

## **Gilroy Unified School District & Gilroy Teachers Association Tentative Agreement 2020-21**

The Gilroy Unified School District and Gilroy Teachers Association tentatively agree to the following changes in the collective bargaining agreement:

### **ARTICLE 3: EMPLOYEE RIGHTS**

#### **3.2 Legal Dependents of Unit Members**

- 3.2.2 On or before July 15, the unit member will be notified in writing of the placement of their legal dependent(s). For unit members requesting a school of choice, the request must be submitted in writing on or before May 31 of the preceding school year. The District shall make a reasonable effort to assign legal dependents of a unit member to the unit member's school of choice. For those requests made after May 31, the District shall inform the unit member of the legal dependent's placement on or before August 1 prior to the start of the upcoming school year. The District shall make a reasonable effort to assign legal dependents of a unit member to the unit member's school of choice.

### **ARTICLE 4: ASSOCIATION RIGHTS**

#### **4.1 Right to Represent**

GTA shall have the exclusive right to represent members of the unit in employment relations with the District, pursuant to Government Code 3540, et. seq.

#### **4.2 Right to Associate**

The Board and GTA recognize the right of employees to form, join, and participate in the activities of an employee organization and the equal alternative right of employees to refuse to form, join, or participate in employee organization activities.

#### **4.3 Legal Rights**

The Board agrees not to impose or threaten to impose reprisals on employees or GTA, discriminate against employees or otherwise interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this Agreement.

#### **4.4 Communications, Use of Bulletin Boards and Copiers**

- 4.4.1 GTA shall have the right to District equipment for the use of conducting Association business. These rights include the right to use unit members' mail boxes at the sites, inter site, and intra site electronic mail (e-mail) systems. GTA shall have the right to post notices regarding matters of Association

concern on school bulletin boards, at least one of which shall be provided in each school in the District. GTA will have the right to make announcements at the conclusion of faculty meetings.

- 4.4.2 GTA shall have the right to use site copy machines. The District shall provide GTA with a code for such use and shall bill the Association no later than June 30th of that fiscal year.
- 4.4.3 The District shall provide bound copies of the collective bargaining agreement to each new member of the GTA Executive Board, each new site representative, and each new member of the negotiating team no later than twenty (20) work days after the start of the new instructional year.
- 4.4.4 GTA will provide the Assistant Superintendent of Human Resources and affected site administrator(s) with copies of all non-confidential materials placed in unit members' mail boxes at school sites and all notices posted on school site bulletin boards.

#### 4.5 Use of Facilities

Authorized representatives of the Association shall have the right to call and conduct school site meetings to transact Association business on school property and to use school equipment for meetings at all times, provided the meeting does not interfere with instruction or previously scheduled activities. Prior to each meeting, the Association shall notify the site administrator or designee of the time and place.

The Association shall be permitted to call a meeting at the conclusion of faculty meetings for the purpose of conducting Association business.

The Association shall be permitted to call a meeting prior to faculty meetings provided that the meeting does not interfere with the start of the staff meeting.

#### 4.6 Board Agendas

- 4.6.1 Prior to the start of the school year, the District shall consult with GTA, and if requested, the District shall provide to GTA one copy of the Board agenda in advance of the meeting and minutes of the prior Board meetings for all regular and special Board meetings.
- 4.6.2 The District, shall, upon written request, provide information, including but not limited to the preliminary budget, administrative regulations, and other public documents to the GTA in its role as the exclusive representative. If the District incurs costs in providing this information, a reasonable fee may be charged. The District shall, at no fee, provide GTA with the opportunity to inspect said public documents.

#### 4.7 Unit Members Directory

- 4.7.1. The District shall provide the Association with the names, job title, site, assignment, email addresses (personal e-mail if on file), mailing address, telephone numbers (home, personal cellular), status (temporary, probationary, or permanent), date of hire, and FTE status, for all bargaining unit members, no later than the date of the new hire orientation at the beginning of each school year. For unit members assigned to more than one site, the District shall provide the Association with the unit member's primary site. No later than the start of the instructional year, the District shall also provide the names of all unit members on Leaves of Absence, with the matching list of temporary employees assigned temporary status in their absence. In the event that a unit member's assignment and/or employment status changes during the year, the District shall notify the Association of the change no later than ten (10) work days after the change.
- 4.7.2 The District shall provide an updated list of all unit member contact information as stated in 4.7.1, including an updated and current Certificated Order of Employment List no later than ~~December~~ November 1 and ~~April~~ March 1 of each school year.
- 4.7.3 The District shall not provide information in which the employee has submitted a written request not to be provided, or information the District does not have.
- 4.7.4 Notice of Public Records Act Requests for Members' Information

The District shall notify the Association president of any third-party Public Records Act request for unit members' contact information. This is limited to California Public Records Acts requests for unit member disciplinary, evaluative, or other personnel- record information, including union membership status.

The District shall not disclose to a third-party personal unit member information such as home addresses, personal email addresses, home phone or cell phone numbers, birthdates, family member names (unless the family member is also an employee) , and union membership status unless required by law.

#### 4.8 Association Day

Wednesdays shall be recognized as Association meeting days. No Gilroy Unified School District meetings, other than Board Meetings, Back-to-School Nights, Open House and Instructional Leadership Academy meetings shall be scheduled on the second or third Wednesday of the month except in an emergency.

#### 4.9 Association Officers' Release Time

If requested by the Association, elected Association officers will be provided up to 100%

release time in order to facilitate Association business. In accordance with Education Code 44987, the Association shall reimburse the District for all compensation paid to the released officers on account of said leave, including salary, health benefits, statutory benefits and retirement fund contributions.

No later than May 1 of each school year, the Association President shall provide the District with written notice of the amount of release time to be scheduled for the next school year.

#### 4.10 Association Leave

In addition to the leave provided in Section 4.9, the District shall grant a maximum of 24 days per work year for Association leave with one working day notification upon request in writing to the District Superintendent and/or designee by the Association's executive officer and/or designee. The Association shall pay the District within 30 calendar days for all costs of the substitute or the amount that would have been paid if the substitute had been employed. This leave shall not be used to prepare for or conduct any concerted activity or litigation against the District.

~~4.12.24.11~~ The District shall provide GTA with new hire information, as outlined in Article 4.7.1, no later than 10 days after the date of the new hire orientation.

#### ~~4.11.4.12~~ New ~~Teacher~~ Unit Member Orientation Prior to the Start of the School Year

~~4.11.1~~ Certificated unit members new to the District shall attend an Association sponsored lunch during the first day of the pre-service days for new staff referenced in Article 12.13.2. To facilitate this luncheon, the District shall notify all newly employed certificated unit members of the luncheon by mail. The District shall provide the names of all newly certificated unit members two (2) work days prior to this meeting and update the new hire list if needed. The District shall release all newly employed unit members for this meeting for two (2) hours.

#### ~~4.12.4.13~~ New Unit Member Orientation During the School Year

~~4.11.13.21~~ The District shall provide GTA at least ten (10) days advance notice of all new employee orientations (i.e. onboarding process) except when the need for orientation is urgent and/or unforeseeable. The District shall permit GTA access to such orientations.

In the event the District conducts one-on-one orientations with new employees after the school year begins, the Association shall have sixty (60) minutes of paid release time for one (1) Association representative to conduct the orientation session if the orientation is during the workday. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The Association Labor Relations Representative may also attend the orientation session. District administration shall not be present during Association time, unless the Association requests specific administrators remain present.

## ARTICLE 9: PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

### 9.2 Dues Deduction

The District agrees that the Association shall have the exclusive right for payroll deduction of dues and general assessment for every bargaining unit member who has executed a written authorization for this deduction. Such authorization shall continue in effect from year to year unless revoked in writing with the Association. Pursuant to such authorization, the employer shall deduct one-tenth (1/10th) of such dues from the regular salary check of unit members each month for 10 months. The District agrees to remit promptly such monies to the California Teachers Association ("CTA") accompanied by an alphabetical list of teachers for whom such deductions have been made. This monthly list (in hard copy and electronically) shall be forwarded to the Association within seven (7) work days of the end of the month.

The Association shall determine the amount of the professional dues.

### 9.3 Agency Fee (Fair Share)

~~9.3.1 Condition Of Employment: As required by Government Code Section 3546, any bargaining unit member who is not a member of the Association, or who does not make application for membership within 30 days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association an agency fee. The Association shall determine that the amount of the professional dues and agency fee. A unit member may pay the amount of the fee directly to the Association in one lump sum cash payment, or the unit member may authorize payroll deduction for the amount of the fee as described in Section 9.2 of this Agreement.~~

~~9.3.2 Automatic Payroll Deductions: If the Association notifies the District that the unit member has not paid the fee or authorized a payroll deduction, the District shall begin automatic payroll deduction in the same manner as set forth in Section 9.2 of this Agreement.~~

~~9.3.3 Verification Of Agency Fee By Association: The Association shall file in a timely manner with the District a copy of the of the written notice(s) that PERB regulations require to be sent to unit members subject to the agency fee.~~

~~9.3.4 Agency Fee Exemption: Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment. In lieu of agency fee, such members shall contribute an amount equal to the service fee to one of the following specific non-religious, non-labor charities exempt from taxation under IRS Section 501(c)(3):~~

~~(a) The Gilroy Education Foundation;~~

~~(b) The International Order of Odd Fellows and Rebekahs  
("IOOF") Childrens Home;~~

~~(c) La Isla Pacifica.~~

~~9.3.5 Basis For Exemption: To receive religious exemption, the unit member must submit annually to the Association a detailed written statement establishing the basis for the religious exemption. The Association executive board shall communicate in writing to the unit member and the District its acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to an appropriate charity as described in Section 9.3.4. The payment to a charity shall be made on or before the due date for cash dues/fees for each school year. Proof of payment shall be in the form of a receipt or cancelled check indicating the name or the organization, the amount paid and date the payment was made. Such proof shall be presented to the Association on or before October 1st of each school year if the unit member is paying the entire amount. The unit member may pay one-tenth of the total on or before the last day of each month, and submit proof of payment to the Association within two (2) work days. Any unit member making payments as described in this section and who requests Association representation with grievance provisions of this Agreement on his/her behalf shall be responsible for paying the reasonable cost of using said procedure. The Association shall not be required to submit a grievance by a fee payer to arbitration.~~

~~9.3.6 District's Obligations: The District's obligations under Section 9.3 are: (1) to notify any unit member identified by the Association as specified in Section 9.3.2 that, as a condition of employment in the District, the unit member must either become an Association member, pay an agency fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement; and (2) deduct from pay appropriate amounts pursuant to Sections 9.2 and 9.3. Under no circumstances shall the District be required to dismiss or otherwise discipline any unit member for failure to fulfill the obligation to pay the fees established in this Article.~~

#### ~~9.4 — Indemnification/Hold Harmless~~

~~The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association shall have the right to decide and determine whether any such action or proceeding refereed to about shall or shall not be compromised, resisted, defended, tried, or appealed.~~

## **ARTICLE 10: SAFETY**

### **10.1 Safe And Healthy Work Sites**

#### **10.1.1 Unit Member's Duty to Report Conditions Endangering Health Or Safety**

Unit members shall not be required to work under unsafe conditions or to perform tasks or teach under conditions that endanger their health or safety as determined by the appropriate federal, state, or local agency. If a unit member still believes that an unsafe condition exists, the unit member shall submit a written report to the site administrator or designee as soon as possible. The written report shall include the location and nature of the condition endangering health or safety. The unit member shall retain a copy of the report and submit a copy of the report to the site representative and Association President.

#### **10.1.2 District's Response to Reports Of Conditions Endangering Health or Safety**

No later than five (5) work days after the unit member submits a report, the District will make a preliminary determination whether an unsafe condition or any condition endangering health or safety exists, and shall report its decision to the unit member in writing, which will include preliminary action steps. If the District determines that unsafe conditions exist, the District will remedy the conditions as soon as possible. If no remedy is available, the District will find another work area for the affected unit member.

#### **10.1.3 Unit Member's Assignment When Students Dismissed**

In the event a condition endangering health or safety arises within a school and forces the District to dismiss students from the school, unit members shall not be required to remain in the building. Instead, the District may assign unit members to other instructional activities.

#### **10.1.4 CAL-OSHA**

To the extent required by law, the District shall comply with provisions of the California Occupational Safety and Health Act, as amended (California Labor Code 6300, et seq.) and regulations relating to the Act (California Code of Regulations, title 8, section 330, et. seq.)

#### **10.1.5 District Safety Committee**

The District shall establish a District Safety Committee. The District Safety Committee shall annually review the District Safety and Emergency Preparedness Plan. In addition, the District Safety Committee shall study and make recommendations for improving the District's Injury Prevention Program (see Labor Code Section 6401.7). The District's Safety and Emergency Preparedness Plan shall include but not limited to the following: responding to suspicious persons on the worksite, and responding to fire, earthquake, flood, evacuation, emergency closings, lockdown orders, and other emergency situations. GTA shall have the right to appoint two bargaining unit members to serve on the District Safety Committee. The GTA

bargaining unit members shall be provided reasonable release time to attend District Safety Committee meetings. The GTA bargaining unit members shall have one less extra activity duty as described in Section 12.8.2 and/or evening meetings as described in Section 12.10. The District Safety Committee shall develop a plan to communicate the District's Safety and Emergency Preparedness Plan to all GTA bargaining unit members.

#### 10.1.6 Site Safety

Administration shall annually review site safety, health, and emergency protocols with unit members within the first 30 days of instruction. Unit members may provide feedback to a site administrator or designee on unique site issues.

#### 10.1.7 Emergency Supplies

The District shall provide each school site and work location with basic first aid supplies and an inventory list of the supplies being provided. The District shall provide other emergency items which may be unique to a work location. All mobile emergency supply kits shall be checked and verified annually.

#### 10.1.8 Indoor Air Quality

The District and GTA bargaining unit members shall comply with California laws and regulations covering indoor air quality.

#### 10.1.9 Notice About Planned Construction

When the District is planning maintenance work or construction that may disrupt the learning environment, the District shall notify the school site at least five (5) work days prior to any planned maintenance or construction.

#### 10.1.10 Rodents, Pests, and Insects

The District shall make a good faith effort to prevent unwanted rodents, pests and insects on school grounds and facilities. If EPA registered pesticides are used that require the District provide notice to parents, the District shall provide notice at the school site of the same information at least 72 hours in advance of the use at the site. The District shall apply EPA registered pesticides only at times when unit members and pupils are not present, allowing sufficient time for the effects to wear off before humans re-enter the affected area.

#### 10.1.911 Unit Member - Administrator Designee

Annually, no later than the end of the third week of instruction, the site administrator shall designate in writing one unit member as the Administrator Designee and forward this information to the Association. In a prominent place at the site, the site administrator shall post the written designation including the name and contact for the Administrator Designee.

Whenever an emergency occurs and no administrator is present at the school site, the Administrator Designee shall be responsible for making necessary



decisions and directing unit members during that emergency. No unit member shall be required to accept the designation as the Administrator Designee nor asked to fill this role unless there is compensation. A site based Administrative Designee who is serving in the capacity of principal cannot serve as the administrator designee as used by IDEA.

Each school site shall be allocated \$500 total for compensation from the District to be paid to the Administrative Designee based on the non-instructional rate for services performed as the assigned Administrator Designee for that school site. The unit member shall submit a time claim to the site administrator who will process it.

## 10.2 Unit Member Protection

### 10.2.1 Telephones at Work Sites

The District shall provide telephone service for each school site and work location. Each classroom shall have a telephone with an outside line. Each classroom shall have a functioning speaker (i.e. PA speaker, wall mounted or via telephone).

Intercoms and television cameras used for communications and monitoring safety conditions shall not be used for the purposes of evaluation.

### 10.2.2 Student Assault or Attack on Unit Member

Whenever any unit member is attacked, assaulted, or physically threatened by any student, the unit member shall promptly report the incident to the site administrator, and the unit member and the site administrator shall promptly report the incident to the appropriate law enforcement authority as required by Education Code Sections 44014 and 48902.

#### 10.2.2.1 Reimbursement

The District shall reimburse unit members for any and all damage to personal property, including repair or replacement costs, up to \$1000 per unit member per year as a result of assault. The unit member shall provide receipts for repair or replacement costs prior to receiving reimbursement from the District.

### 10.2.3 Disclosure of Student Discipline

As required by Education Code Section 49079, the District shall inform unit members in writing or through the electronic student information system (i.e. Aeries), prior to the first day of instruction, of each student who has engaged in or is reasonably suspected to have engaged in any of the acts described in any of the subdivisions, except subdivision (h) of Section 48900, Sections 48900.2, 48900.3, 48900.4, or 48900.7. The District shall provide the information to unit members for the previous three school years based on any records that the District maintains in the ordinary course of business or receives from the law enforcement agency. Any information received by a unit member pursuant to this provision shall be received in confidence for the

limited purpose for which it was provided and shall not be further disseminated by the unit member. The District shall provide this information electronically by allowing unit members in grades K-12 to have computer access to their own student discipline records in the District's database at the beginning of the 2014-2015 school year.

#### 10.2.4 Site and District Disciplinary Plan

No later than two (2) work days after the unit members return to work, the District shall give each unit member a copy of the school site's discipline plan and procedures. Copies may be provided electronically. No later than two (2) work days after the unit members return to work, the site administrator or designee shall review with site unit members the school's approved discipline plan and procedures. Each unit member shall read and enforce the school's plans.

#### 10.2.5 Unit Member's Suspension of Student From Class

A unit member may suspend any student from the unit member's class for any of the acts enumerated in Education Code Sections 48900 and 48910 for the day of the suspension and the day following. The unit member shall immediately report the suspension to the site administrator or the site administrator's designee. The unit member shall send the student to the administrator or the site administrator's designee for appropriate action. As soon as possible (ideally within one work day), the unit member shall ask the student's parents or guardians to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The student shall not be returned to the class from which he/she was suspended during the period of the suspension without the concurrence of the unit member who suspended the student and the administrator. The student will not be placed in another regular class during the period of suspension. Copies of Education Code Sections 48900 and 48910 respectively are attached as Appendices L and M.

#### 10.2.6 Unit Member's Role in Suspending Student From School

When a unit member believes a student should be suspended from school or expelled for violating District or School Rules, the unit member must complete a student referral form and submit it to the site administrator. On the referral form, the unit member must include prior attempts to correct the student's behavior. The District shall provide forms that are in NCR format so unit members may retain a copy. The site administrator shall determine whether suspension from school or other disciplinary action is appropriate. Within five (5) work days, the site administrator shall provide the unit member with a copy of the referral form showing the site administrator's disposition of the referral.

#### 10.2.7 Discipline of Student with Disabilities

A student identified as an individual with disabilities pursuant to the Individuals with Disabilities Education Act (IDEA) is subject to the same grounds for suspension and expulsion which apply to students without

disabilities. Students with disabilities may be removed from the classroom for up to ten (10) school days for any violation of a school code of conduct, in the same manner and to the same extent that a non-disabled student would be. A manifestation determination must be conducted within ten (10) school days to determine if the behavior was the result of the child's disability or the direct result of the local educational agency's failure to implement the IEP. If the behavior is deemed to be a manifestation of the disability and the student is removed from the classroom for more than ten (10) school days, the District must conduct a behavioral assessment or modify the existing Behavior Support Plan.

#### 10.2.8 Medical Services to Medically Fragile Students

Unit members shall not be required to provide medical services for which they are not trained or credentialed/licensed.

#### 10.2.9 Work for Students on Suspension or Students Suspended Pending Expulsion

~~Unit members will provide the opportunity for a student who is suspended not pending expulsion to come in after school to make up the missed classroom work. When the student returns from suspension, the student will have as many days of opportunity to make up the work as the number of days suspended. Alternatively, unit members may choose to provide suspended students with homework to work on while the student is suspended from school.~~

The teacher of any class from which a student is suspended may require the suspended student to complete any assignments and tests missed during the suspension (Ed. Code 48913).

Upon the request of a parent, a legal guardian or other person holding the right to make educational decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two or more schooldays the homework that the student would otherwise have been assigned. Unit members shall provide the homework within one work day after the request unless the unit member is provided release time to provide the work more urgently. If a homework assignment that is requested and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class (Ed. Code 48913.5).

The District's Expulsion Coordinator or site administrator shall make arrangements with unit members to provide students pending expulsion with work. If a unit member coordinates the work between teachers and the student pending expulsion, the coordinating unit member will be compensated at the same rate as a Home Hospital teacher. Unit members shall only provide work upon written request from the student or parent. (Ed. Code 48913)

#### 10.2.10 Parent Involvement and Classroom Visits

Unit members shall require parents, guardians, or other adults to check in at the school site's main office and to comply with District policy when observing a classroom or visiting a school site. Parents who wish to observe a classroom must provide twenty-four (24) hours notice to the unit members, unless the unit member and parent(s) have a previous arrangement.

#### 10.2.11 Adult Behavior Interfering With Instruction

If a unit member observes an adult disturbing, interfering with, or disrupting a class or instructional activity, the unit member shall report the incident to the site administrator.

If a unit member believes that an adult is harassing a unit member, the unit member shall report the facts to the site administrator. The site administrator or an appropriate District administrator shall take reasonable action as permitted by District policy and the law. (See Education Code Sections 32210 and 32211, Penal Code Section 626.7, and Code of Civil Procedure Sections 527.6 and 527.8) District actions mandated by the statutes in this section shall not be subject to review by an arbitrator or subject to the grievance procedure in Article 8 of this Agreement.

### 10.3 Reimbursement For Loss To Personal Property Used For Instructional Purposes

10.3.1 During the term of this Agreement, the District will establish a program for reimbursement for loss or damage to unit members' personal property used for instructional purposes.

10.3.2 The maximum reimbursement for this program shall be ten thousand dollars (\$10,000) per year for the entire bargaining unit, and five hundred dollars (\$500) per unit member per year.

10.3.3 In order to qualify for reimbursement, the unit member must:

(1) demonstrate that the loss is due to theft, fire, water, ~~assault~~ or vandalism at the school site, and is not due to the unit member's negligence.

(2) obtain prior approval from the site administrator in writing regarding:

- the use of equipment and/or property for instructional purposes;
- the estimated value and description of the equipment and/or property;
- the period of time the equipment and/or property is expected to be on the site

(3) file or assist in filing any necessary police reports.

### 10.4 Legal Action Against Parents For Willful Student Misconduct

If a student cuts, defaces, or otherwise injures in any way any property, real or personal, belonging to a unit member, the unit member may submit a written request that the District take legal action against the student's parents or guardians (Ed. Code 48905). The District shall make a cost/benefit analysis and decide whether to exercise the rights provided to the District by Education Code Section 48905. The District's exercise of its discretion under this

section of the Agreement shall not be subject to review by an arbitrator and shall not be subject to the grievance procedure in Article 8 of this agreement. Nothing in this Agreement shall prevent a unit member from taking appropriate legal action on his/her own.

#### 10.5 Pupil Transportation

No bargaining unit members shall be required to transport pupils in private vehicles.

No bargaining unit members shall be required to transport pupils in a vehicle owned by the District.

### **ARTICLE 14: EVALUATIONS**

#### **14.1 Purpose**

The evaluation system's purpose is to improve the delivery of educational services, provide constructive assistance to unit members, establish uniform criteria for evaluating unit members, and ensure that the evaluation is continuous in nature. At every stage of the evaluation process, the unit member may bring a representative to the meeting with the evaluator.

#### **14.2 Evaluation Formats**

To evaluate unit members as required by the Education Code and this Article 14, the District may use the Formal Evaluation Procedure described in Sections 14.5 to 14.10. If permitted by the express terms of this Article, the District may use the Alternative Evaluation format described in Section 14.11. The District and each unit member must comply with Sections 14.3, 14.4, 14.5, and 14.7 of this Article.

In addition to the Formal Evaluation or Alternative Evaluation procedures described in this Article, the District and the primary evaluator shall provide feedback to unit members per Appendix J-5.

#### **14.3 Definitions**

##### **14.3.1 ~~Performance Improvement Plan~~ Employee Growth Plan**

~~A Performance Improvement Plan~~ An Employee Growth Plan is a plan specifying how a unit member must improve to meet standards. The ~~Performance Improvement Plan~~ Employee Growth Plan is described in Section 14.10.

##### **14.3.2 Primary Evaluator**

The "primary evaluator" shall mean the unit member's immediate supervisor or site administrator. For unit members assigned to more than one school site the site administrator at the unit member's primary assignment shall be the

unit member's primary evaluator (See Section 12.4.6 regarding itinerant teachers).

#### 14.3.3 Peer Assistance/Review Program

The Peer Assistance/Review Program is the program to help instructional unit members improve teaching performance. The Peer Assistance and Review Program is described in Article 27 of this Agreement.

#### 14.3.4 Conference

For the purpose of this Article 14, a "conference" means a face-to-face meeting between a site administrator and the unit member.

#### 14.3.5 Permanent Unit Member Eligibility for Five-Year Evaluation Cycle

##### 14.3.5.1 Definition

For the purpose of Article 14 and per Ed Code 44664 (a), a permanent unit member shall be eligible for the five year evaluation cycle if the unit member has the consent of the unit member's evaluator and meets the following criteria:

- Has been employed at least 10 consecutive years with the District, and
- is highly qualified as defined in 20 U.S.C. Sec. 7801, and
- has earned a "~~proficient~~Satisfactory/meeting standards" rating on the unit member's most recent evaluation, and
- has obtained the signed, eligibility form described in Section ~~14.3.5.2~~ 14.4.3.1.

#### 14.3.6 Observation Form

The Observation form shall be used to record formal observations completed during the formal observation cycle. This document can be found in the appendices of this agreement in section J-1 and shall correspond to the employee's primary job title.

#### 14.3.7 Developmental Continuum of Professional Standards

The Developmental Continuum of Professional Standards shall be used to define criteria by which certificated employees will be evaluated and assessed. This document can be found in the appendices of this agreement in section J-4 and shall correspond to the certificated employee's primary job title.

#### 14.4 Frequency of Evaluation

#### 14.4.1 Probationary/Temporary Unit Members

Each probationary and/or temporary unit member shall be evaluated on a continuing basis. A formal evaluation shall be completed each year.

Probationary and/or temporary unit members shall be observed ~~on or before November 1 and again on or before February 1.~~ within 50 instructional days from the start of the school year, and again within 110 instructional days from the start of the school year.

#### 14.4.2 Permanent Unit Members

Each permanent unit member shall be evaluated on a continuing basis. Permanent unit members given a rating of “~~Satisfactory~~Proficient/Meeting Standards” on the Summative Evaluation section of the Formal Observation Summary Report Form or on the Completion of Alternative Evaluation Form shall be formally evaluated at least once every other year, unless approved for the 5-Year Alternative Cycle described in section 14.4.3. Permanent unit members given a rating of “Unsatisfactory/Not Meeting Standards” ~~in any category~~ on the Summative Evaluation Summative Evaluation Section of the Formal Observation Summary Report Form or on the Completion of Alternative Evaluation Form shall be evaluated ~~each~~ the subsequent school year. Even if a unit member received a satisfactory evaluation the previous year, he/she may still be evaluated the following year. A unit member who has transferred to a different school or work site from the site where the unit member was based in the preceding year will ordinarily be evaluated, even if the unit member was evaluated during the preceding year.

#### 14.4.3 Permanent Unit Member Eligible For The Five-Year Evaluation Cycle

Each eligible permanent unit member shall be evaluated on a continuing basis. A formal evaluation shall be completed at least every five years. With mutual consent between the eligible permanent unit member and the unit member’s evaluator, the unit member may participate in the Alternative Evaluation Plan For Permanent Staff described in Section 14.11. If the evaluator denies the unit member’s request to participate in a five-year evaluation cycle, the evaluator shall give specific reasons in writing.

At any time, either the unit member or the evaluator may determine that the unit member will return to the Two-Year Evaluation Cycle described in Section 14.4.2. If the evaluator determines that the unit member must return to the two-year evaluation cycle, the evaluator shall meet with the unit member and provide a written explanation.

##### 14.4.3.1 Eligibility Form

If the unit member and the evaluator mutually consent that the unit member is eligible for the five-year evaluation cycle, by no later than September 10, both the unit member and the site administrator/evaluator will sign the eligibility form attached to this Agreement as Appendix ~~J-4~~ J-6. The signed and completed eligibility form shall be placed in the unit member's District personnel file.

#### 14.5 Performance And Evaluation Criteria

The evaluation shall be based on the following Education Code 44662 and the California Standards for the Teaching Profession ("CSTP") 1-6 ~~criteria~~:

##### 14.5.1 The California Standards For The Teaching Profession

The California Standards For The Teaching Profession ("CSTP"), together with the criteria listed in Sections 14.5.2 through 14.5.74, shall constitute all the standards for the evaluation of the unit member. The references to the CSTP standards are listed parenthetically next to each criteria.

14.5.1.1 ~~The progress of unit member's students toward the District's student achievement standards as measured by the state adopted criterion referenced assessments, if applicable.~~ The evaluation of student progress shall be based upon standards of expected student progress at each grade level in each area of study. The state adopted academic content standards are the District adopted content standards for expected student achievement. Data to facilitate such evaluations shall be secured through a number of relevant procedures including but not limited to: classroom observation forms (J-1), student work products, ~~High School Exit Exam~~, District Writing, criterion-referenced tests, and a unit member's anecdotal records. At no time shall a unit member's students' grades be included in the evaluation.

##### 14.5.2 The California Standards for the Teaching Profession, 1-6

- Engaging and Supporting All Students in Learning
- Creating and Maintaining Effective Environments for Student learning
- Understands and Organizes Content Knowledge for Students
- Planning Instruction and Designing Learning Experiences for All Students
- Assesses Student Learning
- Developing as a Professional Educator

14.5.3 ~~The unit member's use of instruction techniques and strategies (CSTP Standards "1", "3," "4," and "5").~~

14.5.3 ~~The Unit member's adherence to curricular objectives (CSTP Standards "3," "4, and "5").~~



~~14.5.4 The unit member's establishment and maintenance of a suitable learning environment, within the scope of the unit member's responsibilities (CSTP Standards "2").~~

~~14.5.5 The unit member's continuous development as a professional educator (CSTP Standard "6"). The unit member's performance of non-instructional duties and responsibilities normally associated with the unit member's assignments.~~

~~14.5.6~~ 14.5.3 Evaluations shall not include the use of publishers' norms established by standardized tests. Ed. Code 44662(e)

~~14.5.7~~ 14.5.4 Each non-instructional unit member shall be evaluated based upon the unit member's satisfactory fulfillment of defined job responsibilities. Each non-instructional unit member shall meet the standards stated in Education Code Section 44662, the applicable California Standards For The Teaching Profession, and Section 14.5. The timelines shown on Appendix J-6 shall apply to non-instructional unit member evaluations. Each non-instructional unit member may be evaluated using the formal evaluation method and corresponding J-4 continuum of professional standards, or be placed on the Alternative Evaluation method. The timelines shown on Appendix J-5 shall apply to non-instructional unit member evaluations.

#### 14.6 Formal Evaluation Schedule/Timelines

14.6.1 Every unit member who will be formally evaluated during the school year shall be notified in writing no later than September 10.

14.6.2 The primary evaluator shall schedule a meeting with unit members scheduled for an evaluation no later than October ~~15~~ 10. At this meeting the evaluator shall:

- Review the contents of the observation and evaluation forms;
- discuss the data to be collected by the unit member and the evaluator for use in the evaluation;
- discuss any areas of emphasis for growth; and
- schedule the next evaluation conference(s) and/or classroom observations.

The primary evaluator and the unit member shall make a good faith effort to reach agreement on these matters. In the event the primary evaluator and the unit member cannot reach agreement, the primary evaluator shall be responsible for making the final determination.

14.6.3 The primary evaluator shall provide the unit member with the completed ~~Summative Evaluation~~ Formal Observation Summary Report Form on or before May 10 of the school year.

14.6.4 If there are significant changes in the unit member's assignment that occur during the school year, (e.g., a significant change in class composition), upon the unit member's request, the unit member and the primary evaluator will meet to discuss the possible modifications of the unit member's expected steps and possible assistance.

#### 14.7 Lesson Plans

14.7.1 ~~Temporary unit members, probationary unit members, and teachers referred to the Peer Assistance and Review Program shall turn in lesson plans to their administrator. All other unit members shall be responsible for preparing daily lesson plans and having them available for review by the site administrator within 48 hours if requested in writing; however, they shall not be required to turn in lesson plans.~~

14.7.2 If a unit member fails to leave lesson plans for a substitute on at least two occasions within the school year, that unit member may be required by the administrator to turn in lesson plans for the remainder of the school year.

**MOVE TO ARTICLE 12** 14.7.3 Elementary school unit members who create lessons plans for another absent unit member upon the request and authorization of an administrator shall be compensated two (2) hours at the non-instructional rate for each day of prepared lesson plans.

**MOVE TO ARTICLE 12** 14.7.4 With the exception of High School Department Chairpersons, middle and high school unit members who create lesson plans for another absent unit member upon the request and authorization of an administrator, shall be compensated one hour at the non-instructional rate for each day of prepared lesson plans.

**MOVE TO ARTICLE 12** 14.7.5 Upon the request and authorization of an administrator, High School Department Chairpersons who prepare lesson plans for another absent unit member in excess of 10 work days for the same unit member, shall be compensated one hour at the non instructional rate for each day of prepared lesson plans.

#### 14.8 Classroom Observations

14.8.1 Because the evaluation process is to be continuous in nature, the evaluation shall consist of data collection, workplace observation, and classroom observation. Formal classroom observations shall meet the following requirements:

14.8.1.1 Permanent Formal Observation

No later than ~~February 1~~ 110 instructional days after the start of the school year, every permanent unit member being evaluated shall have at least one formal scheduled classroom observation.

#### 14.8.1.2 Temporary Or Probationary Formal Observation

Every temporary or probationary unit member being evaluated shall have at least two formal scheduled classroom observations. The first formal observation shall be scheduled no later than ~~November 1~~ 50 instructional days after the start of the school year and the second formal observation shall be scheduled no later than ~~February 1~~ 110 instructional days after the start of the school year.

#### 14.8.1.3 Length Of Formal Observation

For a formal classroom observation the primary evaluator will remain in the classroom for substantially the entire unit of instruction or the entire period. For non-classroom certificated employees, the length of formal observations shall consist of a minimum of 30 minutes of directly-observed performance of the employee's professional duties.

#### 14.8.1.4 Pre-Observation Conference

Prior to the observation, permanent, temporary, and probationary unit members shall provide the primary evaluator with a copy of the lesson plan covering the observation period. Temporary and probationary unit members being evaluated shall have a pre-observation conference with the primary evaluator. Although a pre-observation conference is not required for permanent unit members, a pre-observation conference shall be held at the request of either the primary evaluator or the unit member. At the Pre- Observation Conference, the primary evaluator and the unit member shall review and discuss the Observation Form. The Observation Form is attached as Appendix J-1 and is incorporated into this section.

The lesson plan provided to the primary evaluator in this conference shall contain the following elements:

- Focus Standard for the Lesson;
- Essential Understanding for the Instructional Unit;
- Lesson Objectives;
- Language Objectives (ELD Standards)

#### 14.8.1.5 Post-Observation Conference

Each scheduled classroom observation shall be followed by a Post-Observation conference within five (5) working days following the observation, unless the conference date is extended by mutual agreement. The primary evaluator shall prepare a summary of the observations by completing an Observation Form (Appendix J-1), which will be shown to and discussed with the unit member at this conference. At the end of the conference, the evaluator shall provide the unit member with a copy of the J-1. If the primary evaluator has any concerns about the unit member's performance in any of the areas, the primary evaluator shall discuss those concerns with the unit member at this post-observation conference. The unit member has the right to attach a rebuttal to the original J-1 within ten (10) working days of the post-observation conference.

~~In addition, if the primary evaluator believes that the unit member must improve in any area of the evaluation standards, If the unit member is given an "Unsatisfactory/Not Meeting Standards" in the overall performance rating of any CSTP standard on the observation form J-1, the primary evaluator shall complete a Certificated Performance Improvement Plan place the unit member on an Employee Growth Plan and discuss the completed plan with the unit member at the post conference. The Employee Growth Plan is attached in Appendix J-3. The Growth Plan shall be limited to three sub-standards per plan. The Certificated Growth Plan shall include the following: If a unit member is given an Unsatisfactory/Not Meeting Standards rating in any category, the primary evaluator shall include the following on the Post Observation/Certificated Performance Improvement Plan Form:~~

- List of no more than 3 sub-standard(s) performed in an unsatisfactory manner;
- description of improvement required, and program/people available to provide assistance;
- time period for demonstrating improvement; and
- description of methods used to measure improvement.

The primary evaluator shall be responsible for developing a plan and monitoring and supporting the unit member in reaching the goals.

The primary evaluator shall provide continuous feedback to the unit member prior to the end date for the Growth Plan.

The unit member, under the guidance of the evaluator, is responsible for implementing the ~~improvement~~ growth plan and demonstrating the indicators of accomplishment. Merely completing improvement

activities may not demonstrate successful performance or the indicators of accomplishment. The primary evaluator shall be responsible for documenting the unit member's failure to meet standards and shall provide the unit member with a copy of the documentation.

The Certificated Employee Growth Plan ~~Performance Improvement Plan~~ Form is attached as Appendix J-3.

14.8.1.6 Observations Prior To Unsatisfactory Rating

At least three scheduled classroom observations will take place before a unit member is given an unsatisfactory summative evaluation. However, an unsatisfactory evaluation may be issued after three scheduled classroom observations even though the unsatisfactory conduct or performance was not observed in the classroom, provided that it was documented by the evaluator and shared with the unit member.

14.8.1.7 Observations by More than One Administrator

Classroom observations may be made by more than one administrator. The unit member or the primary evaluator may request that a scheduled classroom observation of the unit member be done by another administrator. The District shall grant the unit member's or the primary evaluator's request.

14.8.1.8 Request for a Different Administrator to Conduct Evaluation

In rare cases, the unit member or the primary evaluator may request that the evaluation itself be conducted by a different evaluator. Such a change in evaluators is subject to District Office approval.

14.8.1.9 Informal Unscheduled Observations (renumbered)

Nothing in this Agreement shall prevent the primary evaluator from making informal, unscheduled classroom observations in addition to the scheduled observations. An unscheduled classroom observation is an observation, as opposed to an administrative walk-through or an administrative drop-in visit. For any informal, unscheduled observation for a period of time longer than 15 minutes, the primary evaluator shall meet with the unit member to discuss that unscheduled classroom observation within five (5) working days unless this conference is extended by mutual agreement. If the primary evaluator is concerned about the unit member's performance during an unscheduled observation, the primary evaluator shall discuss those concerns with the unit member during the conference

held within five (5) working days unless extended by mutual agreement.

#### 14.8.1.10 District Walk-through For Evaluation Of Program

A District Walk-through For Evaluation of Program shall be defined as administrators monitoring whether or not District programs are being implemented and/or are enhancing student achievement, ~~and~~ ~~o~~ Other unit members shall not participate in a District Walk-through For Evaluation of Program.

Nothing in Section 14.8.1.10 or the Evaluation Article shall limit the District's right to send a teacher support personnel into a unit member's classroom as a resource for the unit member. Teacher support personnel shall not reveal information observed about any other unit member to the public, other unit members, or an administrator. Teacher support personnel shall not evaluate other unit members.

### 14.9 Formal Observation Summary Report

#### 14.9.1 Formal Observation Summary Report Form

No later than May 10, the primary evaluator shall complete and provide the unit member with a completed Formal Observation Summary Report Form. The Formal Observation Summary Report Form is attached as Appendix J-2 and is incorporated into this section. Each completed Observation Form and any unit member comments to the Observation Form shall be attached to the Formal Observation Summary Report Form. At the time the Formal Observation Summary Report Form is given to the unit member or as soon thereafter as possible, the primary evaluator and the unit member shall have a conference to discuss the ratings and comments included in the Formal Observation Summary Report Form. During this meeting, the primary evaluator and the unit member shall give the unit member an opportunity to identify any mitigating circumstances that may have affected student progress. Within ten (10) working days, the unit member shall have the right to attach written comments to the Formal Observation Summary Report Form. The Formal Observation Summary Report Form and all the attachments, including Observation Forms and the Unit member's comments, shall be placed in the unit member's personnel file.

#### 14.9.2 Unit Member's Signature On Observation Forms Or Formal Observation Summary Report Form

The unit member's signature on the Observation Forms or Formal Observation Summary Report Form demonstrates that the unit member has reviewed the

forms and does not demonstrate that the unit member agrees with the primary evaluator's ratings or comments on the Observation Forms or the Formal Observation Summary Report Form.

#### 14.9.3 Referral To The Peer Assistance And Review Program

On the Formal Observation Summary Report Form, the primary evaluator will determine an overall Unsatisfactory/Not Meeting Standards or a Satisfactory/Meeting Standards Summative Evaluation Rating of the unit member's performance based on the standards in Section 14.5. A permanent or probationary unit member who receives an ~~an~~ Unsatisfactory/not meeting standards: on the Summative Evaluation section of the Formal Observation Summary Report Form based on the criteria described in Section 14.5.1-14.5.5 ~~must~~ shall, in accordance with Education Code 44664(c), be referred to, and participate in, the Peer Assistance and Review Program described in Article 27 of this Agreement.

#### 14.10 Certificated Employee Growth Plan

If a permanent unit member is given an Unsatisfactory/Not Meeting Standards on the Summative Evaluation section of the Formal Observation Summary Report Form (J-2) or an "Unsatisfactory/Not Meeting Standards" in the overall performance rating of any CSTP standard on the Observation Form (J-1), the primary evaluator shall include the following on the Certificated Employee Growth Plan Form:

- List of no more than 3 sub-standards performed in an unsatisfactory manner;
- description of improvement required, and program/people available to provide assistance;
- time period for demonstrating improvement; and
- description of methods used to measure improvement.

The primary evaluator shall be responsible for developing a plan and monitoring and supporting the unit member in reaching the goals. The primary evaluator shall provide continuous feedback to the unit member prior to the end date for the growth plan.

The unit member, under the guidance of the evaluator, is responsible for implementing the growth plan and demonstrating the indicators of accomplishment. Merely completing improvement activities may not demonstrate successful performance or the indicators of accomplishment. If the primary evaluator determines that a unit member has failed to meet standards, the primary evaluator shall be responsible for documenting the unit member's failure to meet standards and shall provide the unit member with a copy of the documentation.

The Certificated Employee Growth Plan Form is attached as Appendix J-3.

## 14.11 Alternative Evaluation

### 14.11.1 Participation

With mutual consent between a permanent unit member and the primary evaluator, the unit member may participate in the Alternative Evaluation Plan for Permanent Certificated Staff. For participating unit members, the alternative evaluation procedure shall replace the traditional evaluation methods described in Sections 14.5 through 14.10.

If the evaluator denies the unit member's request to participate in an alternative evaluation cycle, the evaluator shall give specific reasons in writing.

For unit members who do not teach in a classroom, including, but not limited to counselors, Academic Coordinators, nurses, psychologists, resource specialists who do "push-in," full-time TOSAs, full-time PAR, and Athletic Directors, Activities Directors and Speech Language Pathologists, the alternative evaluation may be used. Unit members who teach a class shall have the option of using the alternative evaluation. The alternative evaluation is described in Article 14.11.

### 14.11.2 Pre-Evaluation Goal Setting Conference

Each participating unit member shall meet with the unit member's primary evaluator for a goal setting conference no later than 50 instructional days after the start of the school year. During the goal setting conference, the primary evaluator and the unit member shall complete the following activities:

- 14.11.2.1 Review the unit member's goals and select an alternative evaluation option from those described in Section 14.11.4. The unit member shall select an alternative evaluation option closely aligned with his or her annual goals.
- 14.11.2.2 Develop timelines for completion.
- 14.11.2.3 Review how the alternative evaluation option will enhance student learning.
- 14.11.2.4 Review options for sharing the final results of the unit member's alternative evaluation activities with other colleagues.

### 14.11.3 Evaluation Plan



Based upon the decisions reached at the unit member's meeting with the primary evaluator, the unit member will submit to the primary evaluator a written alternative evaluation plan. The unit member's written alternative evaluation plan shall include timelines for the plan's completion. The Mutual Agreement For Participating In the Alternative Evaluation form is attached as Appendix J-7 and incorporated into this section.

#### 14.11.4 Alternative Evaluation Options

The options for alternative evaluations are described as follows:

##### 14.11.4.1 Individual Growth Activities

Individual growth activities shall be designed to improve the unit member's performance and enhance the progress of students toward the student achievement standards including, but not limited to those standards referenced in 14.5.1.1. In designing individual growth activities, a unit member may combine professional development with self-analysis techniques. Examples of professional growth activities combined with self-analysis techniques shall include, but not be limited to, the following:

- Video-taping classroom lessons (self-analysis and/or model demonstration lessons on instructional strategies), or
- Portfolio assessments (training, development, and use), or
- Master's Degree project, or
- National Board Certification, or
- University or District sponsored post graduate course work.

As another option and with the consent of the primary evaluator, unit members may create their own professional growth/self-analysis projects, including but not limited to the following: Participating as an active permanent member of the Site Student Study Team, Site Leadership Team, District Writing Design Committee, Enhancing Education Through Technology Committee, or other standing committees that enhances the progress of students toward the student achievement standards, including, but not limited to those standards referenced in 14.5.1.1, or enhances the unit member's professional growth.

##### 14.11.4.2 Cohort Team Growth Activities

Unit members may participate in Cohort Team Growth Activities. These activities may include cognitive coaching, peer review of a

video-tape of the unit member's lesson plan, peer classroom visitations, and collaborative teaching and presentations to staff. Unit members may also create their own team projects with their evaluator's consent.

#### 14.11.4.3 Educational Research

Participating unit members may develop a research question involving an instructional strategy or learning theory. The unit member shall present a research proposal to their evaluator, including the project design and methods for collecting and evaluating data, and a timeline for the project's completion. This research project may be completed in conjunction with graduate course work or a mentor project.

#### 14.11.5 Return to Formal Evaluation Process

If at any time the primary evaluator determines that a permanent unit member is not meeting the criteria or standards described in Section 14.5, or the primary evaluator gives the permanent unit member an Unsatisfactory/Not Meeting Standards rating on an Alternative Evaluation Plan, the primary evaluator shall return the unit member to a traditional evaluation.

#### 14.11.6 Timelines

Each participating permanent unit member and primary evaluator shall comply with the timeline established by Article 14.

#### 14.11.7 Post Evaluation Conference

Before May 10, the unit member and primary evaluator shall meet to review the progress of the unit member's selected alternative evaluation activities. The primary evaluator shall complete and place in the unit member's personnel file a Completion Of Alternative Evaluation form (Appendix J-57).

## **ARTICLE 16: LEAVES**

### 16.1 Paid Leaves Deducted From Sick Leave

#### 16.1.1 Personal Illness And Injury (Sick Leave)

##### 16.1.1.1 Annual Earned Sick Leave

Full-time unit members shall be entitled to 10 days of personal illness, injury, or quarantine leave with full pay for each school year. Unit members who work less than full-time shall be entitled to that portion of the 10 days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time member in a comparable position.

#### 16.1.1.2 Accumulated Earned Sick Leave

If a unit member does not use the 10 days of leave authorized in Section 16.1.1.1, the amount of unused leave shall be accumulated from year to year without limitation.

#### 16.1.1.3 Extended Sick Leave with Differential Pay

When a unit member has exhausted all available sick leave, including the leave described in Sections 16.1.1.1, 16.1.1.2, and 16.4 (Catastrophic Leave), and continues to be absent on account of illness or accident for an additional period of five school months, whether or not the absence arises out of or in the course of the unit member's employment, the amount deducted from the salary due that unit member shall not exceed the lowest substitute daily rate, or lowest substitute long-term rate for absences longer than 10 days, used by the District. The pay deducted from unit members who are part-time shall be prorated. The sick leave described in Sections 16.1.1.1 and 16.1.1.2 and the five-month period described in Section 16.1.1.3 shall run consecutively. A unit member shall not be provided more than one five-month period per illness or accident. If a school year terminates before the five-month period is exhausted, however, the unit member may take the balance of the five-month period in a subsequent school year.

#### 16.1.1.4 Reemployment List

When a unit member has exhausted all the available sick leave described in Sections 16.1.1.1, 16.1.1.2, 16.1.1.3, 16.3.3, and 16.4 and continues to be absent on account of illness or accident and, is not medically able to resume the duties of the unit member's position, the unit member shall be placed on a reemployment list. Probationary unit members shall be placed on the list for a period of 24 months and permanent unit members shall be placed on the list for a period of 39 months. When the unit member is medically able to return during the 24 or 39 months, the District shall assign the unit member to a position for which the unit member is credentialed and qualified. If at the end of the 24 or 39-month period, the unit member is not able to resume the duties of the unit member's position, the

unit member shall be dismissed.

#### 16.1.1.5 Verification of Leave

When a unit member has been absent under personal illness for more than five consecutive working days or has established a pattern of personal illness exceeding 20 working days in one work year, the District is authorized to request that the unit member have a physical examination by a physician selected by the unit member and approved by the District, and a certification by that physician of the unit member's physical fitness to return to work and perform the unit member's job duties. The District will pay the cost of this examination and certification.

#### 16.1.1.6 Return to Work

A unit member who returns to work from an extended sick leave with difference pay must give the District 15 working days notice of the unit member's intent to return. In order to minimize disruption of the education program, a unit member who is unable to return to work pursuant to this section until within 15 working days prior to the end of the semester or prior to the end of the school year may be assigned other duties outside of the unit member's classroom, including substitute duties, at the unit member's regular rate of pay, and shall wait until the following semester or the following school year to resume his/her regular duties. If requested by the District, a unit member shall not return to work until the unit member submits a medical doctor's authorization to return to work. The District will pay for the cost of any portion of the certification requested by the District that is not paid by medical insurance.

#### 16.1.1.7 Annual Statement Of Accrued Leave

By the end of September, the District shall post each unit member's accrued sick leave on the Human Resources automated system or shall provide each unit member with a written statement of the number of accumulated sick leave days.

#### 16.1.1.8 Leave Care For A Child, Parent, Spouse, Or Domestic Partner

In any school year unit members may use up to a maximum of ~~ten~~ five days of leave, that is credited under Section 16.1, to attend to an illness of the unit member's child, parent, spouse, or domestic partner for each event. As used in this section, "child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis.

This section does not extend the maximum period of leave to which a unit member is entitled under the Family And Medical Leave Act (29 U.S.C. Section 2606, et. seq.), the California Family Rights Act (Government Code Section 12945.2), and District policies implementing these Acts regardless of whether the unit member receives sick leave compensation during that leave.

#### 16.1.1.9 Leave For Official Quarantine

In the case of official quarantine of a unit member's residence, the unit member may use the leave described in Sections 16.1.1.1 and 16.1.1.2.

#### 16.1.2 Personal Necessity Leave

A unit member may use sick leave in cases of personal necessity. A maximum of eight days of accumulated leave may be used in any school year for personal necessity leave.

##### 16.1.2.1 Leave Without Advance Permission

The unit member shall not be required to secure advance permission for personal necessity leave taken for any of the following reasons, but the unit member shall notify the District through the Absence Substitute System to give the District as much advance notice as possible of the need for a substitute:

- Death or serious illness of a member of the unit member's immediate family as defined under Section 16.2.2 Bereavement Leave.
- Accident involving the unit member's person or property or the person or property of a member of the unit member's immediate household.
- Imminent danger to the unit member's home, occasioned by an event such as flood, fire, or earthquake.
- Absences due to causes beyond the unit member's control, such as those caused by storm, flood, or other acts of nature.
- One day of the eight is allowable for ~~paternity, adoption, or~~ an extension of bereavement leave.

##### 16.1.2.2 Leave For Personal Reasons

A unit member may use four days of the eight days allowable for personal necessity leave for personal reasons not specified. To notify the District, a unit member shall notify the District's Absence Substitute System at least five working days prior to taking this "leave for personal reasons." No explanation for the leave is

required; however, the unit member shall state that the absence is to be counted as personal necessity leave for personal reasons. By using leaves for personal reasons, as described in this section, a unit member is verifying that personal necessity leave was not used for any of the following:

- Avoiding attendance at a staff development.
- Extending holidays or vacation periods.
- Participating in a demonstration, work slowdown, strike, similar work stoppage, or other concerted activity against the District during work time.

Under all circumstances under this Article, upon a reasonable belief of an abuse, the District may require further information from a unit member about the actual use made of the leave.

#### 16.1.2.3 Leaves of One Hour or Less

A unit member's site administrator or immediate supervisor may approve a short leave of one hour or less if the site administrator or immediate supervisor determines that the circumstances warrant such a leave and that adequate student supervision can be provided. This leave shall be without loss of pay and shall not be deducted from sick leave. The decision of the site administrator or immediate supervisor in granting or denying the leave provided for in this section shall not be subject to the grievance procedure.

### 16.1.3 Leave For Pregnancy Disability

#### 16.1.3.1 Use Of Sick Leave

Unit members are entitled to use sick leave provided in Section 16.1.1 (Personal Illness - Sick Leave) for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities described above.

#### 16.1.3.2 Duration Of Leave

The length of a disability leave, including the date on which the leave shall commence, and the date on which the unit member will return to work, shall be determined by the unit member and the unit member's physician. The District may ask for verification from the unit member's physician of the dates the unit member is disabled for purposes of this leave.

#### 16.1.3.3 Use of Difference Pay and Unpaid Leave After Exhaustion of Sick Leave

When a unit member has exhausted all available sick leave, including the leave described in Sections 16.1.1.1 and 16.1.1.2, and continues to be absent on account of pregnancy disability, the amount deducted from the salary due that unit member shall not exceed the lowest substitute daily rate, or lowest substitute long-term rate for absences longer than 10 days, used by the District. The pay deducted from unit members who are part-time shall be prorated. At no time will the differential pay be less than 50% of the unit member's salary during the period of absence.

Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery from these when sick leave as set forth in Section 16.1.1.1 and 16.1.1.2 (Personal Illness - Sick Leave) has been exhausted.

#### 16.1.3.4 Return From Pregnancy Disability

The unit member on leave because of pregnancy disability shall be entitled to return to her original position, unless there has been a program change, or to a comparable position that is mutually acceptable.

#### 16.1.3.5 Concurrent Leaves

Leave under this section shall run concurrently with any leave required by state or federal law for the same qualifying purpose.

#### 16.1.4 Leave For Child Bonding

Pursuant to the California Family Rights Act (CFRA)(CA AB 2393), employees may elect to utilize up to 12 additional weeks child bonding leave, after the conclusion of any Pregnancy Disability Leave. Any child bonding leave taken must be concluded within one year of the birth of the child or placement of the child with the employee in connection with the adoption or foster care of the child by the employee.

#### 16.1.5 Child Bonding Leave After Exhaustion of Sick Leave

If an employee exhausts accumulated sick leave prior to expiration of the 12 week child bonding leave, the employee shall be entitled to differential pay as defined in 16.1.1.3 for the balance of the 12 week period.

#### 16.1.6 Return From Bonding Leave

The unit member on leave because of pregnancy disability shall be entitled to return to her original position, unless there has been a program change, or to a comparable position that is mutually acceptable.

#### 16.1.7 Concurrent Leaves

Child Bonding Leave shall not run concurrently with Pregnancy Disability Leave. Child Bonding Leave shall run concurrently with any leave required by state or federal law for the same qualifying purpose.

### 16.2 Paid Leaves Not Deducted From Sick Leave

#### 16.2.1 Industrial Accident Or Illness Leave

##### 16.2.1.1 Eligibility

Unit members are entitled to industrial accident or illness leave according to Education Code Section 44984 for personal injury or illness that qualifies for workers' compensation.

##### 16.2.1.2 Duration

Allowable leave shall not exceed 60 days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident or illness.

##### 16.2.1.3 Not Accumulated

Allowable leave shall not be accumulated from year to year.

##### 16.2.1.4 Days Of Leave

Industrial accident or illness leave shall begin on the first day of absence. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

##### 16.2.1.5 Overlapping Year

When an industrial accident or illness leave overlaps into the next school year, the unit member shall be entitled to only the amount of unused leave due to the unit member for the same illness or injury.

##### 16.2.1.6 Compensation

When a unit member is absent from duty on account of an industrial accident or illness, the unit member shall be paid the portion of the salary due to the unit member for any month in which the absence occurs as, when added to the unit member's temporary disability



indemnity payment, will result in a payment of not more than the unit member's full salary.

16.2.1.6.1 If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness, the District shall deduct from the unit member's salary warrant the amount of the disability indemnity actually paid to and retained by the unit member that exceeds one hundred percent (100%) of the salary due.

#### 16.2.1.7 District Physician

The District has the right to have a unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

#### 16.2.1.8 Return To Work

The unit member shall be deemed to have recovered from an industrial accident or illness and able to return to work, at such time as the unit member and his/her physician agree that the unit member has recovered. The District may require a medical doctor's verification and clearance to return to work.

#### 16.2.1.9 Exhaustion Of Worker's Compensation Leave

Upon exhaustion of industrial accident or illness leave, the unit member shall be entitled to use leave available under Article 16.1.1.1 (Annual Earned Sick Leave), 16.1.1.2 (Accumulated Earned Sick Leave), and 16.1.1.3 (Extended Sick Leave with Difference Pay), and for the purposes of each of these sections, the unit member's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, the unit member may elect to take as much accumulated sick leave which, when added to the unit member's temporary disability indemnity, will result in a payment of not more than the unit member's full salary.

#### 16.2.1.10 Travel Requirement

Any unit member receiving benefits under this Article shall remain within the State of California during periods of injury or illness, unless the Governing Board authorizes the unit member to travel outside of the state.

### 16.2.2 Bereavement Leave

Bereavement leave shall not be deducted from other leaves provided in this Agreement. Every unit member is entitled to a paid leave of absence not to exceed three days, or five days if travel required is greater than 300 miles, on account of death of any member of the unit member's immediate family. Members of the immediate family include the following: mother, father, grandmother, grandfather, aunt, uncle, or grandchildren of the unit member or of the spouse of the unit member and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law of the unit member, any person living in the unit member's immediate household, or a domestic partner meeting all the criteria stated in Section 25.6.

### 16.2.3 Jury Duty Leave

#### 16.2.3.1 Leave Rights

A unit member shall be granted a paid leave of absence to appear for jury duty in the manner provided by law. Jury duty leave is not deducted from sick leave.

#### 16.2.3.2 Compensation

If a unit member does serve on jury duty, the unit member shall receive the unit member's full rate of pay. Any amount paid to a unit member for services on a jury during this period, except travel expenses, is due and payable to the District

### 16.2.4 Exchange Teaching Service Leave

#### 16.2.4.1 Application

At the Governing Board's discretion, a unit member who has rendered three years of service to the District may be granted an exchange teaching leave not to exceed one year. The unit member's written application to the Board must demonstrate that the proposed leave will benefit both the District and the applicant.

#### 16.2.4.2 Maximum Number of Leaves

No more than three unit members may be on the exchange teaching leave during any one school year.

#### 16.2.4.3 Compensation

A unit member on an exchange teaching leave shall be paid the same salary in the same manner as if the unit member were fulfilling his/her regular assignment in the District.

#### 16.2.4.4 Required Service

A unit member granted an exchange teaching leave must agree to continue in the service of the District for at least two years after return from leave. Upon return the unit member shall be assigned his/her former teaching position or to a position of a similar status.

#### 16.2.5 Military Leave

Unit members shall be granted military leave as required by law.

#### 16.2.6 Family Illness Leave

All bargaining unit members are allowed three days per year without loss of pay in the event of serious illness or accident to members of their immediate family, for each event. Leave taken pursuant to this section shall not be deducted from sick leave and shall not accumulate from year to year.

Serious illness or accident is defined as follows:

- Illness or accident where death is imminent.
- Illness or accident that is likely to result in permanent disability.
- Illness or accident requiring hospital surgery.
- Illness or accident requiring emergency room care.

Immediate family includes the child, spouse, domestic partner, father, mother, mother-in-law, or father-in-law or person living in the unit member's immediate household.

#### 16.2.7 Professional Leave

Upon request and application, a unit member elected to a state or national office in a professional public unit member organization shall be granted a leave of absence. The leave shall be without loss of pay provided that the District is fully reimbursed by the unit member organization of which the unit member is an elected officer for all compensation paid the unit member on account of such leave. If the District is not fully reimbursed by the unit member organization, this leave shall be allowed without pay. The unit member shall earn full service credit during such leave of absence.

#### 16.2.8 Voluntary Absence for Professional Reasons

Absence for visitation days for purposes of professional improvement may be granted without loss of pay by the site administrator. Travel, per diem, and other necessary expenses may be allowed for this purpose.

Absence to attend meetings or conferences of educational associations or societies, or to serve on committees or commissions of such organizations, when the activities or purposes of the organizations serve to advance the welfare of all schools through the upgrading and strengthening of the teaching profession, may be granted by the Superintendent or designee. If this leave is granted, the unit member shall not receive less than the difference between the unit member's salary and the lowest substitute daily rate or lowest substitute long-term rate for absences longer than 10 days used by the District. The pay deducted from unit members who are part-time shall be prorated, amount actually paid a substitute, or if no substitute was employed, the amount which would have been paid to the substitute had he/she been employed. This leave also may be granted without loss of pay at the discretion of the Board. Travel, per diem, and the necessary expenses may be allowed at the discretion of the Board.

#### 16.2.9 Sabbatical Leave

16.2.9.1 A unit member who has completed a minimum of seven years of continuous service in the District under a regular or standard credential is eligible for sabbatical leave.

16.2.9.1.1 No more than one sabbatical leave may be granted to any individual in each seven year period.

16.2.9.1.2 Sabbatical leaves shall not exceed one year. A bargaining unit member who is eligible for sabbatical leave may, upon request, be granted sabbatical leave of one semester.

16.2.9.1.3 Not more than two percent (2%) of the certificated staff may be granted sabbatical leave in any one year.

16.2.9.2 The reason for which sabbatical leave may be granted is for full-time study (12 or more college units per semester) that will benefit the District's schools and students.

16.2.9.3 Any unit member granted sabbatical leave shall receive compensation in the manner provided in Education Code Section 44969.

16.2.9.3.1 A year of sabbatical leave shall be counted as a

year of experience on the salary schedule and toward retirement.

16.2.9.3.2 The cost of a bond guaranteeing future employment in the District is the unit member's obligation.

16.2.9.4 The rate of pay for a unit member on sabbatical leave shall be one-half (50%) of the salary the unit member would have received had the unit member remained in the District's service.

16.2.9.4.1 Payroll deductions may be continued during the period of leave if so desired by the unit member.

16.2.9.4.2 The District shall pay one-half (50%) of the medical and dental premium that would have been paid had the unit member not taken sabbatical leave.

16.2.9.4.3 Additional compensation such as grants, scholarships, fellowships, etc., may be earned by the recipient during leave, but time spent in earning such compensation must not interfere with the successful completion of the applicant's sabbatical plan.

16.2.9.4.4 Unit members who are recipients of grants of any phase of the International Educational Exchange Program are not eligible for sabbatical leave in the Gilroy Unified School District. Teachers receiving grants under this program are exchange teachers and remuneration is arranged by the Department of State.

16.2.9.5 Unit members interested in applying for sabbatical leave are encouraged to submit their application soon, but no later than February 1. This deadline is necessary to facilitate action on the request and hiring of replacement personnel. Applicants will be notified within 60 days regarding the Board's decision. The unit member may request a written statement of reasons for approval or denial. Sabbatical leaves are granted solely at the Governing Board's discretion.

16.2.9.6 When a unit member returns to service after a sabbatical leave, the unit member shall submit a written report to the Board outlining in detail the results of study completed during the leave.

16.2.9.7 After expiration of the leave, the unit member shall, unless the unit member otherwise agrees or unless there has been a program change, be reinstated in the unit member's original position. If there has been a program change, the unit member shall be reinstated in a comparable position to that held by him/her prior to

the leave.

#### 16.2.10 Court Appearance by Subpoena

The District shall grant a paid leave for a unit member who is required to appear in a court proceeding as a witness by subpoena. If the unit member is compensated by either party or the court, the unit member shall remit that payment to the District excluding any travel allowance.

### 16.3 Unpaid Leave of Absence

#### 16.3.1 Unpaid Leave of Absence

##### 16.3.1.1 Reasons for Leave

The District may grant unpaid leaves for the following reasons:

- Personal business, including but not limited to, change of residence and family matters;
- Professional growth, study, and travel leave (an experience increment is not given for study or travel leave of this type);
- Any of the reasons provided for in the California Family Rights Act (“CFRA”) and/or the federal Family Medical Leave Act (“FMLA”);
- Caring for a biological child, stepchild, adopted child, and/or an older child;
- Child bearing or adoption preparation,

##### 16.3.1.2 Approval of Unpaid Leave

A unit member shall not be eligible for an unpaid leave until the unit member has attained permanent status and has completed at least three years of service to the District. For good cause, the Director of Human Resources may determine that a temporary or probationary unit member with three years of District service is eligible for an unpaid leave. Unit members qualifying for leaves mandated by the California Pregnancy Disability Act (“PDL”), the CFRA, or the FMLA need not have attained permanent status or completed three years of service.

Unpaid leaves shall be for a period of one year. The unit member may apply for up to a maximum of one additional year of unpaid leave. All unpaid leaves of absence require Governing Board approval. Approval of all requests for unpaid leave is solely at the Governing Board’s discretion.

##### 16.3.1.3 No Compensation

While a unit member is on an unpaid leave, the unit member shall not be paid salary or benefits, shall not advance on the salary schedule, and shall not earn retirement credit. Unit members on Family Leave described in Section 16.3.2 shall be entitled to District paid group health benefits during the period of leave on the same basis as coverage would have been provided had the unit member not taken family medical leave.

#### 16.3.1.4 Credit Toward Permanent Status

Days on unpaid leave shall not count toward earning permanent status for probationary unit members.

#### 16.3.1.5 No Loss of Earned Status

Unit members on unpaid leave shall retain all previously earned salary step placement, increments, accumulated unused sick leave, and other employment status earned while in active service with the District.

#### 16.3.1.6 Submission of Request for Unpaid Leave

Except in emergency situations, unit members must submit an unpaid leave request to their immediate supervisor as soon as practicable and no later than March 1 of the school year preceding the date requested for the start of the leave. Except in emergency situations, a request for an unpaid leave beginning at the start of a school year must be submitted no later than March 1 of the preceding school year. Unpaid leave requests must specify the dates the unit member wishes to begin and end the unpaid leave.

#### 16.3.1.7 Return To Work Notice

No later than March 1 of the year in which the leave ends, the unit member shall inform the District in writing whether the unit member intends to return to work for the subsequent school year. A unit member who fails to give the District this notice and subsequently returns to work is not guaranteed otherwise applicable return rights and will be assigned to a position for which the unit member is credentialed and qualified.

#### 16.3.1.8 Assignment Upon Return From A One Year Unpaid Leave

As long as a unit member notifies the District in writing no later than March 1 of the school year in which the leave ends, a unit member returning from a one-year leave for the subsequent school year has

the right to return to his/her original school in a comparable position (e.g., K-3, 4-5) provided there has been no program change or change in enrollment patterns. If there has been a change in program, or if changing enrollment patterns prevent return to the original school, the returning unit member may apply for any vacancy that exists in the District. This section will only be valid for each unit member once within any three-year period.

#### 16.3.1.9 Continuation of Leave

A unit member who is granted an unpaid leave of less than a full school year may request a continuation of the leave to the end of that school year.

#### 16.3.1.10 Return From A Less Than One Year Leave

If the unit member returns from a leave of shorter duration than one year, the unit member may receive an interim assignment where a vacancy exists. At the end of the school year, the unit member has a right to return to the unit member's original school in a comparable position (e.g., K-3, 4-5) except where there has been a change in program or where changing enrollment patterns prevent return to the original school. This section will only be valid for each unit member once within any three-year period.

#### 16.3.1.11 Return From A More Than One Year Leave

A unit member returning from a leave of absence of more than one year will be assigned to a position for which the unit member is credentialed and qualified.

#### 16.3.1.12 Return Before Scheduled Date

A unit member who wishes to return to work before the scheduled expiration of an unpaid leave may request in writing an immediate assignment to a unit position. The District will assign the unit member as soon as a position for which the unit member is credentialed and qualified, including an interim assignment, is available.

#### 16.3.1.13 Health, Dental, and Vision Benefits

Unit members on unpaid leave may choose to retain and pay for health and welfare benefits, subject to the insurance carrier's approval. The unit member on leave shall pay the total monthly premium and send the remittance to the District Office by the fifth working day of each month. The District will also accept quarterly



premium payments paid in advance.

#### 16.3.2 Family And Medical Leave Act

The Federal and state family medical leave acts entitle qualified employees up to 12 weeks of unpaid leave per year ~~for a child's birth or adoption~~, to care for a spouse, domestic partner, or an immediate family member with a serious health condition, or when a serious health condition renders employees unable to work.

Domestic partnership shall be defined as meeting all the criteria of California Family Code Section 297, et seq. and upon the unit member presenting the District with proof that a valid declaration of domestic partnership has been filed with the Secretary of State pursuant to Family Code Section 297, et seq. registering the domestic partnership.

16.3.2.1 Unit members are eligible for leave under the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The provisions of this Agreement and District family care and medical leave policies will be applied in conformance with the FMLA and the CFRA.

16.3.2.2 Entitlement to leave for the purposes of the unit member's own illness is satisfied by leaves taken pursuant to Sections 16.1.1, 16.1.2, 16.1.3 and 16.4.

16.3.2.3 Unit members on family medical leave as described in this Section (16.3.2) shall be entitled to District paid group health benefits during the period of leave on the same basis as coverage would have been provided had the unit member not taken family medical leave.

FMLA and/or CFRA leave will run concurrently with any paid or unpaid leave provided to a unit member under this Agreement for the same qualifying reason.

#### 16.3.3 Peace Corps

16.3.3.1 A unit member who has rendered three years of service to the District may be granted an unpaid leave of absence up to a maximum of two years upon the recommendation of the Superintendent in order to accept service in the Peace Corps.

16.3.3.2 Credit for service with the District and advancement on the salary schedule will be granted provided officially verified evidence is furnished to the District that the Peace Corps assignment was in a field of teaching comparable to the experience the teacher would have had in the District.

## 16.4 Catastrophic Leave Bank

### 16.4.1 Definitions

16.4.1.1 The Association and the District have established a Catastrophic Leave Bank (CLB), the purpose of which is to provide qualifying unit members with additional sick days that have been donated by other unit members. In order to be eligible for a withdrawal from the CLB, the illness or injury must meet the definition of “catastrophic,” and the unit member must have exhausted all accrued sick leave.

16.4.1.2 A catastrophic illness or injury, as defined in this Agreement, is an illness or injury that is expected to incapacitate the unit member, spouse, domestic partner, or dependent for 20 or more consecutive duty days, and requires the unit member to take time off from work. Taking such time off creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other paid time off. (Education Code Section 44043.5)

16.4.1.3 A withdrawal from the CLB shall be limited to 40 days per unit member in any school year.

16.4.1.4 Withdrawals shall be granted in increments of no more than 20 days. Unit members may submit a request for one extension not to exceed a total withdrawal of 40 days.

16.4.1.5 The number of days that may be withdrawn by all participants in any school year shall be limited to 240 days.

16.4.1.6 If a unit member requires additional leave beyond that which can be withdrawn from the CLB, the unit member shall be placed on differential pay, i.e., the unit member shall be paid the difference between his or her salary and the salary paid a substitute ~~(see 16.4.1.3)~~. The total number of days that the unit member can remain on differential pay is limited to five months or 100 days.

16.4.1.7 The order in which these leave days are used shall be as follows:

- All accumulated sick leave;
- catastrophic leave;
- differential pay (up to five months).

The accumulated sick leave and the five-month period shall run consecutively. (Education Code Section 44977)

#### 16.4.2 Administration

The CLB shall be administered by a committee comprised of three member appointed by the Association. The CLB Committee shall receive withdrawal request, verify the validity of requests, approve or deny the request, and communicate its decisions, in writing, to the unit member and the District.

#### 16.4.3 Eligibility and Contributions

16.4.3.1 All unit members on active duty with the District are eligible to contribute to the CLB. Contributions shall be in increments of seven and one-half (7-1/2) hours. Such time shall be deducted from the unit member's sick leave. All transfers of sick leave days are irrevocable.

16.4.3.2 Participation is voluntary, but requires contribution to the CLB. Only contributors will be permitted to withdraw from the CLB.

16.4.3.3 The contribution, on the appropriate form, shall be authorized by the unit member, who shall acknowledge that the donation of sick leave is irrevocable and binding.

16.4.3.4 Leave from the CLB may not be used for illness or disability that qualifies the unit member for workers' compensation benefits.

16.4.3.5 When the Committee may reasonably presume that the unit member may be eligible for STRS disability retirement, the Committee shall request that the unit member apply for such disability retirement. If denied benefits by STRS, the unit member may then apply for a withdrawal from the CLB. The unit member must furnish proof that STRS denied benefits.

16.4.3.6 Unit members applying for a withdrawal from the CLB will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. In addition, the unit member may be required to sign a form authorizing the release of the necessary medical information to the District and the CLB Committee. The District and the members of the CLB Committee shall keep information regarding the nature of the illness confidential.

16.4.3.7 To be considered eligible for a withdrawal, the unit member must have exhausted all accrued sick leave.

16.4.3.8 If the CLB Committee denies a request for a withdrawal because there are not enough days in the Leave Bank, the Committee shall notify the unit member, in writing, of the reason for the denial.

16.4.3.9 No grievance may be filed against the District if a unit member's request for a withdrawal is denied. No action may be taken against the Association if a unit member's request for a withdrawal is denied.

#### 16.4.4 Open Enrollment

16.4.4.1 New hires, unit members not previously enrolled, and unit members returning from leave will be permitted to contribute to the CLB within 30 work days of beginning work. The Association shall be responsible for enrolling all unit members wishing to contribute to the CLB.

16.4.4.2 The District shall be responsible for notifying the Association of any new hires. The Association shall submit copies of enrollment forms to the District, which shall keep a record of all participants. Unit members who do not join the CLB during the open enrollment period shall not be eligible to withdraw from the CLB during that school year and must wait until the following year.

#### 16.4.5 Required Contributions

16.4.5.1 When the number of banked sick leave days in the CLB falls to 40, all participants shall be required to contribute an additional sick day. This deduction shall be automatic. At least 15 work days prior to automatic deduction of sick leave, the Association will notify all participants that day of sick leave is being deducted and donated to the CLB. Once the deduction has taken place, the District shall post the deduction on the automated Human Resources system or shall send a follow-up notification to those employees who automatically donated a day. As part of the posting and/or notification, the District shall also provide each unit member with an update of his or her accrued sick days.

16.4.5.2 If a unit member does not wish to donate the additional day, he/she must notify the Association in writing 10 work days prior to the scheduled deduction date. Unit members who choose not to donate shall become ineligible for the CLB. Previous donations shall not be returned.

16.4.5.3 If the participant has no remaining sick leave at the time of the new assessment, but wishes to remain a member of the CLB, he/she need not contribute the additional day to remain a participant in the CLB

for that year; however, at the beginning of the following school year, that unit member must contribute a day of sick leave in order to remain a member of the CLB.

16.4.5.4 Any unit member who has not previously donated a day to the CLB may donate during the automatic deduction period, but is not required to do so.

#### 16.4.6 District Responsibility

16.4.6.1 On September 30, January 10, March 30, and June 30 (and as needed), the District shall provide the CLB Committee with the following information:

- The total number of days available in the CLB. \
- The names of participating members, with the number of days donated and/or used.
- The date of any withdrawals, with the total number of days withdrawn.

### **ARTICLE 23 SALARIES**

#### 23.1 Certificated Salary Schedule<sup>1</sup>

The District shall improve the ~~2017-18~~ 2020-21 certificated salary schedule ~~4.25%~~ over the ~~2016-17~~ 2019-20 salary schedule retroactive to July 1, 2020 ~~2017~~. ~~The District shall further improve the 2017-2018 certificated salary schedule by another 2% retroactive to January 1, 2018. The 2020-21 Salary Schedule shall be attached to this agreement as Appendix A-1.~~

~~The District shall improve the 2018-2019 certificated salary schedule by 2% over the final 2017-18 certificated salary schedule on January 1, 2019.~~

~~The 2017-2018 salary schedule beginning July 1, 2017, shall be entitled "2017-2018 Certificated Salary Schedule" and shall be attached to this agreement as Appendix A-1. The January 1, 2018 Salary Schedule shall be attached to this agreement as Appendix A-2. The July 1, 2018-2019 Salary Schedule shall be attached to this agreement as Appendix A-3. The January 1, 2019 Salary Schedule shall be attached to this agreement as Appendix A-4. The July 1, 2019-2020 Salary Schedule shall be attached to this agreement as Appendix A-5.~~

#### 23.2 Psychologist, Counselor, And Program Specialist Salary Schedule

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<sup>1</sup> Retroactive payments shall be processed for all current unit members on active paid status as of the approval of this agreement by the Governing Board.

The District shall improve the ~~2017-18~~ 2020-21 Psychologist, Counselor, And Program Specialist salary schedule by 4.25% over the ~~2016-17~~ 2019-20 salary schedule retroactive to July 1, ~~2020~~ 2017. ~~The District shall further improve the 2017-2018 certificated salary schedule by another 2% retroactive to January 1, 2018. The 2020-21 Salary Schedule shall be attached to this agreement as Appendix B-1.~~

~~The District shall improve the 2018-2019 certificated salary schedule by 2% over the final 2017-18 certificated salary schedule on January 1, 2019.~~

~~The 2017-2018 salary schedule beginning July 1, 2017, shall be entitled "2017-2018 Psychologist And Program Specialist Salary Schedule" and shall be attached to this agreement as Appendix B-1. The January 1, 2018 Salary Schedule shall be attached to this agreement as Appendix B-2. The July 1, 2018-2019 Salary Schedule shall be attached to this agreement as Appendix B-3. The January 1, 2019 Salary Schedule shall be attached to this agreement as Appendix B-4. The July 1, 2019-2020 Salary Schedule shall be attached to this agreement as Appendix B-5.~~

~~The 2017-2018 salary schedule beginning July 1, 2017, shall be entitled "2017-2018 Counselor Salary Schedule" and shall be attached to this agreement as Appendix B-1 (Counselor). The January 1, 2018 Salary Schedule shall be attached to this agreement as Appendix B-2 (Counselor). The July 1, 2018-2019 Salary Schedule shall be attached to this agreement as Appendix B-3 (Counselor). The January 1, 2019 Salary Schedule shall be attached to this agreement as Appendix B-4 (Counselor). The July 1, 2019-2020 Salary Schedule shall be attached to this agreement as Appendix B-5 (Counselor).~~

### 23.3 Pre-School Teacher Salary Schedule

The District shall improve the ~~2017-18~~ 2020-21 Pre-School Teacher salary schedule by 4.25% over the ~~2016-17~~ 2019-20 salary schedule retroactive to July 1, ~~2020~~ 2017. ~~The District shall further improve the 2017-2018 certificated salary schedule by another 2% retroactive to January 1, 2018. The 2020-21 Salary Schedule shall be attached to this agreement as Appendix C-1.~~

~~The District shall improve the 2018-2019 certificated salary schedule by 2% over the final 2017-18 certificated salary schedule on January 1, 2019.~~

~~The 2017-2018 salary schedule beginning July 1, 2017, shall be entitled "2017-2018 PreSchool Teacher Salary Schedule" and shall be attached to this agreement as Appendix C-1. The January 1, 2018 Salary Schedule shall be attached to this agreement as Appendix C-2. The July 1, 2018-2019 Salary Schedule shall be attached to this agreement as Appendix C-3. The January 1, 2019 Salary Schedule shall be attached to this agreement as Appendix C-4. The July 1, 2019-2020 Salary Schedule shall be attached to this agreement as Appendix C-5.~~

### 23.4 Stipends For Extra Duty/Extra Pay

The District shall improve the 2017-2018 Stipends for Extra Duty/Extra Pay Schedule by 2% over the 2016-2017 salary schedule retroactive to July 1, 2017. The District shall further improve the 2017-2018 certificated salary schedule by another 2% retroactive to January 1, 2018.

The District shall improve the 2018-2019 certificated salary schedule by 2% over the final 2017-18 certificated salary schedule on January 1, 2019.

The 2017-2018 salary schedule beginning July 1, 2017, shall be entitled “2017-2018 Stipends for Extra Duty/Extra Pay Salary Schedule” and shall be attached to this agreement as Appendix D-1. The January 1, 2018 Salary Schedule shall be attached to this agreement as Appendix D-2. The July 1, 2018-2019 Salary Schedule shall be attached to this agreement as Appendix D-3.

### 23.5 High School Academic Coordinator

The District shall improve the ~~2017-18~~ 2020-21 High School Academic Coordinator ~~Coordinatior salary S~~ schedule by 4.25% over the ~~2016-17~~ 2019-20 salary schedule retroactive to July 1, 2020-2017. ~~The District shall further improve the 2017-2018 certificated salary schedule by another 2% retroactive to January 1, 2018.~~ The 2020-21 Salary Schedule shall be attached to this agreement as Appendix E-1.

~~The District shall improve the 2018-2019 certificated salary schedule by 2% over the final 2017-18 certificated salary schedule on January 1, 2019.~~

~~The 2017-2018 salary schedule beginning July 1, 2017, shall be entitled “2017-2018 High School Academic Coordinatior Salary Schedule” and shall be attached to this agreement as Appendix E-1. The January 1, 2018 Salary Schedule shall be attached to this agreement as Appendix E-2. The July 1, 2018-2019 Salary Schedule shall be attached to this agreement as Appendix E-3. The January 1, 2019 Salary Schedule shall be attached to this agreement as Appendix E-4. The July 1, 2019-2020 Salary Schedule shall be attached to this agreement as Appendix E-5.~~

### 23.6 Speech Language Pathologist

The District shall improve the ~~2017-18~~ 2020-21 Speech Language Pathologist ~~salary S~~ schedule by 4.25% over the ~~2016-17~~ 2019-20 salary schedule retroactive to July 1, 2020-2017. ~~The District shall further improve the 2017-2018 certificated salary schedule by another 2% retroactive to January 1, 2018.~~ The 2020-21 Salary Schedule shall be attached to this agreement as Appendix F-1.

~~The District shall improve the 2018-2019 certificated salary schedule by 2% over the final 2017-18 certificated salary schedule on January 1, 2019.~~

~~The 2017-2018 salary schedule beginning July 1, 2017, shall be entitled “2017-2018 Speech Language Pathologist Salary Schedule” and shall be attached to this agreement as Appendix F-1. The January 1, 2018 Salary Schedule shall be attached to this agreement as Appendix F-2. The July 1, 2018-2019 Salary Schedule shall be attached to this agreement as Appendix F-~~

~~3. The January 1, 2019 Salary Schedule shall be attached to this agreement as Appendix F-4. The July 1, 2019-2020 Salary Schedule shall be attached to this agreement as Appendix F-5.~~

## 23.7 Extended Duty Pay

### 23.7.1 Instructional Duties

The District shall compensate unit members at the rate of \$37 per hour for providing direct instruction to students in summer school, after school, Saturday intervention classes, Adult Education, Independent Study, and/or the Home and Hospital program.

### 23.7.2 Non-Instructional

The District shall compensate unit members at the rate of \$30 per hour for non-instructional duties, including, but not limited to, staff development, curriculum development, scoring writing tests, and other work on approved instructional projects.

## ARTICLE 25 FRINGE BENEFITS

### 25.1 Medical Insurance

~~Effective July 1, 2017, the District shall contribute up to the maximum amounts listed below per month (tenthly) toward the cost of medical benefits for each full-time unit member. Unit members electing coverage with a cost greater than the listed amounts shall have the difference deducted automatically from the unit member's pay. The maximum District contribution shall be as follows:~~

Plan Type	Tenthly Contribution	Yearly Contribution
Single	\$770.00	\$7,700.00
Two-Party	\$1,448.30	\$14,483.00
Family	\$1,881.20	\$18,812.00

~~Effective January 1, 2020~~ January 1, 2021, the District shall contribute up to the maximum amounts listed below per month (tenth) toward the cost of medical benefits for each full-time



unit member. Unit members electing coverage with a cost greater than the listed amounts shall have the difference deducted automatically from the unit member's pay. The maximum District contribution shall be as follows:

Plan Type	Tenthly Contribution	Yearly Contribution
Single	\$829.70	\$8,297.00
Two Party	\$1,511.90	\$15,119.00
Family	\$1,965.50	\$19,655.00

Plan Type	Tenthly Contribution	Yearly Contribution
Single	\$ 883.90	\$ 8,839.00
Two-Party	\$ 1,620.30	\$ 16,203.00
Family	\$ 2,106.40	\$ 21,064.00

### **ARTICLE 30: COMPLAINTS AGAINST MEMBERS**

This article shall not apply to complaints against a unit member involving sexual harassment, allegations of discrimination, hostile work environment, Title IX violations, or any subject governed by the provisions in the District's Uniform Complaint Process ("UCP"). These complaints will follow corresponding Board Policies.

#### **30.1 Informal Resolution**

If parents, other employees, or community members have a complaint against a unit member, the District will direct the complainant to communicate directly with the unit member against whom the complaint is lodged. The District will encourage the complainant to try to resolve concerns with the unit member personally.

#### **30.2 Formal Complaint**

If the complaint is not resolved informally by the complaint and the unit member, the complainant may submit the complaint in writing, signed by the complainant, to the site administrator or immediate supervisor. The unit member shall be given a copy of the written complaint and shall have the right to respond orally or in writing within 10 work days after receiving the complaint. Any written response made by the unit member will be attached to any written report of the complaint, which is placed in the unit member's personnel file. If the complaint is not put into writing, the complaint cannot be used in the unit member's

evaluation. The complainant will be advised that the District cannot proceed unless the complaint is reduced to writing. The District will process any complaints that are reduced to writing within a reasonable time period following the incident giving rise to the complaint.

### 30.3 Filing Complaints

All written complaints shall be initially filed with the site administrator unless the complaint regards a site administrator or District Office administrator, in which case the complaint shall be initially filed with the Superintendent. If the written complaint concerns the Superintendent, it shall be initially filed with the Board (AR 1312.1).

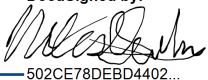
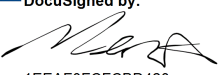
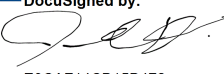
## ARTICLE 33 TERM

Except as stated in specific sections of this Agreement, this Agreement shall become effective on the date approved by the Governing Board and shall remain in effect up to and including June 30, ~~2020~~ 2021.

In the event that negotiations for ~~2020-2021~~ 2021-2022 are not concluded by June 30, ~~2020~~ 2021, then all provisions of this Agreement, including arbitration, will be rolled over into the ~~2020-2021~~ 2021-2022 school year.

~~For the 2018-2019 school year, there shall be no Articles re-opened.~~

~~For the 2019-2020 school year, there shall be no Articles re-opened.~~

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**Paul Winslow**  
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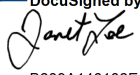
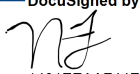
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**Eric Davis**  
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## APPENDIX J-1 OBSERVATION FORM

Unit Member's Name:	Evaluator's Name:	School / Assignment:
Date of Pre-observation conference:	Employment Status: <input type="checkbox"/> Temporary <input type="checkbox"/> Prob 0 <input type="checkbox"/> Prob 1 <input type="checkbox"/> Prob 2 <input type="checkbox"/> Permanent	
Date of Post-Observation Conference		
Date of Observation:	Evaluation Period: <input type="checkbox"/> 1 <sup>st</sup> : Within first 50 instructional days <input type="checkbox"/> 1 <sup>st</sup> /2 <sup>nd</sup> : Within first 110 instructional days <input type="checkbox"/> 3 <sup>rd</sup> : No later than April 20 <sup>th</sup>	

1: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING	Unsatisfactory / Not Meeting Standards	Satisfactory/ Meets Standard	Not Observed	Performance Rating (Optional)
1.1 Using Knowledge of students to engage them in learning	<input type="checkbox"/>	<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"/>	<input type="checkbox"/>	
1.3 Connecting subject matter to meaningful, real life contexts	<input type="checkbox"/>	<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"/>	<input type="checkbox"/>	

1.5 Promoting critical thinking through inquiry, problem solving, and reflection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.6 Monitoring student learning and adjusting instruction while teaching	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Overall Performance Rating (CSTP 1)	<input type="checkbox"/>	<input type="checkbox"/>		
Comments and Evidence:				

2: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING	Unsatisfactory / Not Meeting Standards	Satisfactory/ Meets Standard	Not Observed	Performance Rating (Optional)
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"/>	<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"/>	<input type="checkbox"/>	
2.3 Establishing and maintaining learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

environments that are physically, intellectually, and emotionally safe				
2.4 Creating a rigorous learning environment with high expectations and appropriate supports for all students	<input type="checkbox"/>	<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"/>	<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"/>	<input type="checkbox"/>	
2.7 Using instructional time to optimize learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Overall Performance Rating (CSTP 2)	<input type="checkbox"/>	<input type="checkbox"/>		
Comments and Evidence:				

3: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	Unsatisfactory / Not Meeting Standards	Satisfactory/ Meets Standard	Not Observed	Performance Rating (Optional)
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3.1 Demonstrating knowledge of subject matter academic content standards.	<input type="checkbox"/>	<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"/>	<input type="checkbox"/>	
3.3 Organizing curriculum to facilitate student understanding of subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.4 Utilizing instructional strategies that are appropriate to the subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.6.1 Addressing the needs of <u>English Learners</u> and students with special needs to provide equitable access to the content	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.6.2 Addressing the needs of English Learners and <u>students with special needs</u> to provide equitable access to the content	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Overall Performance Rating (CSTP 3)	<input type="checkbox"/>	<input type="checkbox"/>	
Comments and Evidence:			

4: PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS	Unsatisfactory / Not Meeting Standards	Satisfactory/ Meets Standard	Not Observed	Performance Rating (Optional)
4.1 Using knowledge of students’ academic readiness, language proficiency, cultural background, and individual development to plan Instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.2 Establishing and articulating goals for student learning	<input type="checkbox"/>	<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"/>	<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"/>	<input type="checkbox"/>	
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Overall Performance Rating (CSTP 4)	<input type="checkbox"/>	<input type="checkbox"/>		
Comments and Evidence:				

5: ASSESSING STUDENTS FOR LEARNING	Unsatisfactory / Not Meeting Standards	Satisfactory/ Meets Standard	Not Observed	Performance Rating (Optional)
5.1 Applying knowledge of the purposes, characteristics, and use of different types of assessments	<input type="checkbox"/>	<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"/>	<input type="checkbox"/>	
5.3 Reviewing data, both individually and with colleagues, to monitor student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.4 Using assessment data from a variety of sources to inform instruction	<input type="checkbox"/>	<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"/>	<input type="checkbox"/>	
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.7 Using assessment information to share timely and comprehensible feedback with students and their families	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Overall Performance Rating (CSTP 5)	<input type="checkbox"/>	<input type="checkbox"/>		
Comments and Evidence:				

6: DEVELOPING AS A PROFESSIONAL EDUCATOR	Unsatisfactory / Not Meeting Standards	Satisfactory/ Meets Standard	Not Observed	Performance Rating (Optional)
6.1 Reflecting on teaching practice in support of student learning	<input type="checkbox"/>	<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"/>	<input type="checkbox"/>	
6.3 Collaborating with colleagues and the broader	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

professional community to support teacher and student learning				
6.4 Working with families to support student Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.5 Engaging local communities in support of the instructional program	<input type="checkbox"/>	<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"/>	<input type="checkbox"/>	
6.7 Demonstrating professional responsibility, integrity, and ethical conduct	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Overall Performance Rating (CSTP 6)	<input type="checkbox"/>	<input type="checkbox"/>		
Comments and Evidence:				

Evaluatee's Signature	Date	Evaluator's Signature	Date

\*The evaluatee's signature does not constitute endorsement of evaluator's notations, only that this document has been reviewed. Within ten (10) working days the unit member may attach a written response to the Observation Form that shall become a permanent attachment to the evaluation when placed in the personnel file.

At the end of the conference between the evaluator and the evaluatee, the evaluator shall provide the unit member with a copy of the J-1 that has been signed by both parties

## APPENDIX J-2: FORMAL OBSERVATION SUMMARY REPORT

(No later than May 10)

Unit Member's Name:	Evaluator's Name:	School / Assignment:
Date of Pre-observation Conference:	Employment Status: <input type="checkbox"/> Temporary <input type="checkbox"/> Prob 0 <input type="checkbox"/> Prob 1 <input type="checkbox"/> Prob 2 <input type="checkbox"/> Permanent	
Date of Post-Observation Conference:		
Date of Observation:	Evaluation Period: <input type="checkbox"/> 1 <sup>st</sup> : Within first 50 instructional days <input type="checkbox"/> 1 <sup>st</sup> /2 <sup>nd</sup> : Within first 110 instructional days <input type="checkbox"/> 3 <sup>rd</sup> : No later than April 20 <sup>th</sup>	

## Section 1: Summary of Performance

CSTP Overall Performance Rating	Observation Summary					
	1		2		3	
	Unsatisfactory / Not Meeting Standards	Satisfactory / Meets Standard	Unsatisfactory / Not Meeting Standards	Satisfactory / Meets Standard	Unsatisfactory / Not Meeting Standards	Satisfactory / Meets Standard
CSTP 1: Engaging and Supporting All Students in Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CSTP 2: Creating and Maintaining Effective Environments for Student Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Commendations/Recommendations/Comments:	

## Section 2: Performance Summary and Recommendation

Summative Evaluation	<input type="checkbox"/> Unsatisfactory/Not Meeting Standards	<input type="checkbox"/> Satisfactory/Meeting Standards
Certificated Employee Growth Plan (Section 14.10)	<input type="checkbox"/> Yes (Required if “Unsatisfactory”)	<input type="checkbox"/> No

PAR Referral for  Permanent/Probationary Unit  Members (Section 14.9.3, Article 27)	<input type="checkbox"/> Yes (Required if “Unsatisfactory”)	<input type="checkbox"/> No
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Evaluatee’s Signature*	Date	Evaluator’s Signature	Date

\*The evaluatee’s signature does not constitute endorsement of evaluator’s notations, only that this document has been reviewed. Within ten (10) working days the unit member may attach a written response to the Formal Observation Summary Report Form that shall become a permanent attachment to the evaluation when placed in the personnel file.

As described in 14.9.1, The Formal Summary Observation Report and all the attachments, including Observation Forms (J-1) and the unit member’s comments, shall be placed in the unit member’s personnel file.

At the end of the conference between the evaluator and the evaluatee, the evaluator shall provide the unit member with a copy of the J-2 that has been signed by both parties.



## APPENDIX J-3: EMPLOYEE GROWTH PLAN

Unit Member's Name:		Position	School / Assignment:
Evaluator		Target Date for Completion	
Date	Date of Initiation		
Post Observation Rating (J-1)(14.8.1.5)  <input type="checkbox"/> Unsatisfactory / Not Meeting Standards in at least one CSTP Overall Performance Rating	Summative Evaluation Rating (J-2) (14.10)  <input type="checkbox"/> Unsatisfactory/Not Meeting Standards	Alternative Evaluation Program (14.11.5)  For permanent unit members on an Alternative Evaluation Plan, the primary evaluator shall provide at least one conference to provide feedback or a progress report.	

Specific Sub-standards(s) Needing Improvement: \_\_\_\_\_

Improvement Required	Assistance Provided <u>and Monitored</u> By Site Administrators (Include Program and People)	Progress Report Or Feedback Dates	Indicator(s) Of Accomplishments (Methods to Measure Improvement)	Completion Confirmed By Evaluator

The unit member, under the guidance of the evaluator, is responsible for implementing the growth plan and demonstrating the indicators of accomplishment. Merely completing improvement activities may not demonstrate successful performance or the indicators of accomplishment.

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Unit Member's Signature

\_\_\_\_\_  
Date

☐ If additional pages included

Within ten (10) working days the Evaluatee has the right to initiate a written response to the Growth Plan and to have the response become a permanent attachment to the evaluation.



APPENDIX J-4:

Developmental Continuum of Teachers' Abilities Aligned with the California Standards for  
Teaching Profession (See Attached PDF)

## APPENDIX J-5 : Timelines

DATE / DEADLINE	CONTRACT SECTIONS	ACTIONS REQUIRED	Corresponding Document
No later than <u>September 10</u>	14.6.1	Provide Written Notification to Unit Members To Be Evaluated	
No later than <u>September 10</u>	14.4.3.1	Determine Eligibility of Permanent Unit Members for Five Year Evaluation Cycle and complete an Eligibility for Five Year Evaluation Cycle Form	Appendix J-6
Within first 50 instructional days	14.11.2	Alternative Evaluation Goal Setting Conference	Appendix J-7
No later than <u>October 10</u>	14.6.2	Evaluator Meets With Unit Members Scheduled For Evaluation	
Within first 110 instructional days	14.8.1.1	<u>Observation For Permanent Unit Members</u> Observe permanent Unit Members	Appendix J-1, J-2, J- 3
Within first 50 instructional days  Within first 110 instructional days	14.8.1.2	<u>First observation</u> Observe Probationary and Temporary Unit Members  <u>Second Observation</u> Observe Probationary And Temporary Unit Members	Appendix J-1, J-2, J- 3
No later than <u>April 20</u>	14.8.1.6	<u>Additional Observations</u> Three (3) formal observations are required for an unsatisfactory Evaluation	Appendix J-1, J-2, J- 3
No later than <u>May 10</u>	14.11.7	Post Evaluation Conference with Alternative Evaluation Participants	Appendix J-7
No later than <u>May 10</u>	14.9.1, 14.6.3	Primary Evaluator completes Formal Observation Summary Report Form for Formal Summative Evaluation	Appendix J-2



## APPENDIX J-6: ELIGIBILITY FOR FIVE YEAR EVALUATION CYCLE

(Complete by September 10)

Unit Member's Name: \_\_\_\_\_

School: \_\_\_\_\_

First Paid Date Of

Service With District

\_\_\_\_\_

\_\_\_\_\_ (unit member's name) is eligible for the Five Year Evaluation Cycle and meets the following criteria:

- Is a permanent unit member;
- Has been employed at least 10 consecutive years with the District; is highly qualified as defined in 20 U.S.C. Sec. 7801; and
- Has earned a satisfactory standards rating on the teacher's most recent evaluation.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

(Unit Member)

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Site Administrator/Evaluator)

Note: At any time, either the unit member or the evaluator may determine that the unit member will return to the Two Year Evaluation Cycle described in Section 14.4.2.

The completed, signed form must be placed in the unit member's personnel file.

**APPENDIX J-7: MUTUAL AGREEMENT FOR PARTICIPATION IN THE  
ALTERNATIVE EVALUATION FORM**

Unit Member's Name: \_\_\_\_\_ School/Assignment: \_\_\_\_\_

**I. Goal-Setting (please check the Performance Standard(s) your project will focus on)**

1. \_\_\_\_\_ Monitoring Student Success
2. \_\_\_\_\_ Establishment & Maintenance of Suitable Learning Environment
3. \_\_\_\_\_ Adherence to Curricular Objectives
4. \_\_\_\_\_ Instructional Techniques & Strategies
5. \_\_\_\_\_ Performance of Non-Instructional Duties / Responsibilities
6. \_\_\_\_\_ Developing as a Professional Educator

**II. Alternative Evaluation Option (please check one)**

1. \_\_\_\_\_ Individual growth activity
2. \_\_\_\_\_ Educational team growth activity
3. \_\_\_\_\_ Educational research

**III. Brief description of your project (including how your project will enhance student learning) (attach).**

**IV. Timeline for completion of project (attach). Must be completed no later than May 10.**

Do you wish periodic meetings to review the progress of your project?

\_\_\_\_\_ Yes \_\_\_\_ No. If yes, tentatively scheduled as follows (attach):

**V. Describe your expectations for the administrative support you need for completion of your project. (Attach)**

\_\_\_\_\_  
Unit Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Site Administrator

\_\_\_\_\_  
Date

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COMPLETION OF ALTERNATIVE ~~EVALUATION~~ EVALUATION FORM

(No later than May 10)

\_\_\_\_\_ was on the alternative evaluation program for their formal evaluation cycle during the \_\_\_\_ school year, and is rated ☐ Unsatisfactory/Not Meeting Standards

☐ Satisfactory ~~Proficient~~ Meeting Standards.

\_\_\_\_\_  
Unit Member's Acknowledgement Of Receipt

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date