the Association along with an alphabetical list of unit members for whom such deductions have been made and any changes that may have occurred since the previous list.
- 4.1.4 The District shall only discontinue payroll deduction of dues payments for any unit member upon receipt of written revocation from the unit member, subject to the timelines in 4.1.2.1 and 4.1.2.2 above.
- 4.1.5 The Association agrees to furnish any information needed by the District to fulfill the provisions of this article.

ARTICLE 5 NEGOTIATIONS PROCEDURE

5.1 Mutual Benefit

- 5.1.1 The district and the association agree that it is to their mutual benefit to encourage the resolution of differences through the meet-and-negotiate process.

5.2 Date to Begin Negotiations

- 5.2.1 Prior to August 31 of each year, the district and the association shall set a date by which they shall begin negotiations on the re-opener articles of, or the successor to, this agreement.
 - 5.2.1.1 If the parties cannot agree to a date, either party may proceed by submitting opening proposals to the other.

5.3 Public Review

- 5.3.1 The parties shall meet and negotiate in good faith at mutually agreed-to times and places after their proposals have been submitted to public review, as required by law.

5.4 Written Agreements

- 5.4.1 All Agreements reached between the parties shall be reduced to writing and signed by them.

5.5 Responsibilities after Ratification

- 5.5.1 Within ten (10) working days of ratification of the Agreement by both parties, the district and the association shall proof and finalize the language of the complete document, and determine the responsibilities of each party for production and distribution to all bargaining unit members.

5.6 Amendments

- 5.6.1 During the term of this Agreement, the association and the district agree that neither shall be obligated to meet and negotiate with the other over sections in this Agreement except as stipulated in Article 14. However, with mutual agreement, the parties may meet and negotiate amendments to this document, which shall be ratified with the same formality as this Agreement.

ARTICLE 6 HOURS/WORKING CONDITIONS

6.1 Length of Workday

- 6.1.1 Each contract day for unit members shall begin at 8:00 a.m. and conclude at 3:30 p.m.
- 6.1.1.1 Within the contract day, each unit member shall be provided one 45-minute, duty-free lunch period.
- 6.1.1.2 In cases of seriously inclement weather, the district may ask teachers to provide supervision for up to fifteen (15) minutes of the lunch period. This supervision shall be assigned according to Article 6.2.1.
- 6.1.1.3 A teacher may leave the school premises after 3:00 p.m. with the approval of the site principal or designee for medical appointments for themselves or immediate family members or to attend classes for professional growth. Unit members will make every effort not to schedule appointments so as to require them to leave the school site before 3:00.
- 6.1.2 Unit members shall not be required to work on weekends without pay. The district shall make every effort to ensure that non-paid evening duties conclude by 8:30 p.m.
- 6.1.3 In addition to the above workday, unit members are responsible for other duties which include, but are not limited to, program development, professional growth activities, parent conferences, committee assignments, faculty and district meetings, special help to student(s), Back-to-School nights, student supervision, Winter Program, Open House and other assignments and professional responsibilities which are determined by management to be necessary for the efficient operation of the district.
- 6.1.3.1 The District will make a reasonable effort to consult with unit members prior to scheduling conferences with parents outside of the workday set forth in section 6.1.1
- 6.1.4 Staff/faculty meetings may be scheduled approximately twice monthly.
- 6.1.4.1 A tentative schedule of meetings shall be established at the beginning of each semester.
- 6.1.4.2 Staff input on agenda items shall be included and a printed agenda shall be made available to staff.
- 6.1.4.3 Every effort shall be made to conclude faculty meetings no later than 4:30p.m.

6.2 Adjunct Duties

- 6.2.1 All adjunct duties which do not require full faculty participation shall be equitably distributed among unit members. Parties agree that the adjunct duty list at each site will be posted inside the sign-in sheet binder.

6.3 Preparation Time

6.3.1 Each unit member assigned to grades 4 and 5 shall receive one (1) forty-five (45) minute preparation period daily, except on days with special schedules, when each unit member shall receive one (1) preparation/planning period, within evenly-divided student day.

6.3.2 Each unit member assigned to grades 6 through 8 shall receive one (1) preparation/planning period daily, within evenly-divided student day.

6.3.2.1 As of May 1st separate meetings will be scheduled with the physical education and music departments and the site administrator at each campus to compile a tentative schedule of classes for the following school year. It is further agreed that both Departments and their respective site administrators will revisit the schedule prior to the start of the following school year.

6.3.2.2 In the event that a classroom has to be split due to a lack of available substitute coverage, the unit members to whom the students are distributed will be paid as follows.

The daily sub rate of \$250 distributed equally amongst the unit members taking on additional students, at a fixed rate of:

Number of Unit Members	Daily Split Coverage Rate
2 Unit Members	\$125.00
3 Unit Members	\$83.33
4 Unit Members	\$62.50

- Retroactive to July 1, 2022

6.3.3 Unit members shall not be required to substitute during their preparation periods, except in cases of emergency.

6.3.3.1 Unit members who substitute during their preparation periods shall be paid \$35.00 per period. If the unit member substitutes less than 15 minutes they shall be paid \$17.50. Starting with the 11th instance, the unit member shall be paid \$40.00 per period, or if the unit member substitutes less than 15 minutes they shall be paid \$20.00.

6.3.4 Unit members assigned to TK or Kindergarten may be subject to assignment pursuant to Education Code 46118 when not the responsible teacher for a TK or kindergarten class. TK or Kindergarten unit members' daily assigned instructional time shall not exceed the total daily instructional time for primary teachers. Before making his/her decision regarding how a TK or kindergarten unit member's student contact time outside of his/her regular class will be spent, the principal shall solicit the unit member's input.

6.3.4.1 All TK or kindergarten unit members shall be assigned equitable assisting duties.

6.3.4.2 All TK or kindergarten unit members' absences shall be fully covered by a substitute teacher.

6.4 In Service

6.4.1 All required in-service meetings for unit members shall occur during the workday.

6.4.2 All costs for in-service program materials shall be borne by the district.

6.5 Work Year

6.5.1 Unit members shall provide instruction for 180 days per year. In addition, there shall be two (2) full teacher workdays, one and a half (1 ½) prior to the first day of student instruction and one half (1/2) after the last day of student instruction. In addition, there shall be one (1) non-student day for parent conferences. On the first day prior to instruction, teachers will be given time to work in their classrooms. The scheduling of such work days for each school year shall be set forth in Appendix B, "School Calendar."

ARTICLE 7 EVALUATION

7.1 Evaluation Procedure

7.1.1 Probationary and temporary unit members shall be evaluated each school year. Permanent (tenured) unit members shall be every other school year. If a unit member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the first year of return to duty.

7.1.1.1 A permanent (tenured) unit member who receives an unsatisfactory evaluation shall be annually re-evaluated until s/he receives a satisfactory evaluation, or is separated from service.

7.1.2 Unit members to be evaluated during a particular school year shall be furnished a copy of these evaluation procedures, advised of the criteria upon which the evaluation is to be based, notified of the identity of evaluator, and shall meet with said evaluator no later than October 15 of the year in which the evaluation is to take place.

7.1.3 The unit member being evaluated and the evaluator shall meet to discuss:

7.1.3.1 Objectives and standards to be achieved during the evaluation period which shall be set forth on the Goals and Objectives Form (Appendix C). A good faith effort shall be made by evaluator and the unit member to agree on the goals and objectives. If agreement cannot be reached, the evaluator and unit member shall identify their goals or objectives for the unit member separately.

7.1.3.2 The type, length, number and dates of observations. A tentative schedule of the observations, conferences and the final evaluation date shall be developed. Any changes in the tentative schedule necessitated by changes in circumstances for either party shall be redeveloped cooperatively.

7.1.3.3 The unit member shall have the right to identify any constraints which the unit member believes may inhibit his/her ability to meet the objectives and standards established.

7.1.3.4 The site administrator may write the objectives for the unit member if the unit member has not submitted the written objectives by October 15.

7.1.4 The Informal/Formal Certificated Personnel Observation Form shall address the following elements as described in the Jefferson School District Evaluation Form, attached as Appendix C.

7.1.4.1 Standard I: Engaging & Supporting All Students in Learning

7.1.4.2 Standard II: Creating & Maintaining Effective Environments for Student Learning

- 7.1.4.3 Standard III: Understanding & Organizing Subject Matter for Student Learning
- 7.1.4.4 Standard IV: Planning Instruction & Designing Learning Experiences for All Students
- 7.1.4.5 Standard V: Assessing Students for Learning
- 7.1.4.6 Standard VI: Developing as a Professional Educator
- 7.1.5 The evaluation of unit members, pursuant to this Article, shall not include nor be based upon the following:
 - 7.1.5.1 Standardized achievement test results.
 - 7.1.5.2 Results of any tests utilized for the purpose of the Single Plan for Student Achievement.
 - 7.1.5.3 Achievement of objectives stated in Individual Educational Programs (IEP's) of special education students.
 - 7.1.5.4 The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.
- 7.1.6 The formal evaluation process shall include the following activities:
 - 7.1.6.1 Scheduled classroom observations which shall be followed by an evaluation conference normally within three (3) days of the observation, shall ordinarily be two (2) in number.
 - 7.1.6.2 With agreement of both the unit member and the evaluator, the number of classroom observations may be reduced to one (1) in the case of obvious satisfactory performance by tenured unit members.
 - 7.1.6.2.1 Pursuant to Education Code 44664 (a) (3), evaluations may be conducted at least once every five years for personnel with permanent status who have been employed with Jefferson School District for at least ten years, are highly qualified as defined in 10 U.S.C. Section 7801 and whose previous evaluation rated the employee as meeting satisfactory rating, if the evaluator and the certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw this agreement at any time.
 - 7.1.6.3 A unit member shall, upon request, be entitled to one (1) additional scheduled observation and conference, subject to the procedures stated in 7.1.6.1 above.
 - 7.1.6.4 In preparing the interim and final evaluation form for placement in the unit member's personnel file, the evaluator shall rely primarily upon data collected through formal and informal classroom observations, evaluation conferences or other personal observations of the unit member's performance.
 - 7.1.6.5 The unit member shall have the right to attach written comments in response to his/her evaluation form. Written responses from unit members shall be permanently attached to the evaluation documents.
 - 7.1.6.6 Unit members shall not be evaluated on, or held accountable for, any aspect of the educational program over which the unit member has no authority to correct deficiencies.

- 7.1.6.7 Any deficiencies which may have been brought to the attention of the unit member, and subsequently corrected, shall be so noted on the corresponding evaluation documents. A final written evaluation, evaluation conference, and review of Goals and Objectives shall be held with the permanent (tenured) unit member no later than April 15.
- 7.1.6.8 For non-tenured unit members, one (1) formal classroom observation, evaluation, and evaluation conference shall be held prior to November 30. The second formal classroom observation, evaluation, evaluation conference, and review of Goals and Objectives shall be completed by March 1.
- 7.1.6.9 The unit member shall sign the evaluation form signifying only that s/he has read the document and has had the opportunity to provide a written response.
- 7.1.6.10 In the case of an observation(s) or evaluation(s) that does not meet satisfactory standards, the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies, including specific recommendations for improvement.
- 7.1.6.11 Neither unit members, nor any non-certificated non-administrative personnel, shall participate in the evaluation(s) and/or observations of unit members.
- 7.1.6.12 Alleged procedural violations to this Article shall be subject to the grievance procedure. The content of evaluations shall not be subject to the grievance procedure.
- 7.1.6.13 Unit members not being evaluated during a particular year shall meet with the site principal no later than October 15 of each year to establish Goals and Objectives to be achieved during the year.

7.2 Goals & Objectives

Unit members not being evaluated during a particular year shall meet with the school principal no later than October 15, of each year to establish Goals and Objectives to be achieved during the year which shall be set forth in Appendix C.

- 7.2.1 The site administrator shall complete the Goals and Objectives Form for the unit member by October 30, if the unit member has not submitted his/her Goals and Objectives Form by October 15.
- 7.2.2 The site administrator shall meet with the unit member by May 15 to review Goals and Objectives.

7.3 Personnel Files

- 7.3.1 There shall be a single personnel file for each unit member. Personnel files shall be kept in the central administrative office of the District.
- 7.3.2 Materials in the personnel file of a unit member, except as noted below, shall be made available for inspection by the unit member involved. Upon authorization by the unit member, an Association representative may review the unit members file or accompany the unit member in his/her review of the file. Materials excluded from inspection shall be ratings; reports on records which were obtained prior to the employment of the unit member involved, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination or interview.

- 7.3.2.1 Unit members shall have the right to obtain one copy of personnel file materials, upon request, at no charge to the unit member.
- 7.3.3 Information of a derogatory nature, except material excluded in accordance with section 7.3.2.1 above, shall not be entered or filed until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments.
 - 7.3.3.1 Such review, and any preparation of comments in response to the information, shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.
- 7.3.4 All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.
 - 7.3.4.1 All material destined for a unit member's personnel file shall be presented to the unit member for his/her signature, which indicates only that the documents have been read and that the right to attach written responses is known, before the material is placed in the personnel file.
 - 7.3.4.1.1 Failure of the unit member to sign the document shall not prevent its placement in the personnel file.
- 7.3.5 Access to a unit member's personnel file shall be limited to a "need to know" basis. The contents of all personnel files shall be kept in strictest confidence.
 - 7.3.5.1 The district shall keep a log indicating the dates and names of all persons examining personnel files, except that district office personnel performing administrative personnel functions are not subject to this requirement. Such log shall be available for examination by the unit member or his/her authorized Association representative.

7.4 Public Charges

- 7.4.1 No negative and/or unsatisfactory evaluation shall be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator from students, parents and/or citizens unless the procedures below have been followed.
 - 7.4.1.1 Any student, parent or citizen complaint about a unit member shall be reported to the unit member by the administrator receiving the complaint.
 - 7.4.1.2 If the involved unit member believes the allegations in the complaint warrant a meeting, the immediate supervisor shall attempt to schedule a meeting between the unit member and the complainant. At the request of the unit member, an Association representative may be present at the meeting.
 - 7.4.1.2.1 Even if the complainant refuses to attend the meeting, the district shall meet with the unit member to attempt to resolve the matter.
 - 7.4.1.3 If the matter is not resolved at the meeting, the complaint must be reduced to writing by the complainant or the district, the original submitted to the district and a copy to the unit member.
- 7.4.2 Complaints which are withdrawn, shown to be false, or are not sustained by reasonable investigation shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.

7.5 Derogatory Materials

- 7.5.1 All derogatory material in the personnel file that is more than four (4) years old shall be sealed at the request of the unit member and shall only be made available if needed by the district as rebuttal during disciplinary proceedings against the unit member.

7.6 Classroom Aides and Student Teachers

- 7.6.1 The work of each classroom aide while in the classroom shall be directed by the unit member to whom the aide is assigned.
- 7.6.2 No classroom aide shall participate in the evaluation of a unit member.
- 7.6.3 The district shall make a good faith effort to offer unit members the opportunity to discuss his/her needs and state preferences before assigning instructional aides.
- 7.6.4 The district shall work cooperatively with unit members on the assignment of student teachers from local teacher training institutions. No student teacher shall be assigned to work with a unit member over the unit member's objection.

ARTICLE 8 VACANCIES, TRANSFERS, ASSIGNMENT

8.1 Vacancies

- 8.1.1 A vacancy is any vacated or newly-created bargaining unit position.
- 8.1.2 The posting date is the date on which vacancies are announced by the district in writing on a vacancy posting.
- 8.1.3 The closing date is the date through which unit members may submit applications for vacancies.
- 8.1.4 The district shall post at each school site and at the district office each vacancy as soon as it occurs. Each posting shall contain the following:
 - 8.1.4.1 A closing date which is at least ten (10) full working days following the posting date.
 - 8.1.4.2 A description of the position and its location, if known.
 - 8.1.4.3 The credentials and/or special qualifications required for the position.
- 8.1.5 No decision to fill the vacancy shall be made until after the closing date, unless required to avoid substantial disruption of the educational process.
- 8.1.6 The district shall provide email notification during summer or other recess or period of leave, of any posted vacancies which arise during such periods.

8.2 Transfer Procedure

- 8.2.1 A transfer is a change of assignment from one subject area, grade level or school, to another.
 - 8.2.1.1 Subject area assignment shall mean that all, or nearly all, of the assignment is in a specified subject.
- 8.2.2 First consideration for unit members seeking transfers shall mean prior to considering new-hires. While First Consideration does not assure selection, it shall require the district, upon request, to meet with any unit member not selected to discuss the district's reasons for

denial of his/her request for transfer.

- 8.2.3 A unit member may submit a request for transfer form for any upcoming school year by May 15, and it shall be kept on file and referred to by the district as vacancies occur through the first teacher workday.
- 8.2.4 A transfer request shall not be denied arbitrarily or capriciously.
- 8.2.5 Unit members on or returning from, leaves of absence shall be afforded all rights provided under this Article.
- 8.2.6 The district shall provide assistance in the moving of the unit member's teaching and classroom materials whenever a unit member is transferred.
- 8.2.7 Unless an emergency situation exists, all transfers shall be communicated to unit members in writing at least five (5) days before taking effect.
- 8.2.8 Three (3) days of released-time shall be allowed for preparation for any transfer for which the unit member is notified less than five (5) days prior to the first working day of, or anytime during, the school year.

8.3 Voluntary Transfer

- 8.3.1 A voluntary transfer is a requested, or voluntarily accepted, change of assignment by the unit member. An Acknowledgment of Certificated Voluntary/Involuntary Transfer form will be completed by the unit member and site administrator for each transfer.
- 8.3.2 First Consideration shall be given to unit members who submit transfer requests, based on the following criteria:
 - 8.3.2.1 The needs and efficient operation of the district.
 - 8.3.2.2 Qualifications, including recent training, of the unit member compared to those of other candidates for both the position to be filled and the position to be vacated.
 - 8.3.2.3 Certification requirements.
 - 8.3.2.4 Seniority in the district.

8.4 Involuntary Transfer

- 8.4.1 An involuntary transfer is a change of assignment imposed on the unit member by the district. An Acknowledgment of Certificated Voluntary/Involuntary Transfer form will be completed by the unit member and site administrator for each transfer.
- 8.4.2 The district reserves the right to transfer unit members to meet the needs of the district.
- 8.4.3 No unit member will be involuntarily transferred more than once in a three year period unless the transfer is necessary for the following purposes: 1) part of a defined program to assist the unit member improve deficiencies noted in his/her evaluation, 2) opening of a new school, 3) to prevent there being a majority of new teachers at a grade level, or 4) needed because all teachers at a particular grade level are ineligible due to previous involuntary transfers.
- 8.4.4 Before the implementation of any involuntary transfer, the district will meet with the unit member being transferred within 5 days to review the district's needs and reasons for such transfer. District will consider seniority in the district when assigning involuntary transfers. The district agrees to continue to determine seniority as outlined in Article 8.7.

- 8.4.5 If a unit member is involuntarily transferred due to their position being eliminated, and their original position reopens prior to the start of the next school year, the unit member will have the rights to return to that position.

8.5 Job-Share

- 8.5.1 Unit members who transfer into a job sharing assignment shall, for one (1) year, have the right to transfer back to his/her previous or comparable assignment.
- 8.5.2 Assignments comparable to each other under 8.5.1 are:
 - Kindergarten, Grades 1, 2 and 3
 - Grades 4, 5 and 6
 - Grades 6, 7 and 8

8.6 Notification of Assignment

- 8.6.1 Not later than June 1 of each school year, each unit member shall be given written notice of his/her next year's tentative assignment. Such notice shall specify the site, grade or grade level, and subject area to which the unit member will be assigned.
 - 8.6.1.1 Upon request, unit members shall be given access to all pupil personnel information that explains special problems which s/he may encounter from any pupils assigned to the unit member.

8.7 Seniority

- 8.7.1 A unit member on an approved leave of absence shall continue to earn seniority while on such leave.
- 8.7.2 A unit member's seniority shall accrue during layoff in accordance with the Education Code.
- 8.7.3 The determination of seniority in the manner described above shall not apply to determine employment rights in the event of a layoff.

ARTICLE 9 LEAVES

9.1 General Leave Rights

- 9.1.1 Paid leave of absence means that a unit member shall be entitled to:
 - 9.1.1.1 receive all salary and health and welfare benefits provided by this Agreement.
 - 9.1.1.2 return to the same assignment which s/he held immediately preceding the leave whenever the leave is for one (1) year or less, subject to the district's right to reassign as outlined in Article 9
- 9.1.2 Unpaid leave of absence means that a unit member shall be entitled to:
 - 9.1.2.1 all his/her health and welfare benefits for the balance of the month in which the leave begins.
 - 9.1.2.1.1 Thereafter, s/he shall be allowed continued benefits at his/her own expense.
 - 9.1.2.2 up to or within one (1) year, and subject to the district's right to reassign as outlined in

Article 9, return to the same position and assignment s/he had prior to the leave unless that position was filled with a permanent or probationary unit member. In such cases, the returning unit member shall, where possible, be entitled to a comparable position.

- 9.1.2.2.1 Positions comparable to each other are:
 Kindergarten, Grades 1, 2 and 3
 Grades 4, 5 and 6
 Grades 6, 7 and 8.

9.1.2.3 While on unpaid leaves of absence, unit members shall neither accrue additional nor lose earned credit for salary increments or tenure.

9.1.3 A unit member who is employed less than full-time shall be entitled to accumulate and use the leaves allowed in this Article at a rate that is proportionate to a full-time assignment.

9.1.4 Unit members on leave shall receive no diminution of employment status except that leave time shall not count toward work-time credit for probationary unit members in earning permanent status, as required by the Education Code.

9.2 Sick Leave

9.2.1 Unit members shall be granted 75 hours of Sick Leave with pay each year. This leave shall be available for use on the first day of the service year.

9.2.1.1 Unused Sick Leave shall accumulate from year-to-year.

9.2.1.2 Unit members shall notify the district of his/her use of Sick Leave no later than 6:00 a.m. on the day of the leave.

9.2.1.3 Unit members who do not use Sick Leave until or after 3:00 p.m. on any duty day shall receive no deduction in their Sick Leave accounts.

9.2.1.4 Deductible sick leave shall normally be taken in one-half (1/2) day (3.75 hours) increments.

9.2.1.5 Deductible sick leave may be taken in half hour increments during the first two hours of the workday (8:00 a.m. – 10:00 a.m.) or the last two and a half hours of the workday (1:00 p.m. – 3:30 p.m.). Unit members will be responsible for requesting their sub when using this type of leave. This type of leave will be allowed for a maximum of five (5) times of no more than two and a half (2 ½) hours each day. This leave cannot be taken on Monday afternoons without prior approval of site administrator.

9.2.1.6 The District may require a medical professional's verification of illness if any employee has been on sick leave for four (4) or more consecutive days, or if, after counseling with the employee, a questionable pattern of absence persists.

- 9.2.1.6.1 A questionable pattern of absence is indicated by repeated absences that occur such as listed below:
1. before or after holidays
 2. on Mondays/Fridays
 3. on specific activity days such as staff development days
 4. intermittent usage of short duration

9.2.1.6.2 Any employee with a questionable absence pattern may be required to

submit a medical certificate verifying his/her illness or injury for any subsequent days of absence. Any such request for verification shall be preceded by written warning from the District that the employee may be required to provide such certificate prior to any further sick leave usage. Any such written warning shall remain in effect.

- 9.2.2 Accumulated Sick Leave from another district shall be accepted if the unit member was employed in a position requiring certification qualifications and his/her service in the other district ended not more than one (1) year prior to beginning service in this district.
- 9.2.3 The district shall, by November 1 of each year, provide each unit member with an accounting of the number of days of Sick Leave s/he has accumulated, plus the number of days to which the unit member is entitled for the current school year.
- 9.2.4 Unit members shall have the right to use accumulated Sick Leave for adoption, pregnancy, miscarriage or childbirth and recovery there from under the same terms and conditions governing leaves of absence from illness or disability.
 - 9.2.4.1 The length of such leave, including the date on which the leave is to begin and the date on which the duties are to be resumed, shall be determined by the unit member and her physician.
 - 9.2.4.1.1 The district may, at its discretion, grant an unpaid leave of absence to a pregnant unit member prior to the beginning of her use of accumulated Sick Leave.
 - 9.2.4.2 Leave taken under this section shall run concurrently with leave taken under the Family Medical Leave Act and California Family Medical Care Leave Act.

9.3 Extended Sick Leave

- 9.3.1 Upon exhaustion of all accumulated Sick Leave, a unit member who continues to be absent under the provisions of this Article shall receive extended Sick Leave, for up to five (5) school months, and the difference between his/her pay and that which is actually paid a substitute employee to fill his or her position during his or her absence not to exceed the amount paid by the District for long-term substitutes. If no substitute is employed, the amount deducted from the unit member's pay shall not exceed the amount which is paid to a day to day substitute. The five-month extended leave period shall begin after the exhaustion of all accumulated sick leave and shall be limited to one five-month period per illness or injury. However, if the school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. Leave under this section shall run concurrently with leave taken under the Family Medical Leave Act and the California Family Medical Care Leave Act.
 - 9.3.1.1 Extended Sick Leave shall not accumulate from year-to-year.

9.4 Personal Necessity Use of Sick Leave

- 9.4.1 A unit member may use, at his/her election, up to and including, seven (7) days per year of accumulated Sick Leave for personal necessity. Leave under this section shall not accumulate from year to year.
- 9.4.2 Reasons for Use of Sick Leave for Personal Necessity shall be

- 9.4.2.1 9.4.2.1 Death of any member of the immediate family when the number of days needed exceeds the allowance granted under Bereavement Leave.
- 9.4.2.2 A female employee shall submit a request for maternity disability as far in advance as possible normally not less as thirty (30) days, prior to the expected beginning date of disability. The request shall include a statement from the employee's physician giving the beginning date of disability and the anticipated date of return.
- 9.4.2.3 Accident or serious illness involving the unit member or any member of the immediate family, or accident involving the property of the unit member or any member of the immediate family.
- 9.4.2.4 fire, flood or any other immediate danger to the home of the unit member.
- 9.4.2.5 when the wife and/or child of the unit member leave the hospital after the birth of the child.
- 9.4.2.6 required court appearance except when the court action is initiated by the unit member.
- 9.4.2.7 personal business of a serious nature, such that the unit member cannot disregard it. It is understood that such leave is not intended for extension of holidays, recreation or for matters that can be taken care of outside of work hours, except as specified in 9.4.5.
- 9.4.3 The district may, at its discretion, grant use of accumulated Sick Leave for reasons other than those enumerated above.
- 9.4.4 Unit members shall submit notification for Personal Necessity Use of Sick Leave to their immediate supervisor at least one (1) day prior to the beginning date of the leave, except where extenuating circumstances make this impossible. In emergencies, unit members shall make every effort to notify the district as soon as possible.
- 9.4.5 Unit members shall be granted up to two (2) of the seven (7) Personal Necessity days per year for use at their discretion.
 - 9.4.5.1 Up to three (3) unit members shall be granted discretionary use of Personal Necessity days at the same time.
 - 9.4.5.1.1 Unit members may not use discretionary Personal Necessity Leave on Staff Development days or the full day of Parent/Teacher conferences.
 - 9.4.5.2 For discretionary use of Personal Necessity days, unit members shall submit notification to their immediate supervisor at least five (5) days prior to the beginning date of the leave.

9.5 Sick Leave Without Pay

- 9.5.1 Upon exhaustion of all accumulated Sick Leave and Extended Sick Leave, a unit member shall be granted, upon request, Sick Leave Without Pay for the remainder of the current school year and up to one (1) additional school year.
 - 9.5.1.1 The unit member shall furnish the district, upon request, a physician's verification of his/her need for such Sick Leave.

9.6 Industrial Accident and Illness Leave

9.6.1 Section 44984 of the Education Code shall be supplemented as follows:

- 9.6.1.1 A unit member shall be entitled to sixty (60) duty days per year per industrial accident/illness.
- 9.6.1.2 The total of the unit member's temporary disability payments and the portion of salary due him/her during this absence shall equal 100% of salary.
 - 9.6.1.2.1 Wage loss benefit payments that cause the unit member's compensation to exceed 100% of salary shall be endorsed to the district.
- 9.6.1.3 The unit member shall, upon district request, be examined by a medical doctor chosen by the district to assist in determining the length of time the unit member will be unable to perform assigned duties, and the degree to which the disability is attributable to the industrial accident/illness.
- 9.6.1.4 A unit member shall notify the district that s/he has received medical approval to return to work.
 - 9.6.1.4.1 If the district questions the unit member's ability to perform the duties of his/her position, the district may arrange for the unit member's examination by a district-chosen physician for examination and clearance to return to work.
 - 9.6.1.4.2 The unit member shall remain on paid leave until the district's physician renders his/her opinion on the unit member's ability to return to work.
- 9.6.1.5 The benefits provided in this Article are in addition to Sick Leave benefits. Accordingly, unit members shall receive no deduction in their Sick Leave accounts for absence resulting from industrial accident/illness.
- 9.6.1.6 Leave taken under this article shall run concurrently with leave taken under the Family Medical Leave Act and the California Family Medical Care Leave Act.

9.7 Personal Leave Without Pay

- 9.7.1 Upon approval by the district, Personal Leave Without Pay may be granted to unit members for up to one (1) school year, to pursue personal interests such as, but not limited to, child-rearing, caring for a member of the immediate family who is ill, serving in an elected position, professional study, research or Peace Corps/Vista.
 - 9.7.1.1 The unit member may request an early termination of his/her leave period and immediate return to a unit position. The district shall place the unit member in any vacancy for which the unit member is qualified. If no vacancies exist, the district shall meet with the unit member to consider interim positions to which the unit member could be assigned until a vacancy occurs.
 - 9.7.1.2 The district may, at its discretion, grant an extension of the leave for up to one (1) additional school year.

9.8 Bereavement Leave

- 9.8.1 A unit member shall be granted Bereavement Leave for the death of, or in time of war MIA notification for, any member of the immediate family. This leave shall be for three

(3) days, unless travel of more than two hundred fifty (250) miles each way is required; in such case the length of the leave shall be for five (5) days.

9.8.1.1 Bereavement Leave shall not accumulate from year-to-year.

9.8.2 Members of the immediate family of the employee, or of the employee's spouse or registered domestic partner, as used in this Article, are defined as:

- the mother, father, step father, step mother;
- step children, step grandparents, step brother, step sister;
- grandmother, grandfather, grandchild;
- brother, sister, son, daughter;
- brother-in-law, sister-in-law, son-in-law, daughter-in-law;
- aunt, uncle, niece or nephew;
- spouse or registered domestic partner;
- any relative living in the immediate household of the employee.

9.9 Judicial Leave

9.9.1 Unit members shall be granted Judicial Leave to serve as a juror or to appear in court as a witness, other than as a litigant, or to respond to an official order/subpoena. The need for such court appearance shall not be brought about by the unit member's misconduct.

9.9.1.1 Unit members shall notify the district of their use of Judicial Leave at least five (5) working days prior to the beginning date of the leave.

9.9.2 Any compensation, less any mileage/meal expenses, received for serving as a juror or appearing as a witness shall be endorsed over to the district so that the unit member's compensation for any days of absence for Jury/Witness Leave shall be neither greater nor less than his/her regular salary.

9.10 Disability Applicant Leave

9.10.1 The district may grant a leave of absence to any unit member who has applied for a disability allowance from the State Teachers' Retirement System (STRS). This leave shall not extend more than thirty (30) days beyond the final determination of the disability allowance.

9.10.2 If the unit member is determined to be eligible for the disability allowance by STRS, such leave shall be extended for the term of the disability, for up to and including thirty- nine (39) months from the date of notification of the determination.

9.11 Military Leave

9.11.1 Unit members who enter active military service, as defined in Education Code 44800, during any period of declared national emergency and are called for training duty shall be granted leave under the provisions of the Military and Veterans Code.

9.11.2 Within six (6) months of leaving military service, or of being placed on inactive duty, unit members shall be entitled to return to positions comparable to that held at the time they entered military service, and at the salaries to which they would have been entitled had they not been absent from the district.

9.12 Parental Leave

The District will provide Parental Leave to eligible unit members pursuant to the requirements of Education Code section 44977.5

ARTICLE 10 SAFETY

10.1 Safe Working Conditions

- 10.1.1 Unit members who discover a condition on the job which he/she believes is unsafe or believes it might endanger health, shall take any steps in his/her immediate control to alleviate the unsafe or unhealthy condition, and report immediately the condition to the district.
- 10.1.2 The district shall attend to any reported unsafe or unhealthy condition within five (5) school days, with the intent to correct the condition.
 - 10.1.2.1 If the reported unsafe or unhealthy condition cannot be corrected within (5) school days, the status of the corrective action shall be communicated to the unit member.
- 10.1.3 The district shall maintain health and safety standards in accordance with applicable state law.

10.2 Student Discipline

- 10.2.1 A unit member may suspend a student from his/her class for any of the acts enumerated in Section 48900 for the day of suspension and the day following. The unit member shall immediately send the student to the principal for appropriate action. As soon as possible, the unit member shall ask the parent/guardian of the student to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent so requests. The student shall not be returned to the class from which he/she was suspended, during the period of suspension, without the concurrence of the unit member and the principal.

10.3 Specialized Health Care

- 10.3.1 No unit member shall be required to provide unreasonable specialized health care service, other than the dispensing of oral, prescription medications, without his/her consent. Unit members may consent to perform other specialized health care service.
 - 10.3.1.1 The district shall provide each unit member who has consented to provide specialized health care, necessary in-service training upon request.
- 10.3.2 The district shall comply with all Education Code and Title V provisions in order that unit members providing specialized health care services may do so in a safe, appropriate environment.
- 10.3.3 The district shall indemnify and hold harmless from liability, as required by law, any unit member who performs specialized health care services.
- 10.3.4 Unit members performing specialized health care services shall do so only with the expressed authorization from the district, except in an emergency.

ARTICLE 11 ASSOCIATION RIGHTS

11.1 Mail Facilities

- 11.1.1 The Association shall have the right to use the district mail service and unit member mailboxes for communications to unit members without interference, censorship, or examination of such communications by the employer. No materials that would expose the district to liability shall

be placed in mailboxes.

11.2 Bulletin Boards

- 11.2.1 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one (1) of which shall be provided in each school building in areas frequented by unit members. All Association postings for bulletin boards or Association items for school mailboxes shall contain the date of posting or distribution and the identification of the Association.

11.3 Use of Buildings and Equipment

- 11.3.1 The Association shall have the right to use school facilities and equipment during all reasonable hours for meetings and similar Association activities subject to similar terms and conditions regarding scheduling as other persons and organizations, except without charge.

11.4 Access to Information

- 11.4.1 The district agrees to make reasonable and timely efforts to furnish to the Association all available information regarding matters related to the maintenance and re- negotiation of this agreement, including staffing and personnel information, as allowed by law, so that the Association may fulfill its role as exclusive representative.
- 11.4.2 The District shall provide at least 10 days' notice to the Association of any scheduled group orientation for new unit members and, during this orientation, permit the Association up to 30 minutes to address the new unit members.
- 11.4.3 If available, the District shall provide the Association the name, work location, address, home and personal cellular telephone number, and personal email address of new unit members within 30 days of employment, or at the first pay period following employment unless the unit member has requested this information be withheld to preserve personal privacy. The District agrees to provide the Association with this information for all employees in the bargaining unit twice yearly in October and April.

11.5 Association Business

- 11.5.1 The Association shall be provided a total of three (3) days per year of released time, for its designee(s), reimbursable at the daily substitute salary rate whenever a substitute is engaged.

ARTICLE 12 SAVINGS PROVISION AND STATUTORY CHANGES

12.1 Provisions Found Contrary To Law

- 12.1.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall be deemed invalid, except to whatever extent is permitted by law; but all other provisions shall continue in full force and effect.

12.2 Renegotiation Of Affected Provisions

- 12.2.1 The parties shall meet no later than forty-five (45) working days after learning of such court decision to renegotiate the provision(s) affected.

12.3 Incorporation Of Improvements In Law

- 12.3.1 Improvements in benefits in this Agreement due to amendment to, or addition of, statutory guarantees provided in state or federal law shall be incorporated into this Agreement, as soon

as required by law.

12.4 Renegotiation Over Reductions In Law

- 12.4.1 Reduction/elimination of benefits in this Agreement due to amendment to, or repeal of, statutory guarantees provided in state or federal law shall obligate the parties, within forty-five (45) working days of such amendment or repeal, to commence negotiations regarding matters related to the reduction/elimination of such benefits.

ARTICLE 13 EFFECT OF AGREEMENT

13.1 Agreement Supersedes

- 13.1.1 This Agreement shall supersede any rules, regulations or practices of the Board which are or may in the future be contrary to or inconsistent with its terms.

13.2 Interpretation and Application

- 13.2.1 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

ARTICLE 14 TERM AND RE-OPENER

14.1 Term

- 14.1.1 This Agreement shall remain in full force and effect from July 1, 2020 through June 30, 2023.

14.2 Re-openers During Multi-Year Agreements

- 14.2.1 Yearly re-openers shall include Salaries, Health and Welfare Benefits and Calendar.

14.2.1.1 For the second and third year of this multi-year agreement, up to one (1) additional Article may be reopened by each party.

14.2.1.2 The parties may mutually agree to leave the named Articles in 14.2.1 closed in exchange for any other Articles of the Agreement.

ARTICLE 15 HEALTH AND WELFARE BENEFITS

15.1 Carrier

- 15.1.1 All health and welfare benefits outlined hereafter shall be provided by a mutually agreed carrier until the District and the Association mutually agrees to change the carrier.

15.2 Benefits Contribution

- 15.2.1 The district shall provide a maximum of \$10,200 per year to each unit member for health and welfare benefits, starting on July 1, 2023.

15.2.1.1 Single or family health insurance plan,

15.2.1.2 Single or family dental insurance plan,

15.2.1.3 The District and the Association will mutually agree to a life insurance carrier.

- 15.2.1.4 Single or family vision insurance plan, which includes annual exams, annual lens replacement if the prescription changes, and bi-annual frames.

15.3 Benefits for Part-Time Unit Members

- 15.3.1 Unit members employed less than full-time shall receive district-paid benefit contributions in the same proportion as their employment is to 1.00 FTE.

15.4 Excess Cost

- 15.4.1 Unit members whose benefits costs exceed the maximum district contribution specified in 15.2.1 shall have the balance of premiums-due deducted from their monthly paychecks.

15.5 Duration of Benefits

- 15.5.1 Unit members, including those whose employment terminates after the last day of school in any year, shall have fringe benefits effective from the first day of active service through August 31.

- 15.5.1.1 Unit members, who terminate employment prior to the close of the school year, shall be provided coverage up to and including the last day of the month in which the termination occurred.

- 15.5.2 Benefits for unit members on unpaid leave shall be provided as specified in Article 9.1.2.

- 15.5.2.1 Unit members' single or family insurance coverage shall be canceled under the following conditions:

- 15.5.2.1.1 The unit member's leave expires and s/he does not return to active Duty.

- 15.5.2.1.2 Any premium-due payment owed by the unit member is not received in the district office by the twentieth (20th) day of the month preceding the month of coverage.

ARTICLE 16 SALARIES

16.1 Salary Schedule

- 16.1.1 For 2022-2023, the district shall offer a 10% ongoing salary increase beginning July 1, 2022. In addition, the district shall offer an additional 1% ongoing salary increase beginning at Step 15, an additional 2% ongoing salary increase beginning at Step 19, and an additional 1% ongoing salary increase beginning at Step 22, all beginning July 1, 2022.

At the bottom of the salary schedule, the following language will be amended to read:
Longevity Stipend of 2% at 30 years of service and 35 years of service.

16.2 Salary Schedule Implementation

- 16.2.1 Unit members whose employment is less than the number of workdays set forth in this Agreement shall receive the salary of their class and step on the salary schedule, prorated to the amount of their employment. Notwithstanding the above, unit members who serve for one (1) full semester shall receive not less than one-half (1/2) the annual salary applicable to their class and step.

- 16.2.2 Unit members covered by the salary schedule include those identified in the Recognition Article of this Agreement.
- 16.2.3 The annual salaries set forth in this Agreement shall be paid in twelve (12) installments. Monthly salaries are payable on the last day of each month with appropriate deductions.
 - 16.2.3.1 Salary payments for services in addition to the unit member's regular assignment shall be made not later than the tenth (10th) day of the month following the payroll period in which the service was performed.
 - 16.2.3.2 Mandatory deductions from gross earnings are those required by law, provisions of this Agreement, and include Federal and State Income Tax and State Teachers Retirement System (STRS).
 - 16.2.3.3 Optional deductions are those deductions the unit member may elect to have taken from his/her gross earnings. Optional deductions must be initiated in writing by the unit member. Such authorizations shall remain in effect continuously until the district receives from the unit member a written notice withdrawing the authorization for a particular deduction.
- 16.2.4 Credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) step for each one (1) year up to fifteen (15) years of prior service. Credit will be given for service performed under credential at a private school accredited by National Private Schools Association.

The unit member will be responsible for providing verification of service and accreditation. (This section shall result in no retroactive adjustment in salary. The new step to 15 will begin July 1, 2018)
- 16.2.5 Each unit member whose employment is .75 or more FTE shall be considered a full- time employee.
 - 16.2.5.1 One (1) vertical step advancement on the salary schedule shall be earned for each one (1) year of .75 through 1.0 FTE of employment, except those whose placements are at the maximum step for their class.
 - 16.2.5.2 One (1) vertical step advancement on the salary schedule shall be earned for every two (2) years of .50 through .74 FTE of employment, except those whose placements are at the maximum step for their class.
 - 16.2.5.3 One (1) vertical step advancement on the salary schedule shall be earned for every three (3) years of .25 through .49 FTE of employment, except those whose placements are at the maximum step for their class.
 - 16.2.5.4 One (1) vertical step advancement on the salary schedule shall be earned for every (4) years of .20 through .24 FTE of employment, except those whose placement are at the maximum step for their class.

16.3 Semester Units

- 16.3.1 Credit for salary purposes will not normally be given for any course work taken without prior written approval of the superintendent. A master's degree, for purposes of this section, shall be treated as acceptable units. Course work related to district needs and the unit member's present or proposed assignment will be given priority consideration.
- 16.3.2 Guidelines for acceptable units and degrees, which must be from institutions accredited by the

American Association of Schools and Colleges or a regional affiliate, are limited to the following:

- 16.3.2.1 College graduate units in a professional education course taken after the date of the granting of the bachelor's degree.
- 16.3.2.2 College graduate units for courses in the unit member's major or minor as designated by the credential.
- 16.3.2.3 Advanced degrees in professional education, a teaching major or minor subject field, or an area directly related to the unit member's assignment.
- 16.3.2.4 Units which improve instructional techniques where need has been recognized.
- 16.3.2.5 Units which relate to the district needs and the unit member's present or proposed assignment.
- 16.3.2.6 A blended bachelor's degree and teaching credential program is defined as one in which the bachelor's degree requires a minimum of 4 years of full-time course work and the teaching credential coursework is blended into the bachelor's degree for a minimum of 5 years of coursework. Units earned towards completion of the teaching credential portion of the program may be utilized for placement on the salary schedule if official documentation is submitted from an accredited college or university clearly indicating a blended bachelor's degree and teaching credential combined program. Teaching credential units cannot be counted toward completion of the bachelor's degree. The teaching credential units must be clearly identified on an official transcript and/or official document from the college or university. It is the sole responsibility of the teacher to provide official verification and documents from the college or university for consideration of class placement. If the teacher does not meet this burden, then he or she shall not be entitled to a higher placement on the District's salary schedule.

16.3.3 Salary credit shall not be given for district-paid units.

16.3.4 Semester hours (units), as defined by the particular accredited college or university, shall be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds ($\frac{2}{3}$). A grade of "C" or better (or "Pass" where the institution provides a pass/fail grading system) shall be required for acceptance of units.

- 16.3.4.1 Unit members expecting to advance from one class to another shall notify the district when/if the district requests such information. Supporting records or transcripts verifying units of study that are to apply toward such a reclassification shall be submitted to the district by September 10 of the ensuing year. If, by September 10, the unit member is unable to submit supporting records or transcripts verifying units of study which are to apply toward reclassification, official notices in the form of a grade card or letter from the college or university shall be submitted. Such temporary verification which indicates satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirement. The unit member shall provide the official transcript or affidavit document to the district as soon as it becomes available.

16.4 Incorrect Salary Placement

- 16.4.1 Errors in current salary schedule placement shall only be corrected during the fiscal year (July

1 through June 30) in which they are discovered. Such correction shall only apply to that fiscal year.

16.4.2 Years of credited service shall include all service granted under section 16.2.4.

16.5 Master's Degree Stipend

16.5.1 Unit members who have earned a Masters shall receive, in addition to his/her regular scheduled salary, an annual stipend of \$2000. (This section shall result in no retroactive adjustment. The new stipend amount will be effective April 1, 2023)

16.6 Coaching/Refereeing Assignments and Pay

16.6.1 Acceptance of coaching/refereeing assignments shall be voluntary.

16.6.2 Unit members assigned coaching/refereeing duties beyond the regular workday or work year shall be paid an extra-duty stipend, as defined in Appendix E.

16.5.2.1 Coaching/refereeing assignments shall continue from year-to-year unless terminated in writing by either party.

16.7 Special Education Stipend

16.7.1 A stipend of \$3000 will be paid to Special Education teachers, (RSP and SDC). (This section shall result in no retroactive adjustment in salary. The new stipend amount will begin July 1, 2023)

16.8 Mileage Rate

16.8.1 The district agrees to pay unit members the IRS current rate per mile for the district-authorized use of personal vehicles in the performance of work assignments.

16.9 Supplemental Instruction/Professional Development Hourly Rate

16.9.1 Effective July 1, 2021, the Supplemental Instruction/Professional Development Hourly Rate will be \$40.00. This includes, but is not limited to:

Summer School
Kindergarten Bridge Camp
Before/After School Intervention
Professional Development
Before/After School Instructional Programs

ARTICLE 17 DISTRICT RIGHTS

17.1 Authority to Direct, Manage and Control

17.1.1 The district retains all of its power and authority to direct, manage and control the operations of the district to the full extent of the law. Any power and authority to direct, manage and control that the district had prior to the execution of this Agreement are retained, except as specifically abridged or modified by this Agreement.

17.2 Right to Hire and Fire

17.2.1 The district retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees, subject to the terms of this Agreement.

17.3 Adoption of Policies

- 17.3.1 In exercising its power and authority, the district shall adopt policies, rules, regulations and practices, and use judgment and discretion, limited only by the specific terms of this Agreement.

17.4 Right to Rescind Policies in Emergencies

- 17.4.1 The district retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. An emergency is defined as an event that is extraordinary, and that has been so declared by the governing board by adoption of a resolution which shall include a statement of the reasons for the declaration.

ARTICLE 18 CONCERTED ACTIVITIES

18.1 Duty to Comply

- 18.1.1 The Association and the District recognize the duty and obligation of their representatives to comply with the provisions of this Agreement, and to make every effort toward inducing all to do so.
- 18.1.2 It is agreed and understood that there will be no lockout, strike, work stoppage, slow- down or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

18.2 Violation Subject to Discipline

- 18.2.1 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

18.3 Withdrawal of Rights

- 18.3.1 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement.

ARTICLE 19 INDIVIDUAL PROVISIONS

19.1 Individual Contracts Subject to Agreement

- 19.1.1 Any individual contract between the Board and an individual unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement to the extent required by law.

ARTICLE 20 EMPLOYEE DISCIPLINE

20.1 Just Cause

- 20.1.1 A unit member shall not be reprimanded, suspended, or dismissed without just cause.
- 20.1.2 This article shall not limit the District's right to evaluate or to reprimand orally or in writing or to counsel unit members. Nor shall anything in Article VII- "Evaluation Procedures," limit the District's right to discipline unit members pursuant to this article.
- 20.1.3 The unit member may request the presence of an Association representative at any meeting scheduled by an administrator where discipline (or the reasonable possibility of discipline) is

the reason for meeting, but not evaluation meetings.

- 20.1.4 Administrators shall notify unit members in advance of any meeting where discipline (or the reasonable possibility of discipline) is the reason for the meeting.
- 20.1.5 Each step of progressive discipline must be preceded by the previous step within a forty-eight-month period, except when the Superintendent or designee determines that the misconduct justifies the skipping of steps of progressive discipline.

20.2 Progressive Discipline

- 20.2.1 Prior to suspending or dismissing a unit member, the district shall use the following steps of progressive discipline, except when the Superintendent and/or designee determine the severity of the misconduct justifies the skipping of steps in the process.

20.2.2 Steps of Progressive Discipline

20.2.2.1 Step 1: Oral Counseling

Oral Counseling shall normally be the first step in all discipline procedures. It shall be a meeting between the administrator and unit member. A Conference Summary Memo shall report the specific acts or omissions upon which the concern is based and shall specify the administrator's expectation for improvement. The unit member shall have the right to attach his/her statement of rebuttal to the Conference Summary Memo. Such statements of rebuttal shall remain with the Conference Summary Memo if attached to a Letter of Reprimand. The Conference Summary Memo shall also include a statement explaining that if the act/omission occurs again, further disciplinary action may be taken with the unit member. No written record shall be placed in the unit member's personnel file, except as attachments to a written reprimand.

20.2.2.2 Step 2: Written Warning

Subject to Oral Counseling above, Written Warnings shall report the specific acts or omissions upon which the concern is based and shall specify the administrator's expectation for improvement. Written Warnings shall not be used unless the unit member has been orally counseled within the last forty- eight (48) months. Letter of Written Warnings shall not be placed in the unit member's personnel file, except when attached as part of a Written Reprimand. The unit member shall have the right to attach his/her statement of rebuttal to any Written Warning. Such statements of rebuttal shall remain with the Written Warning if attached to a Written Reprimand. A Written Warning shall also include a statement explaining that if the act/omission occurs again, further disciplinary action may be taken with the unit member.

20.2.2.3 Step 3 Written Reprimand

Subject to Oral Counseling. and Written Warning, Written Reprimands shall not be used unless the unit member has received a Written Warning with the last forty-eight (48) months. The unit member shall sign the Reprimand only to acknowledge receipt and not to imply concurrence. All written reprimands shall include a standard statement from the District informing unit members:

- a. The written reprimand shall be placed in the unit member's personnel file.
- b. The unit member has the right to submit a written rebuttal to the written

Reprimand at any time within ten (10) working days of being notified it will be placed in his/her personnel file, and that such rebuttal shall be permanently attached to the written reprimand.

20.2.3 Step 4 Suspension Without Pay

20.2.3.1 Subject to Oral Counseling, Written Warning, and a Written Reprimand above, Suspension Without Pay shall not be used unless the unit member has received a written Reprimand within the last forty-eight (48) months. No unit member shall be suspended more than ten (10) working days during a school year. In all instances, however, the length of a Suspension shall relate to the severity of the action and disciplinary history of the unit member.

20.3 Notice of Suspension

20.3.1 A Notice of Suspension shall be made in writing to the unit member by the Superintendent or his/her designee and served in person or by certified mail, return receipt requested, at least ten (10) working days prior to the date when the suspension is proposed to be affected. The notice shall contain:

20.3.1.1 A statement of specific acts or omissions upon which the action is based.

20.3.1.2 A statement of the cause(s) for which the action is recommended.

20.3.1.3 Where applicable, the Education Code section, policy, rule, regulation or directive violated.

20.3.1.4 Penalty proposed and effective date.

20.3.1.5 Copies of the documentary evidence upon which the recommendation is based.

20.3.1.6 A statement of the unit member's right to challenge the proposed suspension, by filing a grievance at Level 3.

20.4 Right to Challenge

20.4.1 The unit member's right to challenge alleged violations of the provisions of this Article shall be as follows:

20.4.1.1 Dismissals shall be processed pursuant to the Education Code.

20.4.1.2 Suspensions shall be grieved at Level 3.

20.4.1.3 Written Reprimands shall be grieved at Level 2, Presentation to the Superintendent or designee.

20.4.1.4 Discipline less than Written Reprimands shall not be grieved.

ARTICLE 21 CLASS SIZE

21.1 Legal Restrictions

21.1.1 Class size shall be guided by restrictions established by law. The district shall balance classes in relationship to the needs of the instructional program, provided prudent fiscal management can be maintained.

21.2 Distribution of Students

- 21.2.1 New students shall be distributed as equally as possible among unit members assigned to their grade levels or subject areas, taking into account the number of student stations, safety factors and the educational needs of the students.

21.3 Multi-grade Classes

- 21.3.1 The district shall make a good faith effort to assign fewer students to multi-grade classes, excluding physical education, music/band and electives, than to their single- grade counterpart classes.
- 21.3.2 The district shall include a stipend of \$1200.00 for regular education teacher's assigned multi-grade classrooms.

21.4 Additional Compensation for more than 31 Students

- 21.4.1 The district will pay \$150 per month to teachers, excluding PE and music, who had an average of more than 31 students across all periods for at least 50% of the school days of each school month; with the exception of August and June. An overage form must be submitted each month to the payroll office.

The district will pay \$150 per month to PE teachers who had an average of more than 36 students across all periods for at least 50% of the school days of each school month; with the exception of August and June. An overage form must be submitted each month to the payroll office.

ARTICLE 22 **JOB SHARE ASSIGNMENTS**

22.1 Dividing Full-Time Assignments

- 22.1.1 Unit members shall have the opportunity to share teaching assignments by dividing the hours, days, weeks, quarters, or semesters of a full-time assignment.

22.2 Request for Job Share Assignments

- 22.2.1 Tenured unit members wishing to be considered for job sharing shall notify the superintendent by submitting in writing his/her tentative preference for splitting the current assignment. The superintendent shall immediately notify the entire bargaining unit that a job share arrangement is under consideration and allow other bargaining unit members to apply for the second portion. In the absence of a qualified tenured employee, a temporary employee may be considered at the discretion of the Superintendent or their designee.

22.3 Voluntary and Mutual Agreement Among All Parties

- 22.3.1 Participation in job sharing shall be entirely voluntary and must be with the mutual agreement of the district and the unit member(s).
- 22.3.2 Unit members selected for participation shall resign their full-time position and shall be rehired as part-time unit members at the agreed upon percentage level. Unit members shall complete a leave of absence form for the percentage of the job share position they are not working.
- 22.3.3 A condition of entry into a shared teaching assignment shall be that the affected unit members shall decide which of them shall have the right to retain the teaching position which they shared. Approval of the principal and Human Resources is also required.

22.4 Return Rights to Full-Time Employment

22.4.1 Unit members participating in job sharing shall retain the right to return to full-time employment at the beginning of any ensuing school year.

22.4.1.1 Unit members exercising this right shall notify the district by February 15 of his/her intent to return to full-time employment at the beginning of the ensuing school year.

22.4.2 The request by any unit member participating in job sharing to return to his/her previous assignment shall be governed by Article 9.

22.5 Continuation of Job Share Assignments

22.5.1 Each job sharing assignment shall only continue from year to year at the mutual agreement of all parties. Each job share agreement is for one (1) year and is subject to renewal upon assessment of the site Principal as to the success of the job share.

22.5.1.1 Both teachers agree to advise the District by February 15th of their desire to continue their job share arrangement for the next school year.

22.5.1.2 The job share must be considered and approved by the Board of Education to become effective.

22.6 Prorated Salaries, Benefits and Hours

22.6.1 All salaries, benefits, hours and conditions of employment for each participant shall be prorated according to his/her percentage of the job sharing assignment.

22.6.1.1 Each job share teacher understands that they will be compensated for 92 workdays if they work a 50-50 job share or 110/73 for a 60-40 job share – at their daily rate of pay based upon their class/step placement.

22.6.1.2 Each job share partner's salary (based on agreed upon days worked) will be divided over twelve (12) months and paid at the end of each month.

22.6.1.3 Health insurance cap will be paid at the percentage job share teacher works. Job share participants can waive benefits by completing form (available from HR).

22.6.1.4 Each job share participant will be credited with a pro-rated number of sick leave hours for the school year.

22.7 Specific Details of Job Share Assignments

22.7.1 The participants and the district shall design to the mutual satisfaction of all parties, the specific details, including but not limited to, the job sharing percentage of each participant, time schedules, classroom and extra-duty responsibilities, and participant and program evaluation, for each job share situation. Such design shall be reviewed annually and revised as necessary to the satisfaction of all parties. Such design shall be in conformance with all other sections of this agreement.

22.7.2 Each job share teacher will submit a calendar to site principal showing specific workdays marked by August 1st of each year. Any changes must be approved by the principal five days in advance, except for illness.

22.7.3 One job share partner will attend staff and grade level meeting and will report the staff meeting information to their job share partner teacher as soon as practical.

- 22.7.4 Each job share partner agrees to substitute for their partner, in an instance where a substitute teacher would typically be contracted, at the prevailing daily substitute wage. In the event a partner is unable to substitute, there will be a deduction from the absent teachers accrued sick leave. Both teachers agree to keep a record if substituting and will mutually work out an equitable system. Job share employees are required to work the number of days agreed upon at the start of each year according to the calendar they submit. Days substituted by one teacher are owed to the other.
- 22.7.5 Both teachers agree to attend the Back to School Nights, Parent-Teacher Conferences, Winter Program, and Open House, which are essential for communication with parents.
- 22.7.6 If the in-service days are outside the 183 days of the instructional calendar, compensation for attendance during in-service days will follow the guideline established by the District and CTA.
- 22.7.7 Both job share teachers will be expected to submit all necessary supportive paperwork and documentation for SST and IEP meetings. The teacher teaching on the day of the SST or IEP meeting will be the attending teacher.

ARTICLE 23 SUMMER SCHOOL

23.1 Application Procedure

- 23.1.1 Unit members currently employed by the District shall be given preference over applicants not employed by the district. Permanent unit members shall be given preference over probationary unit members.
- 23.1.2 The Human Resources Department shall circulate job announcements of potential summer session positions to be filled and receive applications by April 1 . Summer School announcements shall make reference to the normal length of workday and shall include a copy of the summer school salary schedule.
- 23.1.3 The Human Resources Department in coordination with the summer school principal shall give first consideration for summer school positions to unit members based on the following criteria (not necessarily in priority order):
 - 23.1.3.1 The needs and efficient operation of the district.
 - 23.1.3.2 Qualifications, including recent training or completion of a specific skill, of the unit member as determined by the Human Resources Department and records.
 - 23.1.3.3 Certification requirements.
 - 23.1.3.4 Seniority in the district
 - 23.1.3.5 Length of service in specific grade level or subject area
- 23.1.4 Every effort will be made to notify unit members of their specific assignment one (1) month prior to the first day of summer school. As soon as student applications are confirmed, all remaining selected staff will be informed of their summer school assignments. It is recognized that confirmation of these assignments may occur during the week preceding the opening of summer school. Because of late (unanticipated) pupil enrollment, the final phase of summer school staffing may occur during the first week of summer session.

23.2 Wages and Hours

- 23.2.1 Classroom teachers delivering up to four (4) hours of instruction will be paid for five (5) hours with the fifth hour serving as a preparation period.
- 23.2.2 For each summer school workday, each summer school teacher shall be paid the summer school hourly rate as listed in Article 16.9 of this agreement.
- 23.2.3 Each summer school contract day shall begin at 7:45 a.m. and conclude at 12:45 p.m.
- 23.2.4 Unit members shall have 1 teacher workday prior to the start of summer school. This workday will be comprised of a staff meeting and preparation time to set up the summer school classroom/program.

Appendix A-1- Grievance Form**Jefferson Elementary School District Grievance**

This form is to be completed by the member of the association filing the grievance. The association member should submit the form to their immediate supervisor, and provide a copy to the Director of Human Resources and to the Association President.

Grievant's Name: _____ Work Location: _____

Current Assignment: _____

1. Date of Action/Incident causing the Grievance:

2. Contract sections violated:

3. Date of Informal Conference:

4. Name of Supervisor at Informal Conference:

5. Statement of the Grievance: (use additional sheet if necessary)

6. Specific Remedy sought: (use additional sheet if necessary)

7. Conference Requested: _____ YES _____ NO

8. Grievant's Signature: _____ Date Submitted: _____

To be completed by supervisor:

Level 1, Presentation to Immediate Supervisor

1. Date submitted to Immediate Supervisor: _____

2. Name of Immediate Supervisor: _____

3. Disposition by Immediate Supervisor: _____ Sustained _____ Denied

(Attach written disposition – If grievance is resolved, the parties shall sign a statement of resolution)

4. Immediate Supervisor's Signature: _____

5. Date written disposition was provided to Grievant: _____

☐ Copy to Grievant

☐ Copy to Association President

☐ Copy to Human Resources Director

Appendix A-2- Grievance Appeal Form**Jefferson Elementary School District Grievance Appeal**

This form is to be completed by the member of the association filing the grievance appeal. The association member should submit the form to the Director of Human Resources, and provide a copy to the Association President.

Grievant's Name: _____ Work Location: _____

Current Assignment: _____

1. Date Level 1 Grievance Filed: _____

2. Date Level 1 Decision Rendered: _____

3. Decision Rendered (or attach a copy of the Decision): _____

4. Reason for Appeal: _____

5. Contract sections violated: _____

6. Specific Remedy sought: (use additional sheet if necessary)

7. Conference Requested: _____ YES _____ NO

8. Grievant's Signature: _____ Date Submitted: _____

To be completed by supervisor:

Level 2, Presentation to Superintendent or Designee

1. Date submitted to Superintendent or Designee: _____

2. Name of Superintendent or Designee: _____

3. Disposition by Superintendent or Designee: ____ Sustained ____ Denied

(Attach written disposition – If grievance is resolved, the parties shall sign a statement of resolution)

4. Superintendent or Designee Signature: _____

5. Date written disposition was provided to Grievant: _____

☐ Copy to Grievant ☐ Copy to Association President ☐ Copy to Human Resources Director

Appendix A-3- Grievance Statement of Resolution Form

Jefferson Elementary School District Statement of Resolution

This form is to be completed by the member of the association filing the grievance and the Administrator. Administrator will provide a copy to the Grievant, Director of Human Resources, and Association President.

Grievant's Name: _____Work Location: _____

Administrator Name/Title:_____

(Attach copy of Grievance Form)

Agreed Upon Resolution:

Grievant’s Signature: _____ Date: _____

JTA Representative: _____Date: _____

Administrator’s Signature: _____Date: _____

[] Copy to Grievant [] Copy to Association President [] Copy to Human Resources Director

Appendix B - Calendar 2023-2024

Jefferson School District

2023 - 2024 Instructional Calendar

Total Instructional School Days														
JULY					AUGUST					SEPTEMBER				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
3	4	5	6	7	1	2	3	4		4	5	6	7	8
10	11	12	13	14	7*	8	9	10	11	11*	12	13	14	15
17	18	19	20	21	14*	15	16	17	18	18*	19	20	21	22
24	25	26	27	28	21*	22	23	24	25	25**	26**	27**	28**	29**
31					28*	29	30	31						
OCTOBER					NOVEMBER					DECEMBER				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
2*	3	4	5	6	1	2	3		1	4*	5	6	7	8
9	10	11	12	13	6*	7	8	9	10	11*	12	13	14	15
16*	17	18	19	20	13*	14	15	16	17	18	19	20*	21	22
23*	24	25	26	27	20	21	22	23	24	25	26	27	28	29
30*	31				27*	28	29	30						
JANUARY					FEBRUARY					MARCH				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
1	2	3	4	5	1	2	3	4	5	4*	5	6	7	8
8*	9	10	11	12	5*	6	7	8	9	11	12	13	14	15
15	16	17	18	19	12*	13	14	15	16	18*	19	20	21	22
22*	23	24	25	26	19	20	21	22	23	25*	26	27	28	29
29*	30	31			26*	27	28	29						
APRIL					MAY					JUNE				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
1	2	3	4	5	1	2	3	4	5	3	4	5	6	7
8*	9	10	11	12	6*	7	8	9	10	10	11	12	13	14
15*	16	17	18	19	13*	14	15	16	17	17	18	19	20	21
22*	23	24	25	26	20*	21	22	23	24	24	25	26	27	28
29*	30				27	28	29	30*	31					
Holidays														
Students First Day														
Students Last Day														
Minimum Day (1:30 pm Release)														
Minimum Day (2 pm Release)														
Teachers First/Last Work Day														
Teachers First/Last Work Day														
End of First/Second Trimester														
P/T Conference (no students)														
Professional Development Day (MOU) (no students)														
Full day														
Half day														

Appendix C – Evaluation Forms

Memorandum of Understanding – Evaluation Forms

This provision shall be attached as an appendix to the Agreement.

The District and JTA agree to the new evaluation forms. These forms include:

1. Walk Through Form (pg. 47)
2. Goals and Objectives Form (pgs. 48-50)
3. Goals and Objectives (Tenured Teacher Non Evaluation Year) (pgs. 51-52)
4. Observation Form (pgs. 53-54)
5. Evaluation of Performance Form (pgs. 55-57)
6. Improvement Plan (pg. 58)

JEFFERSON SCHOOL
DISTRICT WALKTHROUGH
FORM

Teacher: _____ Date of Walkthrough: _____

School: _____ Time In: _____ Time Out: _____

Grade/Subject: _____ Completed by: _____

Notes:

JEFFERSON SCHOOL DISTRICT

GOALS AND OBJECTIVES FORM

Teacher: _____

School Year: _____

School: _____

Grade/Subject: _____

 Status of Teacher: ☐ Temporary ☐ Intern ☐ Prob 1 ☐ Prob 2 ☐ Permanent

* Teacher will select 2 Sub Standards; Site Administrator will select at least 1 Sub Standard.

Selected Sub Standards	CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION
	STANDARD I - Engaging & Supporting All Students in Learning
	1.1 Using knowledge of students to engage them in learning
	1.2 Connecting learning to students' prior knowledge, 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
	STANDARD II - Creating & Maintaining Effective Environments for Student Learning
	2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
	2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
	2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
	2.4 Creating a rigorous 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
	STANDARD III - Understanding & Organizing Subject Matter for Student Learning
	3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
	3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
	3.3 Organizing curriculum to facilitate student understanding of the subject matter
	3.4 Utilizing instructional strategies that are appropriate to the subject matter
	3.5 Using and adapting resources, technologies, and standards-aligned adopted instructional 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
	STANDARD IV - Planning Instruction & Designing Learning Experiences for All Students
	4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
	4.2 Establishing and articulating goals for student learning
	4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
	4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
	4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

Selected Sub Standards	CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION
	STANDARD V – Assessing Students for Learning NOTE: Excludes standardized tests unless mandated through the Education Code
	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
	STANDARD VI – Developing as a Professional Educator
	6.1 Reflecting on teaching practice in support of student learning
	6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
	6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
	6.4 Working with families to support student learning
	6.5 Engaging local communities in support of the instructional program
	6.6 Managing professional responsibilities to maintain motivation and commitment to all students
	6.7 Demonstrating professional responsibility, integrity, and ethical conduct

NOTES:

- ☐ Objectives and standards to be achieved
- ☐ Type of Data (portfolio, checklists, observations, etc.)
- ☐ Evaluation procedures given to teacher
- ☐ Evaluation criteria given to teacher

- ☐ Length, number and dates of observations

- ☐ Formal Observation #1

Date: _____ Time: _____

- ☐ Formal Observation #2

Date: _____ Time: _____

- ☐ Evaluation dates

- ☐ Temp/Prob Evaluation #1

Date: _____ Time: _____

- ☐ Temp/Prob Evaluation #2

Date: _____ Time: _____

- ☐ Tenured Teacher Evaluation

Date: _____ Time: _____

Teacher's Signature
Beginning of Year Mtg.

Date

Evaluator's Signature

Date

Teacher's Signature
End of Year Mtg.

Date

Evaluator's Signature

Date

JEFFERSON SCHOOL DISTRICT
GOALS AND OBJECTIVES FORM
TENURED TEACHER NON EVALUATION YEAR

Teacher: _____

School Year: _____

School: _____

Grade/Subject: _____

* Teacher will select 2 Sub Standards; Site Administrator will select at least 1 Sub Standard.

Selected Sub Standards	CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION
	STANDARD I - Engaging & Supporting All Students in Learning
	1.1 Using knowledge of students to engage them in learning
	1.2 Connecting learning to students' prior knowledge, 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
	STANDARD II - Creating & Maintaining Effective Environments for Student Learning
	2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
	2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
	2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
	2.4 Creating a rigorous 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
	STANDARD III - Understanding & Organizing Subject Matter for Student Learning
	3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
	3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
	3.3 Organizing curriculum to facilitate student understanding of the subject matter
	3.4 Utilizing instructional strategies that are appropriate to the subject matter
	3.5 Using and adapting resources, technologies, and standards-aligned adopted instructional 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
	STANDARD IV - Planning Instruction & Designing Learning Experiences for All Students
	4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
	4.2 Establishing and articulating goals for student learning
	4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
	4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
	4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

Selected Sub Standards	CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION
	STANDARD V – Assessing Students for Learning NOTE: Excludes standardized tests unless mandated through the Education Code
	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
	STANDARD VI – Developing as a Professional Educator
	6.1 Reflecting on teaching practice in support of student learning
	6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
	6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
	6.4 Working with families to support student learning
	6.5 Engaging local communities in support of the instructional program
	6.6 Managing professional responsibilities to maintain motivation and commitment to all students
	6.7 Demonstrating professional responsibility, integrity, and ethical conduct

NOTES:

* This form is not part of the personnel file.

Teacher's Signature
Beginning of Year Mtg.

Date

Evaluator's Signature

Date

Teacher's Signature
End of Year Mtg.

Date

Evaluator's Signature

Date

Evaluator/Position: _____ **Position:** _____

Establishing and articulating goals for student learning:

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Evaluator's Signature	Date
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JEFFERSON SCHOOL DISTRICT

EVALUATION OF TEACHING PERFORMANCE FORM

Teacher: _____ Evaluation: ☐ Interim ☐ Final
 School: _____ Date of Evaluation: _____
 Grade/Subject: _____ Evaluator: _____
 Position: _____
 Observation Date(s): _____
 Conference Date(s): _____
 Status of Teacher: ☐ Temporary ☐ Intern ☐ Prob 1 ☐ Prob 2 ☐ Permanent

Meets Teaching Sub Standards	Below Teaching Sub Standards	CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION
STANDARD I - Engaging & Supporting All Students in Learning		
<input type="checkbox"/>	<input type="checkbox"/>	1.1 Using knowledge of students to engage them in learning
<input type="checkbox"/>	<input type="checkbox"/>	1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
<input type="checkbox"/>	<input type="checkbox"/>	1.3 Connecting subject matter to meaningful, real-life contexts
<input type="checkbox"/>	<input type="checkbox"/>	1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
<input type="checkbox"/>	<input type="checkbox"/>	1.5 Promoting critical thinking through inquiry, problem solving, and reflection
<input type="checkbox"/>	<input type="checkbox"/>	1.6 Monitoring student learning and adjusting instruction while teaching
Overall Rating: <input type="checkbox"/> Satisfactory <input type="checkbox"/> Satisfactory with Recommendations <input type="checkbox"/> Requires Improvement <input type="checkbox"/> Unsatisfactory		
STANDARD II - Creating & Maintaining Effective Environments for Student Learning		
<input type="checkbox"/>	<input type="checkbox"/>	2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
<input type="checkbox"/>	<input type="checkbox"/>	2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
<input type="checkbox"/>	<input type="checkbox"/>	2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe *
<input type="checkbox"/>	<input type="checkbox"/>	2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
<input type="checkbox"/>	<input type="checkbox"/>	2.5 Developing, communicating, and maintaining high standards for individual and group behavior
<input type="checkbox"/>	<input type="checkbox"/>	2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn *
<input type="checkbox"/>	<input type="checkbox"/>	2.7 Using instructional time to optimize learning
Overall Rating: <input type="checkbox"/> Satisfactory <input type="checkbox"/> Satisfactory with Recommendations <input type="checkbox"/> Requires Improvement <input type="checkbox"/> Unsatisfactory		
STANDARD III - Understanding & Organizing Subject Matter for Student Learning		
<input type="checkbox"/>	<input type="checkbox"/>	3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
<input type="checkbox"/>	<input type="checkbox"/>	3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
<input type="checkbox"/>	<input type="checkbox"/>	3.3 Organizing curriculum to facilitate student understanding of the subject matter
<input type="checkbox"/>	<input type="checkbox"/>	3.4 Utilizing instructional strategies that are appropriate to the subject matter
<input type="checkbox"/>	<input type="checkbox"/>	3.5 Using and adapting resources, technologies, and standards-aligned adopted instructional materials, to make subject matter accessible to all students
<input type="checkbox"/>	<input type="checkbox"/>	3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content
Overall Rating: <input type="checkbox"/> Satisfactory <input type="checkbox"/> Satisfactory with Recommendations <input type="checkbox"/> Requires Improvement <input type="checkbox"/> Unsatisfactory		

Meets Teaching Sub Standards	Below Teaching Sub Standards	CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION
STANDARD IV – Planning Instruction & Designing Learning Experiences for All Students		
<input type="checkbox"/>	<input type="checkbox"/>	4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
<input type="checkbox"/>	<input type="checkbox"/>	4.2 Establishing and articulating goals for student learning
<input type="checkbox"/>	<input type="checkbox"/>	4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
<input type="checkbox"/>	<input type="checkbox"/>	4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
<input type="checkbox"/>	<input type="checkbox"/>	4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students
Overall Rating: <input type="checkbox"/> Satisfactory <input type="checkbox"/> Satisfactory with Recommendations <input type="checkbox"/> Requires Improvement <input type="checkbox"/> Unsatisfactory		
STANDARD V – Assessing Students for Learning NOTE: Excludes standardized tests unless mandated through the Education Code		
<input type="checkbox"/>	<input type="checkbox"/>	5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
<input type="checkbox"/>	<input type="checkbox"/>	5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
<input type="checkbox"/>	<input type="checkbox"/>	5.3 Reviewing data, both individually and with colleagues, to monitor student learning
<input type="checkbox"/>	<input type="checkbox"/>	5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
<input type="checkbox"/>	<input type="checkbox"/>	5.5 Involving all students in self-assessment, goal setting, and monitoring progress
<input type="checkbox"/>	<input type="checkbox"/>	5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
<input type="checkbox"/>	<input type="checkbox"/>	5.7 Using assessment information to share timely and comprehensible feedback with students and their families
Overall Rating: <input type="checkbox"/> Satisfactory <input type="checkbox"/> Satisfactory with Recommendations <input type="checkbox"/> Requires Improvement <input type="checkbox"/> Unsatisfactory		
STANDARD VI – Developing as a Professional Educator		
<input type="checkbox"/>	<input type="checkbox"/>	6.1 Reflecting on teaching practice in support of student learning
<input type="checkbox"/>	<input type="checkbox"/>	6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
<input type="checkbox"/>	<input type="checkbox"/>	6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
<input type="checkbox"/>	<input type="checkbox"/>	6.4 Working with families to support student learning
<input type="checkbox"/>	<input type="checkbox"/>	6.5 Engaging local communities in support of the instructional program
<input type="checkbox"/>	<input type="checkbox"/>	6.6 Managing professional responsibilities to maintain motivation and commitment to all students
<input type="checkbox"/>	<input type="checkbox"/>	6.7 Demonstrating professional responsibility, integrity, and ethical conduct *
Overall Rating: <input type="checkbox"/> Satisfactory <input type="checkbox"/> Satisfactory with Recommendations <input type="checkbox"/> Requires Improvement <input type="checkbox"/> Unsatisfactory		

1. NE denotes that this was not evaluated.

2. 2 or more below teaching sub standards in any 1 standard will require improvement plan.

* Automatically requires improvement plan if below teaching sub standards.

COMMENDATIONS:

RECOMMENDATIONS:

EVALUATION RECOMMENDATION:**Overall Rating:**

☐ Satisfactory ☐ Satisfactory with Recommendations ☐ Requires Improvement ☐ Unsatisfactory

An overall “*Satisfactory*” or “*Satisfactory with Recommendations*” constitutes a judgment made by an administrator that a teacher has substantially met the California Standards for the Teaching Profession and is therefore effectively meeting the learning needs of students.

An overall “*Requires Improvement*” constitutes a judgment made by an administrator that a teacher has some individual performance deficiencies. (*Requires improvement plan, see attached*)

An overall “*Unsatisfactory*” constitutes a judgment made by an administrator that a teacher has deficiencies that seriously impact the learning needs of students. (*Requires improvement plan, see attached*)

Continued Services:

☐ Recommended ☐ Not Recommended
☐ Improvement Plan (see attached) ☐ Improvement Plan (see attached)

SIGNATURE OF EVALUATOR:  DATE: _____

EMPLOYEE ACKNOWLEDGEMENT: I have read this report, but my signature does not necessarily signify agreement. I understand that any written statement I wish to make regarding this report will be attached to all copies of it.

EMPLOYEE SIGNATURE:  DATE: _____

IMPROVEMENT PLAN:

(Required for an employee who has an overall rating of Requires Improvement or Unsatisfactory rating.)

SIGNATURE OF EVALUATOR: _____ DATE: _____

EMPLOYEE ACKNOWLEDGEMENT: I have read this improvement plan, but my signature does not necessarily signify agreement. I understand that any written statement I wish to make regarding this report will be attached to all copies of it.

EMPLOYEE SIGNATURE: _____ DATE: _____

Appendix D – Salary Schedule



2022-2023 Certificated Salary Schedule (183 Days)

Step	Class A	Class B	Class C	Class D	Class E	Class F
	BA	BA + 24	BA + 30	BA + 45	BA + 60	BA + 75
1	59,107	59,107	59,107	59,107	59,107	61,027
2			59,107	59,579	61,396	63,317
3			60,242	61,963	63,779	65,696
4			62,721	64,916	66,256	68,176
5			65,295	67,014	68,830	70,754
6			67,976	69,693	71,513	73,433
7			70,763	72,478	74,298	76,218
8			73,663	75,920	77,740	79,659
9			76,674	79,026	80,846	82,764
10			79,808	81,529	83,347	85,265
11				84,857	86,674	88,591
12				84,857	86,674	92,203
13				84,857	86,674	95,959
14				84,857	87,517	96,890
15				85,628	88,312	97,770
16				86,985	89,685	99,147
17				86,985	89,685	99,147
18				86,985	89,685	99,147
19				88,552	91,301	100,933
20				89,937	92,700	102,330
21				89,937	92,700	102,330
22				90,732	93,520	103,235
23				90,732	93,520	103,235
24				92,131	94,925	104,644
25				95,853	98,760	108,872

* Adjusted minimum salary is equal to Class E BA + 60 for all unit members with less than 30 semester units above a BA or with an emergency, intern or waiver

Article 16.5.1 Unit members who have earned a Masters shall receive, in addition to their regular scheduled salary, an annual stipend of \$2000.

Article 16.7.1 An annual stipend of \$3000 will be paid to Special Education teachers, (RSP and SDC).

Longevity 2% at 30 years of service
Stipend: 2% at 35 years of service

Health Benefits \$10,200.00
CAP:

FISCAL YEAR 10% increase on-going, plus an additional 1% on-going beginning at Step 15, an additional 2% on-going at Step 19, and an additional 1% on-going at Step 22; Retroactive to July 1, 2022.

Board approved: May 9, 2023
Effective: July 1, 2022

Appendix E – Extra-Duty Stipend Schedule Jefferson Elementary

Extra-Curricular Athletics		
Grade(s)	Activity	Stipend
5 th – 8 th	Athletic Coach*	\$650
5 th – 8 th	Athletic Referee**	\$30 per game
5 th – 8 th	Athletic Director***	\$2,000 per school year
5 th – 8 th	Athletic Supply Budget	\$2,500 per school year

Extra-Curricular Music		
Grade(s)	Activity	Stipend
5 th – 8 th	Band Director	\$650
5 th – 8 th	Marching Band Director	\$650
5 th – 8 th	Band Supply Budget	\$2,500 per school year

Extra-Curricular Other		
Grade(s)	Activity	Stipend
6 th	Science Camp	\$125 per day
	Yearbook	\$1000 per site
	PLC Grade Level Lead	\$2250
	Middle School ASB Leadership ***	\$1000
TK - 8	Induction/Mentor Teacher	\$1200

*Maximum of 15 paid stipends per school per year

**Maximum of 50 paid stipends per school per year

***Maximum of 2 paid stipend per school per year

- Effective July 1, 2022

Appendix F - Lesson Plans

Memorandum of Understanding - Lesson Plans

This provision shall be attached as an appendix to the Agreement.

Lesson plans are due no later than 8:45 a.m. on the first workday of each week. Plan books will be submitted/turned in with the roll books and/or attendance folders. Plans will be photocopied by the principal's office staff and returned to the unit members' mailboxes by mid-morning.

This provision shall be opened for renegotiations upon request of either party.

Appendix G

Memorandum of Understanding – Additional Day

This provision shall be attached as an appendix to the Agreement.

One additional mandatory professional development day will be added each year for the 2021-2022, 2022-2023, and 2023-2024 school years to be paid at the unit member's daily rate, for a total of 184 work days each of the three years. This agreement may be terminated by March 15 for the following school year by either party.

This MOU expires on June 30, 2024.

Appendix H

Memorandum of Understanding – Virtual Half Day

This provision shall be attached as an appendix to the Agreement.

Per Article 6.5.1, there are 1 ½ work days prior to the first day of student instruction. The district and JTA agree, for the 2023-2024 school year, to designate August 2, 2023 to be a virtual ½ day for all unit members to complete the required Keenan Courses. These courses shall be available beginning July 1, 2023 and must be completed before 8:00 AM on August 4, 2023, or the unit member will be docked ½ day of sick leave. The unit member will still be required to complete the courses prior to September 29, 2023 with no compensation. The district and JTA will discuss the results of course completion and determine if this MOU will be extended.

JSD and JTA agree to extend the MOU expiration date to June 30, 2024

Appendix I

Memorandum of Understanding – Summer School Teaching Hours

The Jefferson Elementary School District (“District”) and Jefferson Teachers Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding the teacher hours outlined below for Summer School 2021. This will be revisited after summer school is completed to determine if it will be continued for future years.

The Jefferson Elementary School District (“District”) and Jefferson Teachers Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding the teacher hours outlined below for Summer School2023. This will be revisited after summer school is completed to determine if it will be continued for future years.

DATES: May 31 - June 1, 2023 (Planning day, no students)

WORK HOURS: 8:00 a.m. – 3:30 p.m. (7.5 hours/day)

DATES: June 2 - June 28, 2023 (Students)

WORK HOURS: 7:30 a.m. – 2:00 p.m. (hours/day) (Students from 8:00 to 1:30, Teacher planning time from 1:30 to 2:00) (6.5 hours/day)

DATES: June 29 - June 30, 2023 (Students from 8:00 to 1:30, Teacher wrap up from 1:30 to 3:00)

WORK HOURS: 7:30 a.m. – 3:00 p.m. (7.5 hours/day)

Shall be compensated at a rate of \$70 per hour.

4 days @ 7.5 hour hours: \$2,100.00

18 days @ 6.5 hours: \$8,190.00

\$10,290.00

This MOU expires on July 1, 2023.

Appendix J

Memorandum of Understanding - Request for Job Transfer

This provision shall be attached as an appendix to the agreement.

The Jefferson Elementary School District (“District”) and Jefferson Teachers Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding teacher requests for job transfer to positions for the 2023-2024 school year.

All open positions will be presented to the district, for all sites, at the same time. All decisions regarding transfer placement/approval will be made in accordance with Section 8.2 (Transfer Procedure), and Section 8.3 (Voluntary Transfer) of the 2020-2023 Contract.

As in past practice, first consideration for transfer will go to site employees. Should no employees, site nor district, request a transfer to a position, that position will then be open to hire from the public pool posting.

In the event that an employee changes their mind regarding a previously open position, per 8.2.3, an employee may request a transfer for the 2023-2024 school year by May 15, 2023. If the position has not yet been filled with an outside applicant, that employee would be considered for the transfer at that time.

This MOU expires on July 1, 2023.

Appendix K

Memorandum of Understanding - Summer School/ESY Stipend

This provision shall be attached as an appendix to the agreement.

The Jefferson Elementary School District ("District") and Jefferson Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") regarding the provision of a stipend for those individual teaching Summer School or ESY (Extended School Year) for the 2021-2022 school year.

Employees teaching ESY for the 2021-2022 school year, who possess the appropriate Special Education credentials and certifications, will receive a one time stipend of \$3000. This stipend will be in addition to the stated hourly rate of \$40.00 per hour.

Employees teaching General Education summer school for the 2021-2022 school year will receive a one time stipend of \$1000 (*). This stipend will be in addition to the stated hourly rate of \$40.00 per hour.

In the event that an employee does not fulfill the full duration of their summer school assignment, their stipend will be awarded at the appropriate proportional rate.

** Unit members serving in an administrative role are entitled to aforementioned stipend in addition to their stated rate of pay.*

This MOU expires upon the completion of the 2021-2022 summer school session..

Appendix L

Memorandum of Understanding – Class Size

This provision shall be attached as an appendix to the Agreement.

The District and JTA agree to the following for the 2022-2023 and 2023-2024 school years:

Jefferson Elementary School District shall maintain an average class enrollment for each school site, for kindergarten and grades 1 to 3, inclusive, of not more than 28 pupils. The district shall balance classes in relationship to the needs of the instructional program, provided prudent fiscal management can be maintained.

Additional Compensation shall be granted for 26 or more students in Kindergarten through 3rd Grade.

The district will pay \$300 per month to teachers, Kindergarten through 3rd Grade, excluding music, who had 26 or more students for at least 50% of the school days of each school month; with the exception of August and June. An overage form must be submitted each month to the payroll office. Effective July 1, 2022.

The district will pay \$500 per month to RSP teachers, Kindergarten through 8th Grade, who agree to a Resource Specialist Caseload Waiver and are actively carrying a caseload between 29 and 32 students. An overage form must be submitted each month to the payroll office. Effective March 1, 2023.

The district will pay \$50 per month, per period, to teachers, excluding PE and music, who had more than 32 students in a given period for at least 50% of the school days of each school month; with the exception of August and June. An overage form must be submitted each month to the payroll office. Effective March 1, 2023.

The district will pay \$50 per month, per period, to 4th through 8th grade PE teachers who had more than 37 students across a given period for at least 50% of the school days of each school month; with the exception of August and June. An overage form must be submitted each month to the payroll office. Effective March 1, 2023.

The district will pay \$50 per month, per period, to TK through 8th grade Music teachers who had more than 45 students across a given period for at least 50% of the school days of each school month; with the exception of August and June. An overage form must be submitted each month to the payroll office. Effective March 1, 2023.

This MOU expires on July 1, 2024.

Appendix M

Memorandum of Understanding – Period Coverage

This provision shall be attached as an appendix to the Agreement.

Per Article 6.3.3.1, effective March 1, 2023, for the duration of the 2022-2023 school year, Unit members who substitute during their preparation periods shall be paid \$50.00 per period. If the unit member substitutes less than 15 minutes they shall be paid \$25.00.

This MOU expires on July 1, 2023.

For the District:

James W. Bridges, Ed.D., Superintendent Jim Bridges

Emily Stroup, Director of Human Resources Emily Stroup

Celli Coeville, CBO Celli Coeville

Tessa Bunch, District Representative Tessa Bunch

Dated:

For the Association:

Jeniene Cruz, JTA Representative Jeniene Cruz

Jennifer Gates, JTA Representative Jennifer Gates

Anne Corbiser, JTA Representative Anne Corbiser

Patti Cannon, JTA Representative Patti Cannon

Dated: