

AGREEMENT

BETWEEN

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

AND

MARYSVILLE UNIFIED TEACHERS ASSOCIATION

July 1, 2020 through June 30, 2023

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ARTICLE I: THE AGREEMENT

This Agreement is made and entered into between the Marysville Joint Unified School District (“District”) and the Marysville Unified Teachers Association/CTA/NEA (“Association”).

A. Term

The term shall be July 1, 2020, through June 30, 2023.

B. Reopeners

1. For 2018/2019 and 2019/2020:
 - Fully resolved all negotiations
2. For 2020/2021, either party may reopen on:
 - Salary and benefits and up to two (2) contract articles (excluding Salary and Health and Welfare Fringe Benefits).
3. For 2021/2022 and 2022/2023, either party may reopen on:
 - Salary and benefits and up to four (4) contract articles (excluding Salary and Health and Welfare Fringe Benefits).

ARTICLE II: REPRESENTATION

The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District pursuant to its resolution dated May 4, 1976. (*See* Appendices C-1 and C-2)

ARTICLE III: THE ASSOCIATION

A. Right of Access

Representatives of the Association representing certificated employees shall have the right of access at reasonable times to areas in which employees work.

“Reasonable times” are defined as:

1. before the workday begins.
2. the duty-free lunch period.
3. at the end of the workday.
4. during off-duty times.

The Association shall have the right to use a bulletin board, mailboxes and other means of communication subject to reasonable regulation, and the right to use school facilities for the purpose of meetings pursuant to Government Code sections 3544.1 or 3544.7 at such times when these meetings do not interfere with the operation of the educational programs of the schools.

B. Right to Represent

Only that employee organization may represent that unit in their employment relations with the public school employer. Employee organizations may establish reasonable restrictions regarding who may join and may make reasonable provision for dismissal of individuals from membership. (Government Code section 3543.1)

C. Release Time

A reasonable number of representatives of the Association shall have the right to receive reasonable periods of release time without loss of compensation when meeting and negotiating and for the processing of grievances. (Government Code section 3543.1)

ARTICLE IV: LEAVES AND ABSENCES

A. Illness or Injury Leave

The basic Education Code provisions regarding employees' leaves are found in Section 44978. Every certificated employee covered by this Agreement employed five (5) days a week by the District shall be entitled to eleven (11) days' leave of absence for illness or injury and such additional days thereto as the Governing Board may allow for illness or injury, exclusive of all days he/she is not required to render services to the District, with full pay for a school year of service.

Every employee covered by this Agreement employed five (5) days a week and required to report for service twelve (12) months a year by the District shall be entitled to thirteen point two (13.2) days' leave of absence for illness or injury and such additional days in addition thereto as the Governing Board may allow for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a school year of service. A certificated employee employed under contract for less than five (5) school days shall be entitled, for a school year of service, to that proportion of the leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5), and is entitled to such additional days in addition thereto as the Governing Board may allow for illness or injury to certificated employees employed for less than five (5) school days per week. Pay for any day of absence shall be the same as the pay which would have been received had the employee served during that day.

Certificated employees employed for more than ten (10) months' service but less than twelve (12) months' service shall be entitled to leave of absence for illness or injury that is a proportion of their months of service. Employees employed for ten and one-half (10½) months service shall be entitled to eleven point five-five (11.55) days of sick leave, eleven (11) months of service shall be entitled to twelve point one (12.1) days of sick leave, etc.

Those members of the unit for which the Association is the exclusive representative, who are employed in the summer or the Adult Education Program in positions requiring certification, shall be entitled to that proportion of the leave of absence for illness/injury as is relative to the number of days and/or hours worked by the employee.

Credit for leave of absence for illness or injury need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the school year. If such employee does not take the full amount of leave allowed in any school year under this policy, the amount not taken shall be accumulated from year to year.

In case of official quarantine of the employee's place of residence, the employee will be allowed full pay during the period of enforced quarantine, even though this is greater than the employee's accumulated sick leave.

The District may require a physician's verification of illness.

B. Association President and Association Release Time Leave

The parties recognize that it is to the advantage of the District, the Association, and the community for the Association President to take an active role to foster a positive work environment for employees and a positive learning environment for students. The parties also understand the importance of building a positive, collaborative, and proactive problem solving approach to issues. To foster this, the District shall provide .2 FTE (20%) release time for the President of the Marysville Unified Teachers Association during the school year to carry out the duties of the office and to conduct Association business and related District business.

1. If the Association President has an elementary assignment, he/she shall be released one (1) full day per week. The Association President shall have discretion to select the day of the week, unless the District can demonstrate undue hardship. In the event coverage for that release is not consistent, the District and the Association President shall work together to develop an agreeable plan for comparable release time.
2. If the Association President has a secondary assignment, he/she shall be released one (1) period daily. The Association President shall have discretion to select the period, unless the District can demonstrate undue hardship. Under no circumstances shall the Association President be given an additional period teaching assignment.
3. During service as the Association President, the unit member shall be recognized contractually as a full-time unit member in terms of seniority, accrued years of service, salary, advancement on the salary schedule, and benefits; as such, he/she shall receive compensation and benefits as though he/she were a regular full-time unit member.
4. The Association President shall have the right to return to his/her original full time assignment (site and position) at the end of his/her service as Association President.
5. In addition, the Association President shall receive a minimum of

ten (10) days to be used as needed; any and all unused days up to a maximum of fifteen (15) may be accumulated from year to year for said Association activities, not to exceed a total of (30) days. The President may designate another Association member, such as the treasurer, bargaining chairperson, or grievance chairperson, the use of these days to conduct Association business.

6. In the event the Association exceeds its release time days, the Association shall be billed by the District for the daily sub rate.
7. The President of the Association, or designated representative, shall give at least three (3) days' notice of his/her intent to use the provisions of the leave in B.5, when feasible.
8. Release time granted in this Article shall not include other release time provided, pursuant to Government Code section 3543.1 (b).

The District shall submit invoices to the Association monthly which shall be payable by the Association within ten (10) days.

C. Health Leave

The Board shall grant an employee, upon request, an unpaid leave for health reasons. Such leave shall be for a minimum of one (1) semester and a maximum of one (1) school year.

1. A statement by the employee's physician to the effect that the employee is entitled to such leave shall be furnished at the Board's request.
2. The employee shall notify the Board of his/her intended return date at least two (2) weeks in advance.
3. Health leave shall be granted if an employee is temporarily unable to perform his/her services because of illness or accident.

D. Extended Illness Leave—Differential Pay

If an employee has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed \$135, or fifty percent (50%) of the salary due him/her during the period of absence, whichever is the lesser amount. If the rate of pay for a substitute falls below \$135, then that dollar amount shall be used. The five (5) months or less period during which the above deductions occur shall not begin until all other paid sick leave provisions

for which he/she is eligible have been exhausted.

E. Maternity Leave/ FMLA, CFRA, PDL

MJUSD will follow all State, Federal, and California Education Code related to maternity leave, Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL). All current, up-to-date documents will be posted on the District Personnel webpage, shared with the Association President, available at the District Office (Personnel), and provided in an Appendix to the MJUSD/MUTA CBA.

Unit members shall be given the opportunity to work alongside their substitute for up to two (2) days prior to their leave beginning (if possible) and for two (2) days upon their return in order to create continuity of instruction and allow for a smooth transition for students.

Unit members shall receive benefit protection for all other benefits, terms and conditions of employment, including seniority, restoration to the same/identical position, and other terms and conditions of employment available to certificated employees under the Education Code and this Agreement.

A unit member who receives a voluntary extension of leave of absence (approved by the Board) is not guaranteed restoration of his/her same assignment; however, he/she shall be guaranteed an assignment for which he/she is qualified.

Leave under this section shall not constitute a break in service.

Each year, the Personnel Office and MUTA leadership will collaborate to ensure that FMLA, CFRA, PDL, and associated leave documents and district information are aligned and current prior to posting documentation on the District website and/providing the information to unit members.

F. Leave for Legal Procedures of Child Adoption

All legal matters relating to the adoption of a child involving court appearances shall be a judicial matter and therefore shall be considered within the scope of the Jury Leave Section of these rules and regulations.

G. Absence for Jury Duty and Court Witness

Employees may be absent from duty to serve as jurors or court witnesses, without loss of pay, provided they show proof of service.

H. Legislative Leave

An employee who is elected to any legislative public office shall be entitled to an unpaid leave of absence for the length of his/her term or terms in office, provided that the time does not exceed the number of months as specified in Education Code section 44801.

An employee on such leave shall notify the Board of his/her intended return at least six (6) weeks in advance.

The employee on such leave shall be entitled to return to employment at the end of the leave.

I. Bereavement Leave

Every teacher shall be granted a minimum of four (4) days' leave with full pay in the event of death of any member of the immediate family or upon receiving official notice that a member of the immediate family is "missing in action." This leave shall not be deducted from sick leave and need not be taken consecutively. "Members of the immediate family" include the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee; and the spouse/partner, co-parent of child/children, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any other person legally or reasonably bearing a similar relationship to the employee as defined by the employee. A four (4) day bereavement leave shall be granted for each death described above. In the event more than one (1) death occurs simultaneously, the four (4) day bereavement leaves shall be consecutive and may be taken intermittently.

An additional two (2) day paid leave shall be allowed for time required to travel any distance in excess of two hundred (200) miles or for out-of-state travel. If the employee requests, he/she shall be granted up to an additional six (6) days of leave in any one (1) year for bereavement purposes which shall be charged to his/her accumulated sick leave.

The District shall require the use of bereavement leave before personal necessity leave days are used. Notification of bereavement leave shall be made through the building/site principal to the Assistant Superintendent of Personnel.

J. Leave of Absence - Child Care

Upon request, the District shall grant a teacher an unpaid leave of absence for child care purposes. Such request shall be made four (4) weeks prior to beginning of said leave and shall remain in effect for the remainder of

the semester during which the leave was taken.

The teacher shall be entitled to return to the same teaching assignment held prior to the leave. The teacher shall be entitled to assume the cost of all economic fringe benefits covered in these rules and regulations while on leave; if the teacher does not exercise this right within two (2) weeks after the beginning of the leave, these fringe benefits shall cease.

Upon request, the District shall extend the teacher's leave of absence for a second semester. At the end of the extended leave, the teacher must submit a request in writing that he/she be assigned a teaching position in the District. The teacher taking the extended leave shall be entitled to assume the cost of all economic fringe benefits covered in this Agreement; if the teacher does not exercise this right within two (2) weeks after the beginning of the leave, these fringe benefits shall cease.

Upon request, the District may extend the teacher's leave for a maximum of one (1) year. At the end of the extension, such teacher shall not be entitled to return to the same position and shall not receive credit for a second annual salary increment. The teacher shall be entitled to assume the cost of all economic fringe benefits; if the teacher does not exercise this right within two (2) weeks after the beginning of the leave, these fringe benefits shall cease.

A teacher shall be entitled to ten (10) days' leave at difference pay for the purpose of caring for the child or the mother of the child.

The teacher shall receive credit for annual salary increments provided during the leave only if he/she has completed sixty percent (60%) of the total days of service for the school year.

K. Industrial Accident and Illness Leave

Certificated employees shall be entitled to industrial accident or illness leaves of absence under the following provisions:

1. Allowable leave shall be seventy-five (75) working days in any one (1) fiscal year for the same accident. The employee shall furnish to the District notification from the employee's physician.
2. Allowable leave shall not be accumulated from year to year.
3. Industrial accident or illness leave shall commence on the first day of illness/accident and terminate upon release by the attending physician in writing.

4. When a certificated employee is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
5. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability award.
6. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
7. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Education Code sections 44977, 44978 and 44983, and for the purposes of each of these Sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
8. During any paid leave of absence, the employee may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. (Reimbursement of expenses and settlements are not reported or endorsed to the District.) The District shall issue the employee appropriate salary warrants for payment of the employee's regular salary and may deduct normal retirement, other authorized contributions, and amounts the employee received for indemnity benefits. Credit shall be given to the employee's accumulated sick leave, vacation, or compensated time off in an amount of time proportionate to the compensated monies received when such leave has been charged.
9. When all available paid leaves of absence have been exhausted and if the employee is not medically able to return to work, the employee may use the difference pay leave as authorized in Education Code section 44977 and governed by regulations adopted by the Board of Trustees.
10. Any employee receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the Governing Board authorizes

travel outside the state. (Education Code section 44984.)

L. Sabbatical Leave Procedures

A sabbatical leave may be granted to employees in positions requiring certification by the District related to education for study, including study in another area of specialization, for travel, or for other reasons of value to the school system, subject to the following conditions:

1. In case of travel, a written report shall be required to be submitted at the end of the sabbatical period.
2. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, not later than February 15th, and action must be taken on all such requests no later than April 15th, of the school year preceding the school year for which the sabbatical is requested.
3. Not more than one (1) such leave of absence shall be granted in each seven (7) year period. (Education Code sections 44966 and 44967.)
4. Should the time ever occur when there are more requests for sabbatical leave than can be met financially by the District, the requests shall be honored in order of seniority of service.
5. Absence from the service of the District for a period of not more than one (1) year under a leave of absence, without pay, granted by the Governing Board for service under a nationally recognized fellowship or foundation approved by the State Board of Education for research, teaching, or lecturing shall not be deemed a break in the continuity of service required by this section and shall be included as a year of service in computing the seven (7) consecutive years of service required by this section.
6. At the expiration of the leave of absence of the employee, he/she shall, unless he/she otherwise agrees, be reinstated in the position held by him/her at the time of the granting of the leave of absence. (Education Code sections 44969 and 44973)
7. The Governing Board shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee of the District employed in a position requiring certification qualifications when the death or injury occurs while the employee is on any leave of absence

granted under the provisions of state law. (Education Code section 44974)

8. Upon return from sabbatical leave, an employee shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.
9. Sabbatical leave must be preceded by at least seven (7) consecutive years of service, all of which have been served as a regular full-time employee in the District. Service of at least seventy-five percent (75%) of the teaching days in each year counts as a full school year. Any year in which the applicant has served some days, but fails to serve seventy-five percent (75%) of the days shall not be considered as an interruption in the seven (7) consecutive year period. Sabbatical leaves beginning within four (4) years of the applicant's compulsory retirement date shall not be approved.
10. The number of certificated employees absent on sabbatical leave at one time shall not exceed two percent (2%) of the total number of certificated employees.
11. Sabbatical leave will be granted for no more than a total of one (1) year.
12. Compensation while on sabbatical leave shall be in accordance with the provisions of the District salary schedule in effect during the period of the leave. The Board and teacher shall mutually agree on a pay schedule at least thirty (30) days before commencing such leave.
13. Applicants may agree in writing not to receive compensation from the School District during the period of the leave. (Education Code section 44968.5)
14. The employee who is on sabbatical leave must notify the Assistant Superintendent of Personnel of his/her intention to return to duty three (3) months before resuming duties.
15. At the expiration of the leave of absence of the employee, he/she shall, unless he/she otherwise agrees, be reinstated in the school position held by him/her at the time of the granting of the leave of absence. (Education Code section 44973)
16. Employees requesting a sabbatical leave would be required to post a suitable bond paid for by the employee. If the employee gives

the District five (5) additional years of service, he/she will be released from the bond requirement.

17. All monies paid to any employee would be reimbursed to District if that employee leaves the District before five (5) additional years of employment service. (Education Code sections 44966-44975)

M. Military Leave

Any employee shall be entitled to any military leave provided by the law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. The District shall not adopt any policy or rule, written or unwritten, which requires any certificated employee to waive any part or all of any leave to which he/she may be entitled to have in accordance with this section.

After the receipt of orders, the employee shall notify his/her immediate supervisor, on the next working day, and provide a copy of these military orders. (Education Code 44960, 44963, 45059, 44800; Veterans Code 389 and 395)

N. Personal Necessity Leave

1. All days of leave of absence for illness or injury allowed pursuant to Paragraph A of this Article may be used by the employee, at his/her election, in case of personal necessity. The Governing Board shall adopt rules and regulations requiring and prescribing the manner of proof of personal necessity for purposes of this section. The employee shall not be required to secure advance permission for leave taken for any of the following reasons:

- a. Death or serious illness of a member of his/her immediate family.
- b. Accident involving his/her person or property or the person or property of a member of his/her immediate family.

2. Up to seven (7) days of absence allowed pursuant to Paragraph A of this Article may be granted for other circumstances of personal necessity that (i) requires the immediate presence of the unit member to prevent serious economic loss or disruption of the unit member's personal life, and (ii) cannot be resolved outside the work day.

- a. Discretionary Days: Seven (7) of these days may be used for whatever purpose the teacher deems appropriate except as provided in section 3 below. Under normal

circumstances, no more than two (2) days may be used consecutively. If a member wishes to use more than two (2) days consecutively, prior approval from the Superintendent or designee must be obtained at least ten (10) working days in advance. Discretionary days are allotted per school year and do not accumulate if not used; however, as is the case with unused personal necessity leave days, they are “converted” to days of leave for illness or injury and accrue as such.

3. Personal necessity leave cannot be used to engage in other employment or any illegal activities including illegal concerted labor activities.

O. Personal Necessity Leave at Difference Pay

Up to ten (10) days of leave of absence per year may be granted an employee at his/her election, in cases of personal necessity. Such leave shall be on a difference pay basis with the employee receiving the difference between his/her salary and \$135 (if the rate of pay for a substitute falls below \$135, then the lesser dollar amount shall be used). The Governing Board of the District shall adopt rules and regulations that prescribe the manner of proof of personal necessity for purposes of this section.

The employee shall not be required to secure advance permission for leave taken for any of the following reasons:

1. Death or serious illness of a member of his/her immediate family.
2. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.

No such accumulated leave in excess of the ten (10) days may be used in any school year for the purposes enumerated in this section.

P. Catastrophic Leave Bank

1. Creation and Purpose

- a. The Association and the District agree to create a Catastrophic Leave Bank (“Bank”) effective July 1, 1994.
- b. The Bank will permit unit member employees of the District (“Unit Member”) to donate eligible sick leave credits to a Unit Member through the Bank when that Unit Member or a member of his/her family suffers a

catastrophic illness or injury.

- c. “Catastrophic illness or injury” is defined as an illness or injury that is expected to incapacitate the Unit Member for an extended period of time or that incapacitates a member of the Unit Member’s family, which incapacity requires the Unit Member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the Unit Member because he/she has exhausted all his/her sick leave and other paid time off.
- d. “Unit Member’s family” is defined in Section I of this article.
- e. Days in the Bank shall accumulate from year to year.
- f. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Bank participant.
- g. The Bank shall be administered by a Joint Committee (“Committee”) of two (2) members appointed by the Association and one (1) member appointed by the District.

2. Eligibility and Contributions

- a. All Unit Members on active duty with the District are eligible to contribute to the Bank.
- b. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- c. Unit Members who elect not to join the Bank upon first becoming eligible must wait until the open enrollment period (July 1st - October 15th) or the next date of assessed contribution (*see below*, Section 2.h), and then must contribute at least one (1) day of sick leave or the actual assessment.
- d. The contribution, on the appropriate form, must be authorized by the Unit Member.
- e. Cancellation occurs automatically whenever a Unit Member fails to make his/her contribution or assessment.

Cancellation, in writing, may be effected at any time and the Unit Member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned regardless of circumstance.

- f. Contributions shall initially be made between July 1st and February 15th for the 1994/95 school year. Unit Members returning from leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Bank to all new Unit Members and those Unit Members returning from leave.
- g. Unit Members wishing to participate in the Bank shall make an initial contribution of one (1) day of sick leave plus any other days assessed, not to exceed two (2) days during the first year of participation. Part-time employees will have their contribution prorated.
- h. The Committee may require, at any time, an additional day or days of assessed contribution of participants if the number of days in the Bank falls below one hundred (100) days. Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a Bank participant has no remaining sick leave at the time of the assessment, he/she need not contribute the additional day(s) to remain a participant in the Bank. However, he/she shall be required to repay the assessment the following year.

3. Withdrawal From the Bank

- a. Bank participants whose sick leave and personal necessity leaves have been exhausted may withdraw from the Bank for catastrophic illness or injury.
- b. Differential leave, if applicable, will be used concurrently with the Bank; the District will pay the unit member full pay and the Bank will be charged one half (½) day.
- c. The first ten (10) duty days of illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay the first time the participant qualifies for a withdrawal draw from the Bank. For subsequent withdrawals within twelve (12) consecutive

months for any unrelated catastrophic illness, the first five (5) duty days of illness must be covered by the participant's own sick leave, differential leave, or leave without pay.

- d. If a participant is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the participant's family.
- e. Withdrawals from the Bank shall be granted in units of no more than thirty (30) duty days. Participants may submit requests for extensions of withdrawals as their prior grants expire. In no event shall such requested withdrawal exceed sixty (60) calendar days in any school year.
- f. Participants applying to withdraw or extend their withdrawal from the Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential.
- g. If a participant has drawn thirty (30) Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the participant's expense. The Committee shall choose only a physician who qualifies under the District-offered insurance policy. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the Bank based upon the medical report.
- h. Leave from the Bank may not be used for illness or disability which qualify the participant for Workers' Compensation benefits unless the participant has exhausted all Workers' Compensation leave, his/her own sick leave and other paid time off, including differential pay if applicable, and provided further that the member signs over any Workers' Compensation checks for temporary benefits to the District. If there are any Workers' Compensation checks signed over to the Board, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the Workers' Compensation payment is equivalent to a regular day of pay at the negotiated rate for the participant. If the District challenges the Workers' Compensation claim, the participant may draw from the Bank, but upon settlement of the claim, the Bank shall be

reimbursed the days by the District.

- i. If the Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
- j. Withdrawals shall become effective immediately upon the exhaustion of sick leave and other paid time off, including differential pay if applicable, and the waiting period provided for in Section 3.c., whichever is greater. For example, if a participant contributed when first eligible to contribute (Section 2.f) and had ten (10) days of accumulated sick leave when the illness began (Section 3.c), he/she shall begin withdrawing upon the eleventh (11th) duty day, if otherwise eligible. If the participant had fifteen (15) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the sixteenth (16th) duty day. If the participant had five (5) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the eleventh (11th) duty day.

4. Administration of the Bank

- a. The Committee shall have the responsibility of maintaining the records of the Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the request, assessing the viability of the Bank, and communicating its decisions, in writing, to the participants.
- b. The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.
- c. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
- d. The Committee shall keep all records confidential and shall

not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.

- e. By November 1st of each school year, the District shall notify the Committee of the following:
 - (1) The total number of accumulated days in the Bank on June 30th of the previous school year.
 - (2) The number of days contributed by Unit Members for the current year.
 - (3) The names of participating Unit Members.
 - (4) The total number of days available in the Bank.

- f. By the tenth (10th) day of each calendar month, the District shall upon request, notify the Committee of the following:
 - (1) The names of any additional Unit Members who have joined in accordance with the Eligibility and Contributions section (Paragraph 2);
 - (2) The total number of days in the Bank at the beginning of the previous month;
 - (3) The total number of days remaining in the Bank on the last day of the month.

5. Exempt From Grievance Article

This Catastrophic Leave Bank provision shall not be subject to the Grievance Procedure.

ARTICLE V: TRANSFERS AND REASSIGNMENTS

A. Transfers

1. Transfers Defined

A transfer is the movement of a unit member from one school site to another school site.

- a. Voluntary Transfer – Unit member-initiated request to be assigned to another school site.
- b. Involuntary Transfer - District-initiated assignment of a unit member to another school site.

2. Voluntary Transfer

- a. (1) A unit member may submit a request for transfer to the District at any time, whether or not the vacancy exists. The request shall be made on a “Request for Transfer Form” and filed with the Assistant Superintendent of Personnel. The transfer is to be acknowledged in writing (email is acceptable) within ten (10) working days of receipt of the request.
- (2) The unit member’s request for transfer shall remain active until the close of business on December 31st of the year in which it is received.
- b. The unit member’s request for transfer shall be kept confidential; the administrators at his/her worksite shall not be notified by the District of the request.
- c. All unit members on leave who are returning to work shall be assigned before the announcement of a vacant position is made for unit members who wish to transfer.
- d. All requests for transfer shall be considered according to the following criteria:
 - (1) The unit member requesting the transfer must have the credential to perform the required service, and agreement of the principal of the proposed school site.
 - (2) Provided all criteria as stated in d(1) are met,

applicants from within the District shall be given an opportunity to interview and be considered for vacancies along with out-of-District applicants.

- (3) District shall make an attempt to give applicants the ability to choose their interview order, based on seniority.
 - (4) If all finalist applicants are District unit members and all criteria stated in d(1) are equal, the final selection shall be based on District-wide seniority.
- e. Any unit member requesting a voluntary transfer from a school where reduction in number of unit members is planned, shall be given priority, based on credentials held or specialized training, in lieu of other unit members being involuntarily transferred.
 - f. Unit members shall not be subject to any pressure to request a voluntary transfer.
 - g. If a voluntary transfer is denied, and upon unit member or Association written request, the specific reasons shall be provided to the unit member for the denial of the request in writing within ten (10) working days.
 - h. Commencing with school year 2021/2022, the deadline for voluntary transfers for the upcoming school year shall be June 12th, provided the unit member has received his/her teaching assignment for said upcoming year. The District shall post all known vacancies within five (5) work days of receiving resignation/retirement notices from unit members. For vacancies posted more than ten (10) work days after the last day of student attendance in June for the upcoming school year, unit members will have five (5) work days to apply for a voluntary transfer/reassignment. A unit member may be voluntarily transferred/reassigned after these deadlines, if the District thinks it is in the best interests of the students/school.
 - i. All known vacancies for the following school year shall be filled by June 30th of the preceding year from the list of unit members requesting a voluntary transfer, provided the criteria stated herein are met.
 - j. Any unit member who is on leave, or summer break, who has requested notification of a specific job vacancy, shall

be provided written notice if other forms of notice are unsuccessful.

- k. Upon termination of any special program to which a unit member has voluntarily transferred, if there is an opening, the unit member has the option to return to his/her prior school or to remain at that special program school. If there is no opening at either site, the unit member shall be allowed to choose from a list of available openings according to credential and District-wide seniority.
- l. Unit members returning from leave shall be afforded all rights provided under this section.

3. Involuntary Transfer

- a. The transfer shall not be punitive or disciplinary in nature.
- b. The transfer shall be based on articulated educational related needs of the District, e.g., credentials held or specialized training, with consideration being given to District-wide seniority.
- c. The unit member to be involuntarily transferred shall have the right to indicate a preference from a list of vacancies.
- d. The unit member to be involuntarily transferred shall be given priority for placement before voluntary transfers are made or new unit members are hired, unless the voluntary transfer should remove the need for the involuntary transfer.
- e. For involuntary transfers resulting from reduction in services or programs at a site, the District shall grant a unit member's indicated preference based on proper credentials, specialized training, and his/her District seniority.
- f. The unit member to be involuntarily transferred shall be given the reasons in writing for the impending transfer ten (10) working days before the end of the school year. Exceptions may be made if there are changes in District enrollment, staffing patterns, or the District's budget, or articulated District needs.
- g. The involuntary transfer shall not result in a loss of pay for equal service, seniority, or fringe benefits to the unit member.

- h. If a unit member has been involuntarily transferred and any vacancy occurs at his/her original site, within twelve (12) months of starting at the new site, the unit member shall be notified in writing by email and certified mail and shall have the option to return to his/her original school site the subsequent school year. The unit member shall notify the Assistant Superintendent of Personnel of his/her decision to return to his/her original school site within ten (10) working days of receiving such notification.

B. Reassignments

1. Reassignments Defined

A reassignment is the movement of a unit member to another subject area or grade level at the same school site.

- a. Voluntary Reassignment – Unit member-initiated request to be reassigned to another grade or subject area within the same school.
- b. Involuntary Reassignment - District-initiated reassignment of a unit member to another grade or subject area within the same school site.

2. Voluntary Reassignment

- a. Requests for voluntary reassignment shall be made to the site principal on a request for transfer/reassignment form.
- b. Consideration of voluntary reassignment requests shall be based upon the educational related needs of the District, e.g., credentials held or specialized training.
- c. If a voluntary reassignment request is denied, the specific reasons shall be provided to the unit member for the denial of the request in writing within ten (10) working days.

3. Involuntary Reassignment

- a. The reassignment shall not be punitive or disciplinary in nature.
- b. The reassignment must be based on articulated educational related needs of the District, e.g., credentials held or specialized training, with consideration being given to

District-wide seniority.

- c. The unit member to be involuntarily reassigned shall be given the reasons in writing for the impending reassignment ten (10) working days before the end of the school year. Exceptions to this timeline may be made if there are unanticipated changes in enrollment or the budget, or articulated District needs.
 - d. The involuntary reassignment shall not result in a loss of pay for equal service, seniority, or fringe benefits to the unit member.
 - e. If a unit member has been involuntarily reassigned and a vacancy occurs in his/her original assignment within twelve (12) months of starting the new position, the unit member shall be notified in writing by email and certified mail and shall have the option to return to his/her original assignment the subsequent school year. The unit member shall notify the Assistant Superintendent of Personnel in writing of his/her decision to return to his/her original assignment within ten (10) working days of receiving such notification.
4. Upon termination of any special program to which a unit member has been voluntarily/involuntarily reassigned at a site, the subsequent assignment of the unit member at the site shall be based upon credential and District-wide seniority. If such placement results in overstaffing at the site, the least senior unit member at the site will be involuntarily transferred according to the provisions of Article V.A.3 (Involuntary Transfer).

C. Assistance

Any unit member involuntarily transferred or reassigned shall receive one (1) day of release time, or one day of paid time at the daily rate consistent with column one (1) step one (1) on the salary schedule, to be used for purposes of preparing for the new position. The District shall provide assistance in moving a unit member's materials.

D. Teacher on Special Assignment

1. A teacher on special assignment is a unit member who performs teaching-related duties outside the classroom in a position other than in a classroom teaching assignment. The original term of a teacher on special assignment may be up to four (4) school years, if the special assignment position is fifty percent (50%) or less, and

three (3) years, if the special assignment position is over fifty percent (50%). Percentage of assignment is based on 1.0 FTE.

2. When a unit member accepts a teacher on special assignment position, his/her former classroom teaching position, if applicable, will be posted and filled as a temporary position for a term not to exceed the term of the unit member's initial assignment.
3. Upon completion of the term of the teacher on special assignment duty, the unit member has the option to return to his/her prior classroom position, providing his/her prior classroom position was last occupied by a temporary teacher or is otherwise vacant. If the unit member's last classroom position was not occupied by a temporary teacher or is not otherwise vacant, the unit member shall be allowed to choose from a list of available openings according to credential and District-wide seniority.
4. All teachers on special assignment positions shall be posted upon expiration of term if the District intends that the position is to be continued.
5. The term of a teacher on special assignment may be extended by mutual agreement between the District and the Association. Otherwise, a teacher on special assignment may not apply for consecutive assignments until he/she has been in the classroom for two (2) years.

ARTICLE VI: EVALUATION PROCEDURES

Evaluations of certificated employees will be according to the requirements of Education Code sections 44660 - 44664 and amendments thereof, known as the Stull Act, which shall include the California Standards for the Teaching Profession, Yearly Goal Plan (Appendix D) and Certificated Evaluation Report (Appendix E-1), Evaluation Rubric (Appendix E-2), Classroom Observation Form (Appendix F-1) and Pre-Observation Conference Form (Appendix F-2).

- A. All probationary and temporary employees are to be formally evaluated in writing twice each school year, once in the first half of the school year and once in the second half of the school year.
- B. Unless exempt pursuant to paragraph C below, all permanent employees are to be formally evaluated at least every other year and may be evaluated each year. These evaluations must be completed no later than May 1st.
- C. If the evaluator and the permanent certificated employee being evaluated agree, in accordance with Education Code 44664(a)(3), the permanent employee shall be formally evaluated at least every five (5) years if he/she has been employed at least ten (10) years with the school district, and is deemed highly qualified, if such teacher occupies a position that is required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards. The permanent certificated employee or the evaluator may withdraw consent at any time.
- D. Evaluation of employees shall be based on the direct observation of the evaluator, not hearsay, of the performance of the employee and the achievement of the students under the employee's control, and other elements of the evaluation. The evaluator may work jointly with the department chairperson and/or other administrators observing and making recommendations for the evaluation. The formal written evaluation shall be made only by the Administrator.
- E. At all school levels, the site administrators shall be responsible for the evaluation of employees.
- F. Each employee shall formulate specific objectives appropriate to his/her class assignment and consistent with District goals and resources available. The employee shall also indicate how these objectives shall be measured. These objectives shall be submitted to the evaluator no later than the beginning of the sixth week after the commencement of the instructional year, provided proper forms are submitted to the employee for such purpose.

1. The employee and the evaluator will meet and attempt to reach mutual agreement on the employee's goals and objectives. Such meetings will include, upon request of the employee, discussions of constraints identified by the employee who may inhibit his/her ability to meet the goals and objectives. Examples of such constraints may include class size, abilities of the learners, availability of support personnel, the learning environment, and other pertinent factors.
 2. Failure to reach agreement on the elements of evaluation shall necessitate that the evaluator and the employee choose a mutually agreeable District-level Administrator (the Superintendent, Assistant Superintendent of Personnel, Director of Instruction, or the Director of Federal and Special Projects) and a mutually agreeable certificated employee of the District, who shall attempt to reach agreement. If the teacher and the evaluator do not reach agreement on the District-level Administrator and Association member, the evaluator shall present the teacher with a list of two (2) acceptable District-level Administrators and the teacher shall present the evaluator with a list of two acceptable District Association certificated employees. Each shall strike one (1) name from the other's list prior to the end of the sixth week and the remaining two (2) people shall attempt to reach agreement with the teacher and the evaluator prior to the end of the seventh week of classes.
 3. If an agreeable resolution of the objectives is not reached prior to the end of the seventh week of classes, the designated administrator shall have the final decision regarding the employee's objectives.
- G. During the school year, mitigating circumstances may arise which may require modification of the elements of evaluation. The necessity for review of the evaluation elements shall be determined by the employee and the evaluator. Modification of the goals and objectives of the evaluation shall be arrived at in accordance with Section F of this Article with the sixth week deadline. A period shall be allowed for revisions not to exceed fifteen (15) school days.
- H. Each evaluation shall be based upon a minimum of two (2) observations using the Stull Act of fifteen (15) to forty-five (45) minutes, but of sufficient duration to make a judgment of the employee's performance. The pre-observation conference would have as its purpose to plan the observation. Should a pre-observation conference be requested by either party, Appendix F-2 will be used. The post-observation conference would

have as its purpose the analysis of the lesson observed.

- I. Any employee who receives an unsatisfactory evaluation shall, upon request, be entitled to a subsequent observation, written evaluation, and conference all made by an administrative certificated evaluator.
- J. The evaluation shall include, if necessary, specific recommendations and available resources to improve the performance of the employee.
- K. No employee shall be held accountable for any aspect of an educational program over which he/she has no control.
- L. Employees shall receive a copy of all written/formal observations.
- M. The grievance procedure which is a part of these rules and regulations may be utilized for processing any disputes where these evaluation procedures have not been followed as specified in this Article dealing with certificated employee evaluation and observation.

ARTICLE VII: WORK YEAR

A. All Unit Members

1. The work year for all unit members shall be one hundred eighty-three (183) days.
2. In addition, four (4) Staff Development Days shall be made available.
 - Attendance is on a voluntary basis; and
 - Compensation for attendance will be paid at the Extra-Pay for Extra-Duty hourly rate.

ARTICLE VIII: HOURS OF EMPLOYMENT

A. Classroom Teachers

The work day of all classroom teachers shall begin thirty (30) minutes before the time at which his/her regular classes at the assigned school are scheduled to begin in the morning.

B. Counselors and Nurses

The work day for counselors and nurses shall begin thirty (30) minutes prior to the first regularly scheduled class at his/her base school.

C. Additional Professional Duties

Both the District and the Association recognize that teachers often perform other valuable duties beyond instruction.

1. Faculty/staff meetings at each site shall be no more than sixty (60) minutes once per month, beginning within fifteen (15) minutes of the end of the student day, if after school, and no more than sixty (60) minutes before the start of the student day if before school.
2. Professional duties required by law (Individualized Education Program, 504, and SST meetings) shall take place within the 7.67 hour day with coverage provided by the District. In the event these duties must take place outside of the professional work day, these duties shall take place a maximum of once a week for a maximum of ninety (90) minutes. If a unit member is required to perform this duty more than this, he/she will be compensated at the extra-duty hourly rate. These duties must commence within thirty (30) minutes of the end of the student day.
3. Other professional duties outside of the instructional day, not listed below, shall be compensated at the extra-duty hourly rate if the unit member voluntarily fulfills a duty announced by administration to all site unit members. Professional duties required by contract are:

faculty meetings, department meetings, parent conferences, two evening events annually for elementary and one evening event annually for secondary, the supervision of students immediately prior to and after the students' day, and yard duty. This duty shall not exceed fifteen (15) minutes in any given day and shall be equitably assigned by the school administrator according to the needs of the school.

In keeping with past practice, promotion/graduation volunteers will not be compensated.

D. Duty Free Lunch and Relief Breaks

Every certificated employee shall be entitled to one (1) duty-free lunch break of no less than thirty (30) minutes each day. Staff and principal shall work together to arrive at a mutually agreeable method of providing relief periods for teachers both morning and afternoon.

E. Faculty Meeting

Faculty meetings at each school shall not exceed sixty (60) minutes per calendar month.

F. Kindergarten Teachers

Workday for the Kindergarten teachers shall be the same as the workday for the first grade teachers in their building and shall be governed by California Education Code section 46118.

The Extended Day Kindergarten Program maximum instructional minutes are as follows:

- Kindergarten 210 minutes (as stated below)
- Administrative Regulation 4113.2 45 minutes
- Total: 255 minutes

Within the Extended Day Kindergarten Program, the following guidelines also apply:

1. A kindergarten teacher may choose to teach as part of the Extended Day Kindergarten Program and not have to comply with the requirements of Administrative Regulation 4113.2.
2. The teacher, who chooses to participate in the Extended Day Kindergarten Program, may determine which of his/her students are selected to participate.
3. Mandatory participation by an employee-candidate shall not be a condition for employment for new hires, and existing teachers shall not be pressured, coerced, or forced to teach as part of the Extended Day Kindergarten Program.
4. Teachers not participating in the Extended Day Kindergarten Program shall continue to comply with Administrative Regulation 4113.2, at the direction of the site principal.
5. At school sites where transportation becomes an issue as a result of the implementation of the Extended Day Kindergarten Program, the school and District will determine how to remedy the matter. The teachers will not be required to supervise students after each day of the program.

G. Length of the Work Day

The length of the workday for employees bound by this Agreement shall not exceed seven (7) hours and forty (40) minutes each day except for the staff meetings previously specified here in this Article and in Article X - INSERVICE AND STAFF DEVELOPMENT, and the performance of other professional responsibilities.

The above section incorporates instructional minutes per student attendance day at the kindergarten through twelfth grades (excluding alternative education sites) beginning with the 2017-18 school year. In an effort to avoid the “banking of minutes” issue on a school-by-school basis, while standardizing the instructional day at all of the District’s schools, the maximum number of instructional minutes per student attendance day at the following grade levels shall be:

Kindergarten	210 minutes	210 minimum day
1 – 3	300 minutes	230 minimum day
4 – 5	320 minutes	250 minimum day
6 – 8	360 minutes	250 minimum day
9 – 12	385 minutes	250 minimum day

H. Utilization of “Banked” Minutes

Each school’s administrator(s) will work within the parameters in accordance with the above maximum number of instructional minutes to schedule/calendar minimum days each school year for the purpose of parent-teacher conferences, “teacher collaboration time” and/or the District minimum days (4). Twenty (20) district-wide collaboration days at a length up to ninety (90) minutes shall be used in accordance with the agreement entered into on April 20, 2017.

“Teacher collaboration time/days” will be an opportunity for unit members to devote time to educator-driven collaboration. As such, unit members will initiate self-selected, self-determined collaborative efforts of at least two (2) unit members within groups, disciplines, between schools, etc. The use of this time will be determined by the professional judgment of the unit members participating in collaboration activities. Administrators may participate in these collaboration activities.

Each collaboration team/group will determine their agenda and the reporting out in writing of tasks accomplished during collaboration

time/day. Collaboration time will not be used for staff meetings, non-instructional items, administration-selected or District-determined trainings, District/Association/site meetings, or administrative assignments.

I. Prep

1. Prep is defined as protected time during the professional day for unit members to use for their individually determined professional needs.
2. Secondary teachers shall have one full class period of prep each day of student attendance, except for MCAA where teachers will receive one full class period of prep for every eight periods.
3. Sixth grade teachers and all unit members who serve sixth grade at elementary schools shall have a daily prep period of at least thirty-five (35) minutes in order to have some parity with their peers who serve 6th grade at the middle school level.
4. TK-5 teachers shall have thirty (30) minutes per day of protected prep time outside of the student instructional day (time of day may vary).

J. Departure at the End of the Regular School Day

Upon notification of school office personnel, any employee bound by this Agreement may leave at the conclusion of the regular school day upon completion of all professional responsibilities for the day. The staff and site administrator will mutually agree on methods of notification.

K. Departure at the End of a Minimum Day

At the conclusion of the minimum day, each employee may leave upon completion of all professional responsibilities for the day.

L. Minimum Day for Heat

At the discretion of the Superintendent, minimum days will be implemented when heat becomes excessive.

ARTICLE IX: INSTRUCTIONAL DAY

Instructional time for the purposes of this Agreement is defined as that period between the time scheduled classes begin each day and extends to the time scheduled classes at the school end for the day, exclusive of lunch periods and recess periods.

ARTICLE X: IN-SERVICE, STAFF DEVELOPMENT AND CURRICULUM FACILITATION

A. In-service and Staff Development

1. The District shall provide an in-service staff development program for unit members for the improvement of instruction (with a wide range of in-service options).
2. A school site in-service and staff development program shall be mutually agreed upon by the School Staff Development Committee and the Site Administrator, with input from the School Site Council and the entire staff.
3. A unit member may not be required to spend more than eight (8) hours each year in in-service and staff development programs. All hours, in excess of eight (8) hours per year, shall count toward either salary or stipend credit (as specified in Article XVI).

B. Curriculum Facilitation

1. A curriculum facilitator is defined as a unit member who has been assigned additional annual responsibilities in a specific content area at either the school and/or District level.
2. For purposes of this Article, compensation for curriculum facilitators will be in effect when any three (3) of the following factors are present:
 - a. A textbook/instructional materials adoption process is occurring specific to the content area;
 - b. At District-level direction the facilitator is required to spend six (6) or more hours of additional time;
 - c. There is a requirement that the teacher is responsible for distributing and collecting data, developing a report or implementing a plan;
 - d. The teacher is required to provide staff development at the District or school level to include but not limited to: technology support and coordination, individualized/group preparation, instruction and coordination.
3. A chief curriculum facilitator is a unit member who has been

assigned the responsibilities of annually coordinating the staff development/curriculum meetings for a specific content area, including the activities enumerated above.

C. Professional Development Collaborative

1. The purpose of the Professional Development Collaborative (PDC) is to improve student achievement through professional development opportunities for unit members to continually improve instruction. The PDC shall meet monthly, or as needed, to review, discuss, and determine the selection, development, delivery, implementation, and evaluation of all professional development programs/programming provided by the District.
2. Each party (District and Association) may appoint up to eight (8) members to the PDC; the Association shall appoint unit members, and the District shall appoint administrators/District Office personnel. The Educational Services Dept. lead will facilitate the PDC. Meeting dates will be selected to accommodate PDC member schedules at the first PDC meeting of each year. Members acknowledge committee membership is voluntary. Meetings will occur outside of student instructional time. The PDC shall review and consult on the use of professional development funds.
3. Additionally, the PDC shall utilize a collaborative structure for the creation and delivery of effective Professional Development to include the following concepts:
 - a. Professional Development shall be grounded in data and the instructional goals, pedagogy, and programs of unit members and the District.
 - b. The PDC shall develop and compile resources and information regarding best practices and successful models for the delivery of Professional Development.
 - c. The PDC shall develop a Professional Development survey(s) to be administered to unit members at least twice per year to identify the Professional Development needs of members.
 - d. Using data obtained from Professional Development surveys, evaluations, PDC meetings/discussions, the PDC shall develop a comprehensive PD plan to be re-evaluated annually.
 - e. The PDC shall develop and compile procedures and instruments for the evaluation of all Professional Development sessions/programs, including for individual sessions/programs and for the annual evaluation of such programs. This information will be used in determining future Professional Development activities and delivery models.

- f. Whenever possible, Professional Development sessions/trainings/ events shall be facilitated by unit members. Unit members shall be paid the hourly rate for “prep time” for these activities at a two-to-one ratio (i.e., two hours of preparation time, outside the regular workday, for a one-hour Professional Development activity).
- g. The information, procedures, and instruments referred to above are intended to assist unit members with delivering/obtaining/receiving effective Professional Development according to research and evidence-based practices that will be most effective for unit members and will enhance student achievement.
- h. The PDC shall determine which Professional Development “in lieu of” the four days is acceptable, based on the need and inability to offer development in that area locally. Unit members, who find Professional Development opportunities outside of the District, shall submit their requests for “in lieu of” Professional Development to the PDC lead.
- i. Professional Development activities/process shall be exempt from the Grievance Article. This PDC provision shall not be subject to grievance procedure(s).

ARTICLE XI: SAFETY CONDITIONS OF EMPLOYMENT

- A. Any abuse of school personnel of any type, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel at any time or place which is related to school activities or school attendance shall be reported by employees to their immediate supervisor. The employees shall complete reports required by the District relating to the violations described herein in writing within twenty-four (24) hours of the occurrence.
- B. Employees shall be provided coverage under the terms and conditions of the District's Workers' Compensation program and illness leave provisions for any injury, illness or death arising out of or in the course of their employment.
- C. The District shall maintain liability insurance with a reputable insurance company. Such insurance shall provide each employee with not less than one hundred thousand dollars (\$100,000.00) of personal liability per occurrence for civil actions arising out of the employee performing his/her duties related to school activities.
- D. Employees shall call to the attention, in writing, of their immediate supervisor any conditions which would create or cause to be a hazard to the safety of pupils and employees.

ARTICLE XII: DEDUCTION FOR ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS

A. Dues

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

B. Association Responsibilities

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

C. Indemnification and Hold Harmless

1. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality provisions of this Agreement or their implementation. The Association agrees that payments under this provision shall be made on a semi-annual basis.
2. The Association agrees to indemnify and hold the District harmless from any award or judgment which may result from a court action or administrative action referenced in Section E.1 above.
3. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Section E.1 or E.2 shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE XIII: CLASS SIZE

- A. Elementary Schools - Except Small Elementary Schools in B.
 - 1. Kindergarten - The school average for kindergarten class enrollment shall not exceed thirty-two (32) students. No single class enrollment shall exceed thirty-two (32) students.
 - 2. Primary Classes - The school average for primary class enrollment shall not exceed thirty-two (32) students. No single class enrollment shall exceed thirty-two (32) students.
 - 3. Grades 4th and 5th - The school average for 4th and 5th grades shall not exceed thirty-three (33) students. No single class enrollment shall exceed thirty-four (34) students.
 - 4. Combination Classes - No combination class is to exceed thirty-two (32) students.
- B. Small Schools - Small elementary schools are Browns Valley, Dobbins, Loma Rica and Yuba Feather - may not exceed any maximum class size by more than two (2) students in any single class. No class, however, may exceed the State mandated class maximum.
- C. Intermediate Schools - Grades 6th through 8th. The school average enrollment for 6th, 7th and 8th grade shall not exceed thirty-three (33) students. No single class enrollment shall exceed thirty-four (34) students. Band, choral music, and special education classes shall be exempt from these provisions.
- D. High Schools - The school average for all regular academic classrooms shall not exceed an average of thirty-three (33) students. No single regular academic class shall exceed thirty-six (36) students. Drill team, band, choral music, special education, vocation, drama, and ROP classes are exempt from these provisions.
- E. Physical Education - The school average for all physical education classes shall not exceed an average of thirty-three (33). Elementary P.E. class size at any school shall not exceed thirty-four (34) students. Elementary P.E. classes may exceed the average of 34, if there is a ratio of 34 students to one (1) adult.
- F. Special Day Classes - Caseloads and class caps for elementary and secondary Special Day Classes shall not exceed twenty-eight (28) students for caseloads and thirty (30) students per class.

- G. Speech Caseloads - The District will strive to maintain the State-recommended average of fifty-five (55) students for each speech caseload, while not exceeding the maximum of seventy (70) students per Association member. The Association permits the District to contract out for speech services if sufficient Speech Therapists are not employed by the District.

ARTICLE XIV: HEALTH AND WELFARE FRINGE BENEFITS

A. Required District Contribution

1. Full-Time Unit Members

The District will pay, on behalf of a full-time unit member, up to eight hundred seventy-six dollars and three cents (\$876.03) per month toward the cost of insurance premiums. Of this amount, a maximum of seven hundred fifty-seven dollars (\$757.00) will go towards the medical portion, while maximums of ninety-two dollars and seventy-four cents (\$92.74) and twenty-six dollars and twenty-nine cents (\$26.29) will go towards the dental and vision, respectively. The District shall continue to provide a fully-funded income protection plan for each full-time unit member.

2. Part-Time Unit Members

During the term of this Agreement, each part-time unit member who is at least sixty percent (60%) shall be provided with a District contribution equivalent to a full-time unit member for insurances.

B. Insurance Benefit Committee

The District and the Association agree to continue the present insurance benefit committee subject to the following:

1. The purpose of the committee continues to be to insure that the District and its employees get the best buy per dollar spent for employee benefits, which shall include the following:
 - a. Recommending whether the present administrator of the current program shall be replaced and if so, by whom.
 - b. Acting as an oversight committee to monitor the administration of the plan including hearing employee complaints after employee exhaustion of any other complaint procedure available to the employee pursuant to the plan.
2. Any change recommended by the committee shall be returned to the bargaining table for disposition between the District and the Association.

C. IRC § 125 Plan

The District will continue to provide an Internal Revenue Code section 125 plan for the benefit of unit members.

ARTICLE XV: SALARY

A. General Salary Schedule

Each unit member shall be paid based on his/her placement on the salary schedule (Appendix A).

B. Extra-Pay for Extra-Duty and Hourly Rates

Extra pay for extra duty will be the amount determined by taking the salary amount at Column 3, Step 12, divided by the number of contract days (one hundred eighty-three [183]) divided by seven point five (7.5) hours for all non-enumerated extra duties. This also establishes the hourly rate of pay. Extra pay for extra duty and hourly rates are automatically increased through salary schedule increases. Increased hourly rates shall take effect on July 1 of the school year following ratification of any compensation increase.

ARTICLE XVI: SALARY SCHEDULE PLACEMENT, ADVANCEMENT AND PROFESSIONAL GROWTH

A. New Teachers

1. Initial placement on the salary schedule shall be based upon credential status and experience.
 - a. Effective July 1, 2020, experience credit is granted on the basis of one (1) step for each year of properly verified certificated teaching experience with a limitation of twelve (12) years. After the twelfth (12th) year of such experience, one (1) year of credit is granted for each two (2) years of experience.
 - b. To qualify for placement on Column 2 and/or subsequent Columns, the employee shall hold a baccalaureate or higher degree and a valid teaching credential.
 - c. Employees who do not meet the criteria shall be placed in Column 1.
2. Up to five (5) years of experience for vocational or commercial experience may be granted for that vocational or commercial experience that exceeds the experience requirements necessary to obtain the credential. Such additional vocational or commercial experience, in order to be deemed acceptable, must conform to the type of work experience appropriately related to the teaching subjects, as determined and held acceptable by the credential commission. Vocational or commercial experience for salary placement will be granted only to holders of credentials with a specialization in vocational trade and technical teaching and only if the employee is teaching in those subject areas, as required by the District, and that are authorized by the credential.
3. To qualify for a year of experience for salary schedule placement purposes, a teacher must have served according to any of the following:
 - a. At least seventy-five percent (75%) of the number of days the regular schools of the district or community college were maintained in which the teacher had previously been employed.
 - b. At least fifty percent (50%) of the number of days the regular schools of the District were maintained during any time the teacher had previously been an employee of the

District prior to the teacher's termination of employment with the District.

4. Government service shall be credited when such service has been classroom teaching on a full-time basis comparable in nature to teaching in a public school district.

B. Continuing Teachers

1. To qualify for a year of experience for salary schedule movement purposes, a teacher must have served the equivalent of fifty percent (50%) of the number of hours and the number of work days the regular schools are in session.
2. Persons who are employees in part-time positions who render service for less than the equivalent of fifty percent (50%) of the number of hours and the number of work days the regular schools are in session, who first rendered paid service to the District:
 - a. prior to July 1, 1994, shall move yearly on the salary schedule. In the event the part-time teacher becomes full time, resigns, or otherwise voluntarily interrupts his/her part-time service, and who subsequently is reemployed as a less than fifty percent (50%) part-time teacher shall be governed by Section E.1.b below.
 - b. on or after July 1, 1994, shall be credited with one (1) year of experience for salary schedule movement purposes the year subsequent to the year in which the teacher accumulates the equivalent of at least fifty percent (50%) of the number of hours and the number of work days the regular schools are in session.
3. Only years of service credited by the District for salary purposes shall count toward the career increments.

C. Professional Growth

1. Certificated employees are monetarily awarded for semester units or the equivalent quarter hours taken after the Bachelor's Degree or the Vocational Teaching Credential. Units must satisfy any one (1) of the following criteria in conjunction with adopted State and District standards:
 - a. Courses which develop increased competence in the assigned area.

- b. Courses which prepare personnel for changing grade levels, subject areas, or a new career assignment in the field of public education.
 - c. Courses which develop competency in an additional curriculum area.
2. Transcripts or grade cards of college units or hours will be used for verification of and subsequent placement on the salary schedule. One (1) quarter = two-thirds (2/3) of a semester unit.
3. The prospective employee, upon selection, shall file with the Assistant Superintendent of Personnel official transcripts of all college credit within one (1) month of employment or by October 1st of the first year of employment, whichever is later.
4. For salary purposes, a maximum of seventy-five (75) semester units above the Bachelor's Degree or a Vocational Teaching Credential shall be allowed under this Agreement.
5. Units earned during the school year or during the summer shall apply for salary purposes for the subsequent year, provided that the units meet the criteria as stated in C.1.a through C.1.d of this Article. Transcripts or grade cards shall be submitted to the Assistant Superintendent of Personnel for acceptance or rejection upon completion of the coursework but no later than October 1st. Acceptance shall be automatic unless written notice of rejection is received within ten (10) days after submission.
6. By June 1st, a letter of intent form should be filed with the Assistant Superintendent of Personnel by any certificated employee who intends to advance to the next column.

D. Education Travel Units

1. Education travel shall be preplanned with and approved by the building principal and subject to the final approval of the Assistant Superintendent of Personnel Services. Letters of intent shall be filed with the building principal by May 1st. The applicant shall include with his/her letter of intent a comprehensive report of the expected educational outcome of the trip, an outline map, and an itinerary of the trip. Rules for granting units of credit for educational travel are as follows:
 - a. Travel shall be considered acceptable for fulfilling requirements for the attainment of predetermined educational or cultural objectives.

- b. The trip shall result in the development of instructional materials, language skills, cultural understandings or in the personal development of the teacher.
 - c. Four (4) weeks of travel time shall be the minimum for which units will be allowed. One (1) unit of credit for each two (2) weeks of educational travel may be allowed with a maximum of three (3) units of credit for any one (1) summer.
 - d. Of the seventy-five (75) units beyond the B.A. or the Vocational Teaching Credential, fifteen (15) units may be earned by educational travel.
 - e. The approved applicant shall, when requested to do so by the Board of Trustees or the Superintendent, make such other reports (written or oral) for the benefit of pupils, the District, and/or the community.
2. Prior approval is required if credit for units is to be granted.

E. Lower Division Units

1. Lower division units other than those required for the Vocational Teacher Credential, or the B.A. Degree, shall be preplanned with and approved by the building principal and subject to the final approval of the Assistant Superintendent of Personnel Services. Letters of Intent shall be filed with the building principal prior to enrollment in the class.
2. Of the seventy-five (75) units allowed beyond the B.A. Degree or the Vocational Teaching Credential, a maximum of twelve (12) units may be lower division units.

F. Criteria for Placement Above the Maximum - Career Increments

1. Placement above the maximum in the form of a career increment is granted the affected teacher who has reached the maximum salary; i.e., seventy-five (75) semester units and thirteen (13) experience increments, two (2) years previously in the District.
2. Future career increments shall be granted automatically at two (2) year intervals.
3. Effective July 1, 2002, career increments are capped at Step 38. Commencing with the 2002/03 school year, employees who were placed

at career increment Step 38 or above during the 2001/02 school year shall continue to receive any future across the board increases that are made to the general salary schedule.

ARTICLE XVII: PROCEDURES FOR PROCESSING GRIEVANCES

A. Definitions

1. A grievance is an alleged violation, misapplication, or misinterpretation of terms and conditions of this Agreement.
2. A “grievant” is an employee in the bargaining unit who files a grievance.
3. Association as a “grievant.” During any one school year, the Association may file up to two (2) grievances, where otherwise there would be multiple individual-employee grievants filing individual grievances concerning the same matter. This Association right shall not be cumulative from school year to school year (i.e. the Association shall be limited to filing a maximum of two (2) grievances per school year regardless of the number of Association grievances that may have previously been filed during prior school years).
4. A “day” is any day which is defined by PERB as a work day.
5. The “immediate supervisor” at the school site is the principal; at other than the school site, the administrator designated by the Superintendent.
6. The “parties” are the Association and the District.

B. Procedures

Any grievant may present a grievance relating to a contract dispute to his/her employer and have such grievance adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not decide the adjustment or resolution of the grievance until the Association has received a copy of the grievance and proposed resolution and has been given the opportunity to file a response, regardless of the level. Such response shall be filed by the Association with the District within ten (10) days of the receipt of the grievance and the proposed resolution. Resolution of a grievance shall be uniformly enforced.

The grievant has the right to have a representative present at any step of the grievance procedure. The grievant shall be present at each level of grievance procedure.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems arising out of this

Agreement which may affect the welfare or working conditions of employees in the bargaining unit as specified in this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

The filing of a grievance shall not be construed as reflecting unfavorably upon an employee's or the immediate supervisor's good standing, performance, and loyalty. Employees, employee representatives, and all other persons involved in the presentation of a grievance shall be free from restraint, interference, coercion, discrimination, or reprisal.

C. Deadlines

The District shall notify the Association that a grievance has been filed and state the article or articles of the Agreement which are the basis of the grievance. Unless otherwise specified by the employee, the Association shall be provided a copy of the grievance within three (3) days of filing. Failure by the administration to adhere to decision deadlines shall give the grievant the right to appeal automatically to the next higher level. Failure of the employee to adhere to the submission deadlines or failure to request extension of deadlines shall mean the employee is satisfied with the latest decision. The Association shall be notified that the grievant has not continued with the grievance. Nothing prevents the parties from extending the deadline by mutual agreement. Circumstances beyond the control of the employee such as illness shall provide an automatic extension equal to the number of days of absence of the employee.

D. Informal Level

Any employee who believes he/she has a grievance shall present the grievance in writing to the immediate supervisor within ten (10) days after the grievant knew or reasonably should have known of the circumstances which form the basis for the grievance. The administrator shall hold a conference with the grievant in an attempt to resolve the matter within three (3) days after the presentation of the grievance.

E. Formal Level

1. Level 1

- a. Within six (6) days after the occurrence of the informal conference with no resolution having been reached, the grievant must present the grievance in writing to the immediate supervisor.
- b. This statement of the grievance shall state the specific

provisions of this Agreement which are alleged to have been violated which is the basis of the grievance, the circumstance involved, the decision rendered, if any, at the informal conference, and the specific remedy sought.

- c. The administrator shall communicate the decision, including the rationale, to the employee and the Association in writing within six (6) days after receiving the grievance.

2. Level 2

- a. If the grievant is not satisfied with the decision at Level 1, or if no decision is reached, he/she may within six (6) days appeal in writing to the Assistant Superintendent of Personnel.
- b. This statement shall include: (i) request for appeal; (ii) a copy of the original grievance; (iii) the decision rendered, if any, and the reasons for the appeal.
- c. The Assistant Superintendent of Personnel shall communicate in writing a decision within ten (10) days after receiving this appeal.

3. Level 3

- a. If the grievant is not satisfied with the decision at Level 2, or if no decision is rendered, he/she may within six (6) days appeal in writing to the Superintendent.
- b. This statement shall include: (i) a request for appeal; (ii) a copy of the original grievance; (iii) the decision rendered, if any, and (iv) the reasons for the appeal.
- c. The Superintendent shall communicate a decision within ten (10) days after receiving the appeal.

4. Level 4

- a. If the grievance is not resolved at Level 3, the Association may, if mutually agreed to by the parties, within seven (7) days of receiving the Superintendent's written decision, contact the State Mediation and Conciliation Service and request the services of a mediator to assist in the resolution of the alleged grievance.

- b. The parties shall meet with the mediator at times that are mutually convenient.
- c. The parties may develop the “ground rules” for this process themselves, or develop the “ground rules” with the mediator, or permit the mediator to establish his/her own “ground rules.”
- d. A mutually acceptable mediated settlement shall be binding on both parties.

5. Level 5

- a. If the grievant is not satisfied with the decision at Level 4, if used, or Level 3, or if no decision is received, he/she may within five (5) days submit to the Association a request in writing to pursue arbitration. The Association only, at its sole discretion, may submit the request within ten (10) days to the Superintendent to submit the matter to arbitration.
- b. The grievant and the District shall attempt to mutually agree upon an arbitrator. If no agreement can be reached within ten (10) days, they shall request the State Mediation and Conciliation Service supply a list of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The order of striking shall be determined by lots.
- c. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- d. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievances and the answers thereto at each step. However, any and all evidence shall be made available to both parties prior to the hearing. Neither party shall be permitted to assert any grounds or evidence which was not previously disclosed to the other party.
- e. The arbitrator will have no power to add to, subtract from,

or modify the terms of these rules and regulations.

- f. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit his/her decision in writing to all parties which shall be final and binding.
- g. Both the employee and the administrator may be represented by a person(s) of his/her choice.
- h. The decision of the arbitrator concerning any alleged violation, misapplication, or misinterpretation of Article XXI - TEACHER DISCIPLINE, shall be final and binding on the parties and the decision of the arbitrator concerning any other article shall be final and binding on the parties unless either the Superintendent or the grievant files a request with the Governing Board to undertake a review of the decision within ten (10) working days of its issuance. If a timely request for review is filed with the Board, the Board shall undertake a review of the matter including the record and briefs. The Board shall permit oral arguments by representatives but only in the presence of each party. Within fifteen (15) days the Board shall render a decision on the matter which becomes final and binding on the parties. Any action to overturn the arbitrator's decision by the Board shall require a 7 - 0 (absolute) vote by the Board. The grievant and the Association may seek enforcement of the arbitrator's award in a court of competent jurisdiction. In such cases the Board shall not assert as a defense that the Association's utilization of the grievance procedure was the only proper remedy for resolution of the grievance.

ARTICLE XVIII: SPECIAL EDUCATION/SPECIALIZED PROGRAMS

Inclusion means students with Individualized Education Plans (IEPs) are assigned to, and participate in, the same general education classrooms as their age group peers. All included students are considered primary members of the regular education classroom. By contrast, integrating is defined as the practice of educating students with special needs from a self-contained Special Day Class (SDC) who participate in some specific activities or classes within the general education program.

Included and integrated students shall count against the maximum class size and student records will be available to both general education and special education teachers.

In the placement of students who have qualified for an IEP, site administration will take into consideration the existing class size and the least disruptive situation that will still afford students the best educational program available.

When scheduling students, site administration will take into account the equitable assignment of English

Learners (EL students), students on an IEP, and students on a 504 plan, provided that nothing shall interfere with the District's ability to comply with legal requirements.

ARTICLE XIX: PERSONNEL FILES

A. Personnel Files

A personnel file for each employee shall be established and maintained at the District Office. These files shall not be made public. Materials not found in the employee's personnel file or in the process of being placed there, shall not be utilized against the employee. That is, the material will not be utilized unless the incident that would have led to the placement of materials in the file is of such a nature that is not appropriate to first place it in the file and then discipline the employee. After the disciplining has been completed, documentation shall be submitted within a ten (10) day period of time. Other materials related to the evaluation of the employee held by the administrator who is the immediate supervisor shall be submitted for the employee's personnel file within ten (10) days after the evaluation has been completed.

B. Derogatory Materials

Materials which are to be placed in personnel files of employees and which are considered derogatory and may serve as a basis for affecting the status of employment are to be made available for inspection of the person involved.

Such material is not to include ratings, reports, or records which:

1. were obtained prior to the employment of the person involved; or
2. were prepared by identifiable interview committee members; or
3. were obtained in connection with a promotional examination.

Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render service to the employing District.

Information of a derogatory nature, except material mentioned in Numbers 1, 2, and 3 above in this section, shall not be entered or filed unless and until the employee is given notice and a ten (10) day period of time to review and comment thereon. Any employee shall have the right to enter and have attached to any such derogatory statement, his/her own comments thereon, which shall become a part of the permanent personnel file.

An employee may present in person to the Superintendent or Assistant Superintendent of Personnel, a written authorization for a representative to have access to such material in the employee's personnel file. This

authorization must state the length of time allowed for access to the file. The District shall keep a log of dates and requests by the authorized representative to review the employee's file.

Derogatory information pertaining to any District employee may be initiated by the administrator who is his/her immediate supervisor, and shall be placed in the personnel file only with the consent of the Assistant Superintendent of Personnel. Derogatory material pertaining to an employee not regularly assigned to a specific school or to a specific building principal, may be initiated by the immediate supervisor, then authorized, and placed in the file by the Assistant Superintendent of Personnel.

The Administrator who is the immediate supervisor who drafts materials for the employee's personnel file shall initial and date the material before it is submitted for the file.

Any written derogatory material which is to be placed in an employee's personnel file resulting from an individual's complaint shall identify the complaining individual together with his/her complaint.

C. Access to Personnel Files

Access to an employee's personnel file shall be limited to a "need-to-know" basis. Access authorization must be obtained from either the Superintendent or Assistant Superintendent of Personnel. The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have reviewed the file as well as the dates such review was made. The original of such log shall be available upon request for examination by the employee or his/her authorized Association representative. A copy of the original shall become a part of the personnel file after each examination.

ARTICLE XX: RETIREMENT INCENTIVE

A. Early Retirement Incentive Program

The District shall provide for an early retirement incentive program for those teachers who qualify and are interested in participating.

1. Eligibility

- a. Any employee who will be fifty-five (55) years of age before the start of the next school year but has not attained the age of sixty-five (65) years;
- b. The employee must have been employed in the District for at least fifteen (15) years;
- c. The employee must submit a letter of retirement to the Assistant Superintendent of Personnel by May 1st prior to the year he/she wishes to participate in the retirement incentive program.
- d. The employee's first date in paid probationary status with the District must have been prior to July 1, 2013.

2. Program

After the retirement letter has been accepted by the District, the employee will continue to receive major medical insurance coverage for the employee and any dependents included in the employee's medical coverage during the last year of employment before retirement. The term "major medical insurance coverage" contained in the previous sentence shall be interpreted to mean what is currently (2005/2006) CVT Medical Plan 4A. For those employees retiring July 1, 2006, or after, retirement benefits will be capped at one thousand ninety-five dollars (\$1,095) per month. For those employees retiring prior to July 1, 2006, such "major medical coverage" shall be fully paid. This medical insurance coverage will be continued until the employee is sixty-five (65) years of age, which is the eligible age for Medicare. For all employees who retired prior to the 1992/93 school year, if the employee's health allows, the retired employee shall be available with reasonable notice for fifteen (15) days' service related to his/her teaching role (not as a regular teacher or regular substitute) each school year until he/she reaches the age of sixty-five (65).

Commencing with the 1992/93 school year, the retiree may be called upon to provide fifteen (15) days' substitute teaching service

without further compensation. In the event a retiree does not want to provide such substitute teaching service, he/she must so inform the Assistant Superintendent of Personnel or his/her designee prior to the commencement of each succeeding school year and alternative service; e.g., consultant, shall be agreed to.

In the event the employee, after retirement, resides outside the immediate area (over fifty (50) miles distance), the District and the employee shall arrive at a method of covering the employee's actual expenses if the employee is to be used to perform services for the District.

Each retired employee participating in this program shall keep the Assistant Superintendent of Personnel informed of his/her current permanent home address. Should the retiree in the employment of any school district(s) earn more than the maximum allowed by STRS in any one (1) year, he/she shall no longer be eligible to participate in this program.

ARTICLE XXI: TEACHER DISCIPLINE

- A. Disciplinary action, as used in this Article means suspensions without pay for up to fifteen (15) days. This Article shall not limit the District's right to evaluate or to reprimand orally or in writing or to counsel employees. Nor shall anything in Article VI - EVALUATION PROCEDURES, limit the District's right to discipline employees pursuant to this Article.
- B. The District may issue oral or written reprimands and warnings. The employee may submit a response or rebuttal to the written reprimand or warning which will be retained in the records along with the reprimand.
- C. The District may suspend employees without pay for up to fifteen (15) working days, pursuant to the following provisions:
 - 1. The suspension shall be based upon just cause, including but not limited to:
 - a. Unauthorized absences;
 - b. Repeated unauthorized tardiness;
 - c. Repeated failure to perform regular or other assigned duties;
 - d. Commission of an act involving moral turpitude;
 - e. Insubordination;
 - f. Consumption of alcoholic beverages during regular duty hours;
 - g. Knowingly providing verbal or written confidential student information to non-District individuals not legally entitled to such information;
 - h. Failure to comply with or abuse any section or article of this Agreement;
 - i. Any cause set forth in Section 44932 of the California Education Code.
 - 2. The Superintendent or his/her designee shall give written notice to the employee of the District's intent to suspend the employee. Notification to an employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. Mail, certified,

postage prepaid, and addressed to the last known address of the employee. The notification shall contain the following:

- a. A statement of the specific acts and omissions upon which the disciplinary action is based;
 - b. A statement of the cause or causes, for the action taken;
 - c. If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;
 - d. A statement of the suspension proposed, including beginning and ending date(s);
 - e. A statement that the employee has a right to discuss informally the proposed suspension with the Superintendent or his/her designee prior to the suspension and a proposed date, time and place for such pre-suspension discussion;
 - f. A statement that the employee may appeal the proposed suspension by filing a grievance directly with the Superintendent or his/her designee within five (5) school days from the date of the notice of suspension;
 - g. A statement that the employee shall have five (5) working days in which to respond to the notice of suspension. If the employee does not respond, the District will schedule the suspension and provide notice thereof to the employee. The pre-suspension discussion, unless waived, shall take place within seven (7) school days from the date of the notice.
3. The pre-suspension discussion shall be informal. The employee shall be given the opportunity to present facts and arguments regarding the proposed suspension.
 4. The Superintendent or his/her designee shall inform the employee of the decision to suspend or not to suspend within three (3) working days from the date of the pre-suspension discussion or after five (5) days from the date of the notice of suspension if the employee did not respond.
 5. Any dispute arising out of the application of this Article shall, upon request of the grievant and at the discretion of the Association, be submitted to final and binding arbitration as

provided for in this Agreement. In the event a dispute is final and binding arbitration, the suspension shall be deferred pending the outcome of the arbitration. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the parties incurring them.

6. In emergency situations requiring immediate suspension, the District may suspend with pay the employee without scheduling a pre-suspension discussion. In such emergency situations, the Superintendent or his/her designee shall schedule an informal discussion with the employee and provide the employee with written notice thereof as soon as possible after the suspension has commenced.
 - a. Nothing in this Article shall limit the District's right to institute dismissal and immediate suspension and mandatory leave of absence proceedings as set forth in the California Education Code, nor shall discipline under this Article be regarded as a pre-condition to any proceedings under the California Education Code.
 - b. Suspensions pursuant to this Article shall not reduce or deprive the employee of seniority or health benefits.
 - c. The employee may request the presence of an Association representative at any meeting scheduled by an administrator where disciplinary action is contemplated.

ARTICLE XXII: PEER ASSISTANCE AND REVIEW

A. Purpose

1. The Association and the District strive to provide the highest possible quality of education. In order for students to succeed in learning, all teachers should succeed in teaching. The Association and the District believe that all teachers should focus on continuous improvement in professional practice and that teachers having difficulties can benefit from the assistance and review of colleagues. Therefore, the parties have cooperated in the design and implementation of this Peer Assistance and Review Program (hereinafter referred to as “Program” or “PAR”) to improve the quality of instruction through opportunities for professional development and peer assistance. Teachers referred to, or who volunteer for, the Program are viewed as valuable professionals.
2. The Program allows exemplary teachers to assist certain permanent and beginning teachers in the areas of subject matter knowledge, teaching strategies and teaching methods.
3. The extent of the Program’s assistance and review depends on whether the participating teacher:
 - a. is a participating teacher with an unsatisfactory evaluation in one or more of the areas of subject matter knowledge, teaching strategies or teaching methods.
 - b. is a beginning teacher.
 - c. is a voluntary participating teacher.
4. The role of the Consulting Teacher and the Joint Committee is to provide assistance, not to evaluate other teachers. The administration’s responsibility and authority to evaluate should not be diluted by nor entangled with the peer assistance process.
5. Program resources shall be utilized in the following order:
 - a. Referred Participating Teachers in one or more of the areas of subject matter knowledge, teaching strategies or teaching methods.
 - b. Beginning Teachers.
 - c. Voluntary Participating Teachers.

d. Staff Development.

6. The District wants to minimize legal liability resulting from participation in the Program, and the District also wants to avoid Association legal liability, which subsequently involves the District.

B. Definitions

1. “Standard.” The California Standards for the Teaching Profession.
2. “Element.” A subdivision of each Standard used to describe the level of implementation of the Standard in the classroom.
3. “Classroom Teacher” or “Teacher.” Any unit member who is covered by Article II of this Agreement.
4. “Participating Teacher.” A unit member who is a classroom teacher and who either volunteers for, or is required by this Article to, participate in the Program.
5. “Consulting Teacher.” An exemplary teacher meeting the requirements of subsection E who is to provide Program assistance to a Participating Teacher.
6. “Referred Participating Teacher.” A unit member with permanent status whose most recent performance evaluation contained an overall unsatisfactory evaluation rating on the Certificated Evaluation Report.
 - a. For the purpose of this Article, an unsatisfactory rating on a specific Standard results when the evaluator rates three (3) or more Elements in the Standard as unsatisfactory.
 - b. A unit member who is rated unsatisfactory on three (3) or more of Standards I through V shall participate in the PAR Program.
7. “Beginning Teacher.” A unit member who is either:
 - a. Probationary.
 - b. Employed pursuant to a full year temporary contract.
 - c. Any District teaching intern participating in a program established according to Education Code sections 44305 *et seq.* and 44325 *et seq.* Support to a Beginning Teacher

pursuant to this Program is to be closely coordinated with other District programs for training and assistance to Beginning Teachers.

8. “Voluntary Participating Teacher.” A unit member, with permanent status, who wishes to engage in a professional growth activity utilizing the assistance of a Consulting Teacher.
9. “Principal” or “Evaluating Administrator.” The certificated administrator appointed by the District to evaluate a certificated teacher.

C. The Joint Committee

1. The Joint Committee shall consist of seven (7) members. Four (4) shall be certificated classroom teachers who are chosen by the Association to serve. The District shall appoint three (3) administrators to serve on the Joint Committee. The Association and the District shall individually determine the method for selection and the qualifications to serve provided all statutory requirements are met.
2. Joint Committee members shall serve staggered terms. No term shall exceed three (3) years. In the first year of the program, the Association and the District shall determine the terms of each of their respective team members. If a Joint Committee member leaves the committee for any reason, the Association/District shall appoint a replacement for the remainder of the term.
3. The Joint Committee shall select a chairperson for the committee from among its members for a term of one (1) year. The chair shall alternate between the Association (2000-01) and the District (2001-02) yearly.
4. The Joint Committee shall establish its own meeting schedule. Written minutes shall be taken at each meeting. Six (6) members must be present to conduct a meeting.
5. The Joint Committee shall make decisions first by consensus of the members present. If consensus is not reached, the decision shall be reached by majority vote.
6. Joint Committee meetings may take place during or outside of the regular teacher work day. Release time shall be provided by the District during the regular work day. Meeting time outside of the professional workday for teachers shall be compensated at the rate specified in Appendix A, Section F.

7. The responsibilities of the Joint Committee shall include the establishment of an annual budget for the Program and the selection of the consulting teachers. In addition, the Joint Committee has the responsibility to:
- a. coordinate with the District to provide appropriate training for Joint Committee members, Consulting Teacher/support providers, and Participating Teachers.
 - b. assign Consulting Teachers.
 - c. remove, replace or reassign a consulting teacher when it is considered appropriate by the Committee.
 - d. establish criteria and procedure for application and selection of Consulting Teachers.
 - e. determine the number of Consulting Teachers required each school year.
 - f. provide written notification of participation in the Program of a teacher with an unsatisfactory evaluation to the teacher, the Consulting Teacher and the site principal.
 - g. monitor the progress of each teacher participating in the Program with particular and specific attention to those teachers participating as a result of an unsatisfactory evaluation.
 - h. submit to the Association and the Board of Trustees by May 30th a written evaluation of the Program, to include but not limited to recommendations regarding:
 - (1) Each teacher participating as a result of an unsatisfactory evaluation (Paragraph D.1);
 - (2) Voluntary participating teachers (Paragraph D.3);
 - (3) Beginning Teachers (Paragraph D.2).
- The annual evaluation may include interviews of Program participants, site administrators and others as deemed appropriate.

8. The Joint Committee shall, by May 30, submit a proposed budget to the Superintendent for approval by the Board of Trustees. In

order to implement the provisions of this Article, the budget shall include for consideration:

- a. the number of Consulting Teachers based on projected participation.
- b. the projected cost of support for Beginning Teachers.
- c. recommendations of the Joint Committee provided in its annual report.
- d. other operating costs to be determined.

All funds received for this Program shall be accounted for and utilized for the purpose set forth in the committee's proposed budget.

9. Individual Joint Committee members shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest. If necessary, determination of whether a conflict exists which justifies abstention from discussion or voting shall be subject to Section 5 above.

D. Program Participation

1. Referred Participating Teachers

- a. Participation in the Program is required.
- b. A Consulting Teacher shall be assigned. A different Consulting Teacher may be assigned to work with the teacher either upon request of the teacher or upon request of the Consulting Teacher. In either case, however, approval of the Joint Committee is required.
- c. The Consulting Teacher's assistance and review shall focus on the specific areas recommended for improvement by the teacher's evaluator in a Professional Improvement Plan (PIP).
 - (1) These recommendations shall be written, aligned with student learning, clearly stated, and consistent with Education Code Section 44662. These recommendations shall be considered the performance goals required by Education Code Sections 44664(a) and 44500(b)(2).

- (2) The Consulting Teacher assigned to the teacher and the Principal shall meet and discuss the PIP and the types of assistance that should be provided by the Consulting Teacher.
 - (3) The Consulting Teacher and the evaluating Principal are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the teacher.
 - (4) The Consulting Teacher and the teacher shall meet to discuss the plan for assistance. After that meeting, the Consulting Teacher will provide the assistance set forth in the PIP which shall also involve conducting multiple classroom observations of the Participating Teacher.
- d. Before April 1st of each year, the Consulting Teacher shall complete a written report assessing the teacher's participation in the Program consisting solely of:
- (1) a description of the assistance provided to the Referred Participating Teacher.
 - (2) a description of the results of the assistance in the targeted areas. This report shall be submitted to the Joint Committee, with a copy also submitted to the teacher and the Principal.
- e. The results of the teacher's participation in the Program shall be available for use as part of the teacher's annual evaluation.
- f. After receiving the report, the Joint Committee shall determine whether the teacher will benefit from continued participation in the Program.
- g. The District has the responsibility, and the sole authority, to determine whether the teacher has been able to demonstrate satisfactory improvement.

2. Beginning Teachers

- a. A Consulting Teacher will be assigned to one or more Beginning Teachers to provide assistance. In the first year of assistance to a Beginning Teacher, the Consulting

Teacher shall concentrate the assistance in the area of the District Teaching Standards. In the second year of assistance to a Beginning Teacher, assuming continued employment, the Consulting Teacher shall focus the assistance in the areas listed by the evaluating Principal as needing improvement and/or assistance consistent with District Teaching Standards.

- b. The Consulting Teacher and the evaluating Principal shall have a cooperative relationship, and shall coordinate the assistance provided to the Beginning Teachers.
- c. In compliance with statutes regarding Beginning Teachers' participation, neither the Consulting Teacher nor the Joint Committee shall make written reports regarding individual Beginning Teachers, nor forward to the Board the names of individual Beginning Teachers who participated in the Program.
- d. The Consulting Teacher shall provide an annual assessment of the effectiveness of the Program for Beginning Teachers to include specific areas for improvement in the Program to the Joint Committee.

3. Voluntary Participating Teachers

- a. Voluntary Participating Teachers are individuals who either wish to grow and learn with the assistance from a peer, or who seek assistance due to a change in assignment or the institution of new curriculum. The Program for Voluntary Participating Teachers will focus on practical application of either certain teaching skills or the acquisition of a new subject matter.
- b. The Voluntary Participating Teacher must first submit to the evaluating Principal a written plan for professional growth, including the name of any preferred Consulting Teacher. If the plan is approved by the Principal and involves a Consulting Teacher, the plan will be submitted to the Joint Committee for the assignment of a Consulting Teacher. The Consulting Teacher shall meet with the Principal and the Voluntary Participating Teacher for planning and coordinating the plan.
- c. The purpose of participation in the Program for the Voluntary Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Voluntary Participating Teacher. The Voluntary Participating Teacher may terminate his or her

participation in the Program at any time.

- d. Since permanent teachers with satisfactory performance are not mandated by law to participate in the Program, neither the Consulting Teacher nor the Joint Committee shall forward to the Board the names of Voluntary Participating Teachers. Any reports to the Governing Board or the Joint Committee shall be made only as required by the individual plan.
- e. All communications between the Consulting Teacher and a Voluntary Participating Teacher shall be confidential. Without the written consent of the Voluntary Participating Teacher, such communication shall not be shared with others (this includes, but is not limited to, the site principal/evaluator or the Joint Committee).
- f. Participation for an additional year shall be approved by the Joint Committee. If the principal disagrees, he/she shall state the reason to the Joint Committee in writing.

E. Consulting Teachers (CT)

1. The qualifications for the Consulting Teacher shall, as a minimum include:
 - a. a credentialed classroom teacher with permanent status.
 - b. at least five (5) years recent experience in classroom instruction within the last ten (10) years.
 - c. demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge of and commitment to District curricular goals and standards, the California Standards for Teaching Profession, and mastery of a range of teaching strategies necessary to meet the needs of the pupils in different contexts.
 - d. ability to work cooperatively and effectively with other teachers and administrators, demonstrated effective leadership skills, and experience in working on school or District committees.
 - e. ability to effectively communicate both orally and in writing.

2. Each application to serve as a Consulting Teacher must be supported by three references from individuals with specific knowledge of the applicant's qualifications, as follows:
 - a. A reference from a building principal or immediate supervisor.
 - b. A reference from an Association member.
 - c. A reference from another classroom teacher at the same school as the applicant.

All applications and references shall be treated with confidentiality. References shall be submitted directly to the Joint Committee by the author of the reference.

3. Consulting Teachers shall be selected by a majority vote of the Joint Committee based upon the application, reference letters, an oral interview and a classroom observation by the Joint Committee. A Consulting Teacher shall not be a member of the Joint Committee.
4. The term of the Consulting Teacher shall be not more than four (4) years. At the conclusion of his/her term, the teacher shall return to a teaching position for two (2) years in order to be eligible again to be a Consulting Teacher. The term of the Consulting Teacher may be extended by mutual agreement of both the District and the Association. For purposes of contract administration relating to this paragraph E., the 2005/2006 school year shall be considered the first year of the program.
 - a. In the first year of the Program, only, the Joint Committee shall:
 - (1) stagger the terms of Consulting Teachers to three (3) years or less in order to ensure Program continuity.
 - (2) assign Consulting Teachers to a specific term.
5. A Consulting Teacher shall not be appointed to an administrative position in the District if that administrative position has supervisory responsibility for a Participating Teacher with an Unsatisfactory Evaluation assisted by the Consulting Teacher within the prior two (2) full years.
6. Consulting Teachers may serve based on a full-time, part-time, or

release basis.

- a. Caseloads for Consulting Teachers shall be based upon the formula for a full time Consulting Teacher:
 - (1) 7.5:1 - Referred Participating Teachers.
 - (2) 15:1 - first year Beginning Teachers and second year teachers recommended for additional assistance.
 - (3) 30:1 - second year Beginning Teachers and Voluntary Participating Teachers.
 - b. A Consulting Teacher with a part-time classroom teaching assignment shall be assigned a caseload consistent with the percent of time he/she is released from the classroom assignment.
 - c. A Consulting Teacher with a full time classroom teaching assignment assigned as a Consulting Teacher to a Referred Participating Teacher shall be provided up to the equivalent of eight (8) days of release time for this purpose and shall be compensated for time spent outside the regular day at the rate specified in Appendix B, Section F.
 - d. Work performed outside of the workday by a Consulting Teacher shall be compensated as specified in Appendix B, Section F.
7. Upon completion of his/her service as a Consulting Teacher, the teacher shall return to his/her regular assignment at the school to which he/she was assigned at the time of his/her appointment as a Consulting Teacher, or seek a transfer as provided by the applicable provision of this Agreement.
 8. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.
 9. The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, to develop a plan to assist the teacher in complying with the Professional Improvement Plan.
 10. The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have

both pre-observation and post-observation conferences.

11. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide periodic written reports to the teacher for discussion and review.
12. A draft copy of the Consulting Teacher's report (*see* Paragraph D.1.d) shall be submitted to and discussed with the Referred Participating Teacher who shall have ten (10) days to submit written comments to the Consulting Teacher before the report is finalized and presented to the teacher for signature. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he/she has received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee. The Referred Participating Teacher shall have the right to submit a written response within twenty (20) days, and have it attached to the final report.

F. Other Provisions

1. Functions performed by bargaining unit members, as Consulting Teachers or members of the Joint Committee pursuant to this Article shall not constitute either management or supervisory functions as defined by Government Code Section 3540.1(g) and (m). Such unit members shall continue to enjoy all rights afforded to other bargaining unit members.
2. Bargaining unit members who perform functions as Consulting Teachers or Joint Committee members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.
3. All documents and information relating to a specific employee's participation in this Program are regarded as a personnel matter. Such records are, therefore, exempt from disclosure under the California Public Records Act (Government Code Section 6250, *et seq.*) as a personnel record.
 - a. The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.
 - b. The selection process for Consulting Teachers, to the extent it contains records related to identifiable individuals, will be treated as confidential and will not be disclosed except

as required by law.

- c. All documents related to the Program will be filed by the Personnel Office separately from an individual's personnel file except as set forth in Paragraph D.1.e above.
4. Any claims that this Article has not been properly implemented shall be presented in writing to the Joint Committee with copies to the District and the Association. Any such claim shall be addressed in the annual report.
5. Expenditures for this Program shall not exceed the revenue received under AB-XII and, where applicable, BTSA.
6. Nothing in this Article shall, in any way, modify or affect the rights of the District under provisions of the Education Code relating to the employment, classification, retention, non-reelection, or release of certificated employees.

ARTICLE XXIII: LOST AND DAMAGED PROPERTY

- A. The District shall reimburse employees for personal property lost or damaged, through no fault to the employee, which has been brought by the employee to the school site as part of the performance of his/her duties, when such loss or damage has occurred due to a natural disaster, such as a fire or a storm, or which has occurred due to vandalism, theft or battery.
- B. The District may reimburse the employee up to five hundred dollars (\$500.00) in any one (1) school year, per employee, for unregistered instructional supplies. Reimbursement for registered items will be at fair market value, as determined by the employee and the principal. Failure to reach agreement on the value of the item(s) shall necessitate that the principal and the employee choose a mutually agreeable District-level administrator (the Superintendent, Assistant Superintendent of Business, Director of Instruction) and a mutually agreeable member of the Union representing the employee, who is a regular employee of the District, who shall attempt to reach agreement. In the event these two individuals are unable to reach agreement on the value of the property, they shall select an expert who shall set the value, with the Association and the District sharing equally in the cost of the expert.
- C. In order to qualify for any such reimbursement, the employee must have previously submitted to the school principal or his/her designee a list of all personal property valued at fifty dollars (\$50.00) or more per item. The principal or his/her designee must agree that the personal property is appropriate for use by the employee in the performance of his/her duty. No reimbursement shall be provided for personal property not so listed.
- D. Any single item of personal property worth in excess of fifty dollars (\$50.00) shall be removed from the school site during the summer months (i.e, the period commencing three (3) calendar days after the last school year instructional day and ending the first teacher workday of the subsequent school year).
- E. The District may require proof of such lost or damaged property, which could include the employee being required to file a report, as it deems necessary and appropriate.

**ARTICLE XXIV: FIVE YEAR REQUIRED PROFESSIONAL GROWTH PLAN
(Professional Credential Holder)**

A. Introduction

The parties to this Agreement reaffirm the belief that effective professional growth must continue throughout the career of all teachers, in order that teachers remain informed of changes in pedagogy, subject matter and students' needs. Therefore, all teachers - regardless of whether they are subject to the provisions of Education Code section 44277 - are encouraged to participate in professional growth as set forth in this Article.

B. Commencement and Application

Commencing September 1, 1985, and in addition to any other requirements for salary schedule advancement, all teachers who are subject to the provisions of Education Code section 44277 must successfully complete within each five (5) year period an individual program of professional growth.

C. Professional Growth Advisors

1. The District shall designate administrators, specialists, mentor teachers, and other teachers to serve as Professional Growth Advisors, hereafter "Advisor." Three (3) promising groups of potential advisors are:
 - a. certificated persons who have retired from service as teachers or administrators;
 - b. college or university personnel who hold teaching credentials; and
 - c. staff members in Teacher Education and computer centers and other regional service organizations in education. All Advisors must hold valid, clear California Teaching or Services Credentials and a baccalaureate degree from an accredited institution of postsecondary education.
2. A list of Advisors, including work location and a brief biography on the experience of the Advisor, will be provided by the District prior to October 15th of the school year calendar. The credential holder has a right to choose his/her own professional growth advisor from the list.
3. The responsibility of the Advisor shall be to determine whether an employee, hereafter referred to as "Credential Holder," complies

with pertinent Education Code sections including Section 44277, hereafter “Law,” Title V, California Administrative Code sections 80550 - 80565, hereafter “Regulations,” and the California Professional Growth Manual.

4. A Credential Holder’s evaluating administrator shall normally not act as that candidate’s advisor unless specifically agreed to by the Credential Holder.

D. Individual Program of Professional Growth

1. An Individual Program of Professional Growth shall consist of a minimum of one hundred fifty (150) clock hours of participation in activities which contribute to the competence, performance, or effectiveness in the profession of education. A “clock hour” shall be the actual time spent in the activity including preparation time if the Credential Holder is a presenter of a course. College, university or equivalent courses shall be credited as at least fifteen (15) clock hours for each semester unit, ten (10) clock hours for each quarter unit, thirteen (13) clock hours for each trimester unit, or the actual number of class/lab hours required, whichever is greater. Professional growth timekeeping shall otherwise be in accordance with Regulation 80562.
2. Besides including all activities deemed “acceptable” by law or regulation, for purposes of this section acceptable activities also include:
 - a. activities relating to the subject or subjects the Credential Holder teaches;
 - b. activities relating to the field of specialization in which the Credential Holder serves;
 - c. activities relating to concepts, principles and methods of effective teaching, curriculum and evaluation;
 - d. activities relating to concepts and principles of physical, intellectual, social and emotional development among children and youth;
 - e. activities relating to concepts and principles of human communication, learning, motivation and individuality;
 - f. concepts relating to languages and cultural backgrounds;
 - g. activities relating to concepts and principles of effective

relationships among schools, families and communities;

h. activities relating to roles, organization, and operation of public education.

3. Upon request of the Credential Holder or Advisor, the President of the Association shall provide verification of participation or completion in any Association activity deemed acceptable by law, regulation or the above.

E. Professional Growth Plan

1. A Credential Holder shall write a Professional Growth Plan, which shall include activities in two (2) or more categories of activities set forth in Paragraph C., which shall identify his or her professional growth goals, and the professional growth activities he or she proposes to pursue.

2. A Credential Holder may amend a Professional Growth Plan by adding, deleting, or changing any of the original or previously amended goals or proposed activities.

3. A Professional Growth Advisor shall sign a Professional Growth Plan and shall initial an amendment to the Professional Growth Plan that complies with this Article.

4. A Professional Growth Advisor may require a Credential Holder to provide reasonable verification that the elements of the Professional Growth Record are accurate.

5. An Advisor shall complete and return to the Credential Holder certification of the initial plan, initialing any revisions or verification of completion within ten (10) work days of submission to the Advisor. If an Advisor finds that he/she cannot certify an initial plan, initial a modification or verify completion, the Advisor shall notify the Credential Holder of the reason(s) in writing within ten (10) work days of submission.

6. All conferences between Credential Holders and Professional Growth Advisors shall be on District paid release time.

F. Professional Growth Panel

1. The Advisors appointed for each school year shall constitute the Professional Growth Plan, hereafter "Panel." The Panel shall act as an appeal body to resolve disputes between Credential Holders and individual Advisors.

2. In the event of a dispute between a Credential Holder and his/her Advisor, the Credential Holder may appeal to the Panel. If the Panel is unable to resolve the subject matter of the appeal to the satisfaction of the Credential Holder, the Credential Holder may appeal the matter to the Executive Secretary of the Commission on Teacher Credentialing if the dispute otherwise constitutes an “adverse action” as that term is defined in Education Code section 44278.
3. In addition to being an appeal panel, the Panel shall provide in-service training on paid release time for a Credential Holder no later than October 15th of each school year. This meeting shall be mandatory for all Credential Holders who are new to the District.

ARTICLE XXV: EXCHANGE DAYS

- A. Bargaining unit members may voluntarily exchange instructional days with an “off-track” teacher.
- B. Unit members are responsible for arranging exchanges with other teachers.
- C. An exchange agreement between two (2) unit members shall normally be completed and signed by the teachers at least five (5) workdays in advance of the exchange. The District shall have no responsibility for the enforcement of exchange arrangements between unit members.
 - 1. This agreement shall include names of each unit member, the dates of the exchange, and the tentative dates of the payback.
 - 2. The site principal(s) shall also sign the agreement in advance, if they approve the exchange.
 - 3. Such approval shall not be unreasonably withheld.
 - 4. The site principal(s) may waive the requirements of sections 1, 2, and 3 above for unforeseen circumstances.
- D. Payback of the exchange shall be completed within the same fiscal year (July 1st - August 31st).

ARTICLE XXVI: EMPLOYEE REGULAR PAYCHECK DIRECT DEPOSIT

- A. The District shall provide optional direct deposit of employee paychecks.
- B. Employees are required to opt for direct deposit during the month of April of each school year or within one (1) month of initial employment.
- C. Except for a change in banking affiliations, once an employee has opted for direct deposit, he/she is bound by his/her choice in bank institutions for the school year in which the option is exercised.
- D. Direct deposit option shall be available to all bargaining unit members.

ARTICLE XXVII: SUBSTITUTE TEACHING

- A. A teacher may elect to serve as a substitute teacher on his/her non-scheduled work day(s). The rate of pay shall be the appropriate District substitute rate. A teacher who substitutes at his/her own site shall receive the substitute rate plus twenty-five dollars (\$25.00).
- B. In a non-emergency situation, a teacher who voluntarily teaches during his/her preparation period shall receive an additional one (1) hour compensation in accordance with Article XV - SALARY, Section. B. - Extra Pay for Extra Duty and Hourly Rates, of this Agreement between the parties.
- C. In an emergency situation, a teacher may be required to teach during his/her preparation period for which he/she shall receive additional compensation as set forth in paragraph B above.

ARTICLE XXVIII: YEAR-ROUND EDUCATION

A. Staffing of Existing School Site Being Converted to Year-Round Education

1. An existing site level teacher shall be given priority in initial staffing; i.e., remaining at such site.
2. Any teacher requesting transfer from such site shall be given first consideration for any vacancy for which he/she applies. If two (2) or more teachers request transfer to the same vacancy, the most senior District teacher at such site shall be given first consideration in filling such vacancy.
3. Teachers at other sites who volunteer for any vacancies at the YRE site subsequent to A.1 above shall be given first consideration in filling such vacancies.
4. If there are vacancies at the YRE site for which no volunteers have applied, the District may involuntarily transfer or reassign teachers who meet credential requirements to these vacancies in accordance with Article V, Paragraph A.3, and Article V, Paragraph B.3, respectively. The District shall be limited, however, to selecting a teacher from a pool of three (3) regular classroom teachers, based upon inverse District seniority. For purposes of this subsection only, full-time temporary teachers shall be considered a part of this pool; i.e., pool may exceed three, providing District Budget and staffing projections indicate possible retention of such temporary teachers for the following school year.
5. Once a YRE site has been initially staffed in accordance with Paragraph A above, all subsequent vacancies shall be filled in accordance with Article V TRANSFERS AND REASSIGNMENTS, or Subparagraph B.3 of this Article.

B. Track Selection at YRE Site

1. The Site Administrator will meet with the faculty to discuss the educational program needs of the school, tracks, grade levels, and subject areas.
2. Once the educational needs of the school have been identified, the following process will be utilized for determining the assignment of a site teacher to a track.
 - a. Teachers will meet by grade level or department and attempt to mutually agree to their individual track

assignments, within a time frame specified by the Site Administrator.

- b. If mutual agreement cannot be reached and more than one (1) person has requested the same position on a track, the following criteria shall be applied by the Site Administrator before making the final recommendations for placement to the Assistant Superintendent of Personnel or his/her designee:

- (1) **Grades Preschool/K-6**

- a) Credentials held
 - b) Special Training and/or Certification (e.g., BC or LDS)

- (2) **Grades 7-12 School**

- a) Credentials held
 - b) Major(s) and Minor(s)
 - c) Special Training and/or Certification (e.g., BC or LDS)
 - d) Recent in-District experience in subject to be taught

- (3) District seniority shall be considered if all the above factors are judged to be equal.

- c. Final determination as to who receives the position shall be made by the Assistant Superintendent of Personnel or his/her designee.

- 3. For mid-year track vacancies, the District may administratively fill the position for the remainder of the school year, at which time the position shall be filled in accordance with Article V - TRANSFERS AND REASSIGNMENTS, or by a new teacher hired from outside the District.

C. Preferential Placement of Employees' Children

Any teacher who is assigned a track at a year-round school site, who has a child or children attending school within the District, will have his/her child or children assigned, when possible, to a like track at the same year-round school site where the teacher is assigned, space permitting, unless such a student assignment will adversely affect the identified instructional needs of the child or children. In any event, the child or children shall be assigned to a like track to that taught by the teacher/parent at another year-round school site within the District on a space available basis.

D. Work Year for YRE Specialists

1. A “specialist” shall include such classifications as psychologists, counselors, nurses, resource specialists, and other similar classifications performing specialist type services.
2. A specialist shall work the same work year, including assignment to a track, as that worked by a regular YRE classroom teacher unless he/she and his/her principal agree otherwise.
3.
 - a. The work year of the specialist may, with the specialist’s agreement, be extended by the District and the specialist shall be paid his/her regular daily per diem rate for each additional duty day. The specialist’s regular contract of employment shall be modified to reflect the work year agreed to between the District and the specialist.
 - b. Any offer of extended duty shall first be offered to the specialist who would normally perform the same type service during his/her regular work year at his/her rate.
 - c. Any specialist who is not agreeable to having his/her work year extended, shall notify the District in writing no later than April 1st of each school year. For such District needs, the District will seek other means to provide such specialist services.
4. Any specialist hired after the 1992/93 school year may be required to work an extended work year.

E. Scheduling of Pay Upon Termination of YRE Program

1. If a site is converted from a year-round education (YRE) work calendar to a traditional work calendar, any affected teacher shall remain on the YRE pay plan for the remainder of the year in which YRE is operated.
2. Commencing July 1st of the first full year YRE is not in operation, the teacher may remain on the YRE pay plan with normal deductions for retirement and withholding taxes. Should a teacher elect to have funds withheld for the next summer, the teacher shall file a voluntary payroll deduction authorization for sixteen and two-thirds percent (16 $\frac{2}{3}$ %) from their gross pay for each of the twelve (12) monthly payroll periods. The teacher may elect to have the District hold this amount to be paid on July 31st and August 31st of the next summer or may have the deduction made to

a credit union. Such authorization shall be filed with the District by June 30th of the year YRE terminates. Once an employee has elected to use these provisions, such election shall not be revocable or altered.

In the event a teacher departs District employment at a time he/she has received advanced salary payment, he/she shall reimburse the District for all such advanced salary payments for which he/she has not rendered services.

3. During the subsequent year, the teacher shall convert to one (1) of the following options, notifying the Personnel Office by August 20th of that school year.
 - a. Twelve (12) month pay plan, August through July;
 - b. Eleven (11) month pay plan, August through June.

ARTICLE XXIX: MEDICARE

- A. The District agrees to allow bargaining unit members to elect individually whether they shall become eligible for Medicare coverage as provided for by AB 265 (1989), and Government Code section 22009.03, *et seq.* The election shall be conducted pursuant to the rules and regulations promulgated by the Public Employee Retirement System (PERS).
- B. All bargaining unit members who are members of STRS and who were hired on or before March 31, 1986, shall be eligible to participate in the individual election.
- C. The Association shall be provided a copy of the list of the bargaining unit members eligible to participate in the individual election and their anticipated total wages for the current fiscal year.
- D. The effective date of coverage shall be December 1, 1992.
- E. Bargaining unit members electing to participate in Medicare coverage shall be permitted to authorize payroll deduction of one point four-five percent (1.45%) of total wages for the period of time from the effective date of coverage until the PERS process of entering Medicare is completed. Such funds shall be placed in an Escrow Account to be used for the individual's retroactive payment to Medicare. Any remaining monies and interest earned during this time shall be returned to the individual.

ARTICLE XXX: PROCEDURES FOR MODIFYING THIS AGREEMENT

Negotiations for a successor Agreement shall commence no later than May 15th of the last school year in which this Agreement is in effect.

ARTICLE XXXI: COMPLETION OF MEETING AND NEGOTIATIONS

- A. The articles and provisions contained herein constitute the entire bilateral and binding Agreement by and between the Board of Trustees of the Marysville Joint Unified School District and the Marysville Unified Teachers Association, which concludes the meet and negotiate process and supersedes and cancels all previous agreements, verbal and or written, and shall supersede any rules, regulations, or practices of the District which shall be contrary to or inconsistent with the terms of their Agreement.

- B. During the term of this Agreement, the Association expressly waives the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this Agreement or not, even though such subject matter may not have been within the knowledge or contemplation of the parties, either the District or the Association, at the time they met and negotiated on and executed this Agreement. Any meet-and-negotiate sessions to amend, modify, or change this Agreement shall take place only as contained in Article XXXII - PROCEDURES FOR MODIFYING THIS AGREEMENT.

- C. The District shall adopt no other policies which alter or circumvent any term or condition of these rules and regulations which are stated herein in this Agreement.

ARTICLE XXXII: SHARED ASSIGNMENTS

A. Definition

A Shared Assignment is one (1) full-time teaching assignment shared by two (2) permanent unit members. Unit members who wish to participate in a Shared Assignment shall file a written leave request and a Shared Assignment proposal as delineated below. Effective the 2007/08 school year, those currently on a job-share assignment, provided they are NCLB compliant and fully credentialed, may continue in that assignment through the length of this Contract.

B. Approval

1. A Shared Assignment may be established when two (2) permanent unit members jointly apply to share a single teaching assignment.
2. The Shared Assignment proposal must be submitted in writing to the supervising manager by February 1st of the preceding year.
3. All Shared Assignment proposals (*see* Section C, below) must have the approval of the Site Administrator as a prerequisite for consideration by the Superintendent or his/her designee.
 - a. If approval is denied by the Site Administrator, the team making the proposal shall, if they request it:
 - be given a written explanation within ten (10) work days; and
 - be provided with the opportunity to rewrite and resubmit the proposal.
 - b. If denied again, the team shall be given a written explanation for the final denial.
4. Once approved by the Site Administrator, the proposal shall be submitted to the Superintendent or his/her designee for approval.
 - a. If the Superintendent, or designee, denies the proposal, the team making the proposal shall, if they request it:
 - be given a written explanation within ten (10) work days; and
 - be provided with the opportunity to rewrite and resubmit the proposal.

- b. If denied again, the team shall be given a written explanation for the final denial.

C. Shared Assignment Proposals

A Shared Assignment proposal shall include the following components:

1. the instructional design of the program, including delineation of curricular area responsibilities among the team members. A written rationale regarding benefits to the educational program for students shall be included.
2. the specific work site and grade level(s) of the Shared Assignment.
3. individual work calendars for the entire year that show the specific days and times each participant will work. (Use the prior year's calendar as a sample if the new calendar has not yet been adopted.)
4. designated times that participants will meet with each other, with fellow unit members, or with other support staff to confer about student progress, to diagnose student needs and establish working relationships.
5. a plan for conducting parent conferences and completing report cards.

D. Shared Duties and Responsibilities

Unit members who are participating in a Shared Assignment will perform the duties and responsibilities set forth below that are routinely assigned to unit members within a school:

1. Both shall be on duty during all pre-school orientation days, Open House and Back-to-School night. The only exception to this is if the team is doing a first semester/second semester split. In that case, the unit member shall attend these events if they occur during their "on" time.
2. Attend faculty and other meetings as scheduled on his/her respective "on-duty" days. Responsibility for communication of information disseminated in a meeting rests with both unit members.
3. Non-teaching duties and responsibilities shall be shared proportionally between the participating team members.

4. It is an expectation that teachers in a Shared Assignment will substitute, whenever possible, for the partner who must be absent due to illness/injury.
 - a. When this occurs, there will be no deduction of leave from the absent partner.
 - b. However, a “pay-back” day will be credited to the individual who substituted.
 - c. If pay-back days do not equal out at the end of the year, sick days shall be deducted from the partner in deficit and the partner who taught shall be paid for any extra days worked at the District’s adopted daily substitute rate of pay plus twenty-five dollars (\$25.00).

E. Cost Neutral

Shared Assignments shall be cost neutral to the District.

F. Dissolution of Shared Assignments

1. If the Shared Assignment participants wish to voluntarily return to full employment, the following shall apply: the regular voluntary assignment and/or transfer process shall apply and they shall remain on shared assignment until a vacancy for which they are qualified becomes available.
2. If the District dissolves the Shared Assignment, the unit members are guaranteed a position (grade level, not site) as close as reasonably possible to the position they occupied immediately before entering the Shared Assignment.

G. Miscellaneous Provisions

1. A Shared Assignment does not constitute a break in service.
2. Should one (1) member of a Shared Assignment leave the position for any reason, the remaining unit member shall return to full-time status, whenever possible, unless: (a) he/she can find another permanent unit member willing to share the position; or (b) it causes an unreasonable hardship.

SIGNATURE PAGE



ANGELA STEGALL,
PRESIDENT
MARYSVILLE UNIFIED TEACHERS
ASSOCIATION

Date Signed:

3-3-2023



GABE SIMON, ED.D.
ASSISTANT SUPERINTENDENT OF
PERSONNEL SERVICES
MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT

Date Signed:

3-3-23

APPENDIX A

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT TEACHER SALARY SCHEDULE FOR 2021-2022

Board Approval Date: May 24, 2022

APPENDIX "E1"

Contract Days: 183

STEP	Column 1 No BA or Credential	Column 2 B.A. < 30 Units	Column 3 B.A. 30+ Units	Column 4 B.A. 45 + Units	Column 5 B.A. 60 + Units	Column 6 B.A. 75 + Units
1	56,145	57,442	57,442	57,442	57,442	57,442
2	56,145	60,193	60,193	60,193	60,193	62,367
3	56,145	60,193	60,193	60,193	62,367	64,823
4	56,145	60,193	60,193	62,367	64,823	67,264
5	56,145	60,193	62,367	64,823	67,264	69,713
6	56,145	62,367	64,823	67,264	69,713	72,138
7	56,145	62,367	67,264	69,713	72,138	74,607
8	56,145	62,367	69,713	72,138	74,607	77,025
9	56,145	62,367	72,138	74,607	77,025	79,462
10	56,145	62,367	74,607	77,025	79,462	81,903
11	56,145	62,367	77,025	79,462	81,903	84,341
12	56,145	62,367	79,462	81,903	84,341	86,779
13	56,145	62,367	81,903	84,341	86,779	89,222

Steps 14- 38 represent Career Increments as defined in Article XVI of the MUTA Agreement.

M.A. 3,357
PH.D. & ED.D. 6,711

Advanced Degrees - Computation shall be based on the highest degree earned.

Steps continued from Column 6

14	89,222	27	103,609
15	91,227	28	103,609
16	91,227	29	105,665
17	93,332	30	105,665
18	93,332	31	107,721
19	95,387	32	107,721
20	95,387	33	109,776
21	97,442	34	109,776
22	97,442	35	111,831
23	99,500	36	111,831
24	99,500	37	113,885
25	101,555	38	113,885
26	101,555		

APPENDIX B

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
2021-2022**

Additional Responsibility - Certificated Salary

APPENDIX "F1"

A. Definition of Extra-Time Ratio for Positions Other Than Teaching

1.00 = 10	month contract =	183 working days
1.05 = 10.5	month contract =	190 working days
1.10 = 11	month contract =	203 working days
1.15 = 11.5	month contract =	212-213 working days
1.20 = 12	month contract =	224 working days

B. Stipends

	1st Year	3rd Year	5th Year
High Schools			
1. Department Chairperson	2,578	2,946	3,348
2. Director - Athletics	3,966	4,532	5,150
3. Director - Choral Music	2,047	2,339	2,658
4. Director - Band	2,047	2,339	2,658
5. Director - Academic Decathlon	2,855	3,263	3,708
6. Director - Drama	1,676	1,915	2,176
7. Director - Debate	1,676	1,915	2,176
8. Director - High School Yearbook	2,855	3,263	3,708
9. Director - High School Newspaper	1,676	1,915	2,176
10. Director - Activities	3,966	4,532	5,150

C. Other Services

Teacher-in-Charge			
With a full-time principal	912	1,042	1,185
With a 1/2 time principal	1,051	1,201	1,365

D. Coaching Stipends

	1st Year	3rd Year	5th Year
High School			
1. <u>Football</u>			
Head Varsity Coach	3,569	4,079	4,635
Asst. Varsity Coach	2,578	2,946	3,348
Asst. Varsity Coach	2,578	2,946	3,348
Asst. Varsity Coach	2,578	2,946	3,348
Head JV Coach	2,737	3,127	3,554
Asst. JV Coach	2,451	2,802	3,184
Asst. JV Coach	2,451	2,802	3,184
Head Frosh Coach	2,610	2,983	3,390
Asst. Frosh Coach	2,261	2,583	2,936
2. <u>Cross County</u>			
Head Varsity Coach	2,610	2,983	3,390
Asst. Coach	1,676	1,915	2,176
3. <u>Soccer</u>			
Varsity Coach	2,610	2,983	3,390
JV Coach	2,261	2,583	2,936
Asst. Coach	1,676	1,915	2,176
4. <u>Volleyball</u>			
Varsity Coach	2,975	3,399	3,863

	JV Coach	2,610	2,983	3,390
	Frosh Coach	2,261	2,583	2,936
5.	<u>Basketball</u>			
	Varsity Coach	2,975	3,399	3,863
	JV Coach	2,610	2,983	3,390
	Frosh Coach	2,261	2,583	2,936
6.	<u>Wrestling</u>			
	Varsity Coach	2,975	3,399	3,863
	Asst. Coach	2,610	2,983	3,390
7.	<u>Baseball</u>			
	Varsity Coach	2,975	3,399	3,863
	JV Coach	2,610	2,983	3,390
	Frosh Coach	2,261	2,583	2,936
8.	<u>Track</u>			
	Varsity Head Coach	2,975	3,399	3,863
	Varsity Asst. Coach	2,261	2,583	2,936
	JV Head Coach	2,261	2,583	2,936
9.	<u>Golf</u>	2,610	2,983	3,390
10.	<u>Swimming</u>			
	Varsity Head Coach	2,610	2,983	3,390
	Asst. Coach	2,261	2,583	2,936
11.	<u>Tennis</u>	2,610	2,983	3,390
12.	<u>Softball</u>			
	Varsity Coach	2,975	3,399	3,863
	JV Coach	2,610	2,983	3,390
	Frosh Coach	2,261	2,583	2,936
13.	<u>Cheer</u>			
	Varsity Coach	2,610	2,983	3,390
	Asst. Coach	1,676	1,915	2,176

Playoff/Extended Season Pay

*Maximum of three (3) weeks

Head Coach	100/wk
Asst. Coach	75/wk

E. Stipends

Intermediate Schools

1.	Athletic Team Coach	1,517	1,734	1,970
2.	Director-Student Activities	1,983	2,266	2,575
3.	Director-Athletics	1,983	2,266	2,575
4.	Director-Band	1,586	1,813	2,060
5.	Director-Choral Music	1,586	1,813	2,060
6.	Director-Drama	1,586	1,813	2,060
7.	Director-Yearbook	1,586	1,813	2,060

F. Non-Enumerated Additional Responsibility and Services

1. Home and Hospital

A bargaining unit member who provides home and hospital instructional service will be compensated at the hourly rate of pay.

2. Outdoor Education Program

Teachers and nurses providing service at the Outdoor Education program shall receive compensation based upon the expectation that a teacher performing Outdoor Education service will work four (4) hours beyond his/her regular work day. The compensation is determined by multiplying this additional four (4) hour per day period for each day the teacher is present by the extra pay for extra duty hourly rate set forth in Article XV.B. This amount represents full compensation for Outdoor Education service, regardless of whether the teacher actually works more or less than the additional daily expectation.

G. Mileage Reimbursement

1. Bargaining unit members who are required to drive their private vehicles in connection with the discharge of their regular teaching duties, shall be reimbursed for such mileage at the July 1 IRS maximum allowable rate.
2. The July 1 IRS maximum allowable rate shall be the IRS maximum allowable rate in effect on July 1 of the school year in which the mileage is driven.
3. This provision shall not alter the District's past practice with respect to computation of actual mileage eligible for reimbursement.

H. Curriculum Facilitators

1. Remuneration for curriculum facilitators who meet the criteria set forth in **ARTICLE X, IN-SERVICE, STAFF DEVELOPMENT AND CURRICULUM FACILITATION**, Paragraphs B.2.a through B.2.d, is \$1163.00 annually, effective July 1, 1999.
2. Compensation for a chief curriculum facilitator (see **ARTICLE X, IN-SERVICE, STAFF DEVELOPMENT AND CURRICULUM FACILITATION**, Paragraph B.3) is \$3,490.00 annually, effective July 1, 1999.

APPENDIX C-1

REQUEST FOR RECOGNITION FORM

Revised - 4/29/76

N - E - A

MUTA

C - T - A

Marysville, California 95901

Board of Trustees
Marysville Joint Unified School District
504 "J" Street
Marysville, CA 95901

Attention: Dr. Lewis J. Ferrari:

Pursuant to Chapter 961, California Statutes 1975, the Marysville Unified Teachers Association/California Teachers Association/National Education Association hereby requests recognition as the exclusive representative for a unit of all certificated employees comprising the following: (1) Classroom Teachers including resource teachers, reading specialists, department heads, and teachers in charge; and (2) Supportive Personnel including, teacher coordinator - Work Experience, counselors, and nurses. Said unit excludes: Superintendent of Schools, Assistant Superintendents, Coordinator of Vocational Education, Coordinator of Pupil Services, Coordinator of Federal Projects, Coordinator of Placement Services, Director of Summer Instruction, Director of Reading-Learning Center, Director of Migrant Education, School Principals, Assistant Principals, High School Deans, District Psychologist, District Librarian, School Psychologist, Psychometrist, District Evaluator, Head Counselor-High School, Preschool Supervisor, Accounting Supervisor, Supervisor of Transportation, Maintenance and Operations Supervisor, Food Services Supervisor, Fiscal Technician, Data Processing Operations Supervisor, Purchasing Agent, Program Director-Senior Citizens Nutrition Program, Developmental Examiners, and ROP Coordinators. The unit comprises approximately three hundred seventy-five (375) employees of the District, a majority of whom wish to be represented by this organization.

Proofs of support of a majority of said employees in the form of (1) notarized membership lists and (2) authorization cards are herewith submitted.

No other employee organization is known to have been recognized or to have demanded recognition as exclusive representative for any of the employees in the above described unit.

There is no known or written agreement between another employee organization and the District covering any of the employees in the above described unit.

A copy of this petition is being mailed to the Education Employment Relations Board.

Yours,

_____, President
Marysville Unified Teachers Association
CTA/NEA
440 Palora Avenue
Yuba City, California 673-5756

Marysville Joint Unified School District and Marysville Unified Teachers Association/CTA/NEA, hereby agree to the above described unit and further, both parties agree that they will not appeal the appropriateness of this unit to the EERB or any court.

_____, President
MUTA/CTA/NEA

Leonard E. Larson
Assistant Superintendent, Personnel Services
Marysville Joint Unified School District

MEMORANDUM OF UNDERSTANDING
Between
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
And
MARYSVILLE UNIFIED TEACHERS ASSOCIATION

UNIT MODIFICATION

The Marysville Joint Unified School District (“District”) and the Marysville Unified Teachers Association (“MUTA”) are parties to a collective bargaining agreement (“CBA”). The parties agree to modify the Unit Recognition dated May 4, 1976, as set forth below. The language shall be added to Article II Recognition of the CBA upon ratification by the Parties.

The Marysville Unified Teachers Association/California Teachers Association/National Education Association is hereby recognized as the exclusive representative for all certificated employees excluding: Management, confidential, psychologists, and supervisory employees.

FOR THE MARYSVILLE JOINT
UNIFIED SCHOOL DISTRICT:

FOR THE MARYSVILLE UNIFIED
TEACHERS ASSOCIATION:

Ramiro G. Carreón Date

Don Fry Date

{Note: This MOU was signed by the MUTA on October 27, 2014 and by the District on April 3, 2012.}

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
 YEARLY GOAL PLAN - 20__/20__

TEACHER		SCHOOL				
ASSIGNMENT	<input type="checkbox"/>	Temporary	<input type="checkbox"/>	Probationary	<input type="checkbox"/>	Permanent
STANDARD	OBJECTIVES (Teacher's Action Plan)		SUPPORTIVE EVIDENCE			

Measurement of Achievement

Self Assessment

Evaluator's Signature

Date

Employee's Signature

Date

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
 CERTIFICATED EVALUATION REPORT

Teacher: _____ Evaluator: _____

Date of Evaluation: _____

Status of Teacher: _____ Temporary _____ Probationary _____ Permanent

- | |
|---|
| <p>1. SATISFACTORY - Meets or Exceeds Standards
 2. NEEDS IMPROVEMENT
 3. UNSATISFACTORY - Does Not Meet Standards</p> |
|---|

STANDARD 1 – Engages and Supports All Students for the Teaching Profession	1	2	3
1.1 Connects students’ prior knowledge, life experience, and interests with learning goals.			
1.2 Uses a variety of instructional strategies and resources to respond to students’ diverse needs.			
1.3 Facilitates learning experiences that promote autonomy, interaction, and choice.			
1.4 Teaches subject matter, problem solving, critical thinking, and skills in meaningful activities.			
1.5 Promotes self-directed, reflective learning for all students.			
STANDARD 2 – Creates and Maintains a Suitable Learning Environment for Students	1	2	3
2.1 Organizes the physical environment to promote student learning.			
2.2 Plans and implements classroom procedures and routines that support student learning.			
2.3 Establishes a climate of fairness and respect.			
2.4 Promotes social development and responsibility in independent and group learning.			
2.5 Establishes and maintains standards for student behavior.			
2.6 Uses instructional time effectively.			
STANDARD 3 – Understands and Organizes Subject Matter for Student Learning	1	2	3
3.1 Demonstrates knowledge of subject matter.			
3.2 Organizes curriculum to support student understanding of Subject Matter.			
3.3 Develops student understanding through instructional strategies that are appropriate to the subject matter.			
3.4 Develops student understanding through instructional strategies.			

3.5 Uses available materials, resources, and technologies to make subject matter accessible to students.			
STANDARD 4 – Plans Instruction, Designs Learning Experiences for All Students, and Demonstrates Effective Instructional Techniques and Strategies.	1	2	3
4.1 Draws on and values students’ backgrounds, interests, and developmental learning needs.			
4.2 Establishes and communicates goals for student learning.			
4.3 Develops and sequences instructional activities and materials for student learning.			
4.4 Designs long and short term plans to support student learning based on adopted materials.			
4.5 Modified instructional plans to adjust for student needs.			
STANDARD 5 – Assess Student Learning (Adhere to Curricular Objectives)	1	2	3
5.1 Establishes learning goals for all students based on adopted curriculum.			
5.2 Collects and uses multiple sources of information to assess student learning.			
5.3 Involves and guides students in assessing their own learning.			
5.4 Uses the results of assessments to guide instruction.			
5.5 Communicates with students, families, and other audiences about student progress.			
STANDARD 6 – Fulfills Instructional Duties and Professional Responsibilities	1	2	3
6.1 Reflects on teaching and learning.			
6.2 Engages families in student learning.			
6.3 Utilizes available community resources to support student learning.			
6.4 Works with colleagues to improve teaching and learning.			
6.5 Pursues opportunities to contribute and grow professionally.			
6.6 Fulfills non-instructional duties as assigned.			
6.7 Demonstrates ability to work effectively and professionally with individual and groups; communicates effectively orally and in writing; fulfills Board-adopted Code of Ethics of the Teaching Profession; endeavors to grow professionally.			
6.8 Attends required meetings.			
6.9 Maintains records and equipment.			
6.10 Supervises students outside classroom			

Written Assessment by Supervisor – Summary:

Area(s) To Be Addressed in Next Year's Goal Plan:

OVERALL EVALUATION FOR 20 /20

- MEETS OR EXCEEDS STANDARDS
- NEEDS IMPROVEMENT
- UNSATISFACTORY
- PAR REFERRAL

A RATING OF **NEEDS IMPROVEMENT** OR **UNSATISFACTORY** REQUIRES THAT A WRITTEN IMPROVEMENT PLAN BE MUTUALLY DEVELOPED.

Signature of Supervisor

**Signature of Teacher*

Date

Date

- *Your signature does not necessarily denote agreement with the contents, only that it has been reviewed with you.
- *You may have attached additional written comments prior to this evaluation being placed in your personnel file.
- *You have ten (10) days from the date of receipt of this evaluation to submit a response.

Written Response By Teacher (Optional)

Signature of Teacher

Date

Distribution: Original: Teacher Yellow: Personnel Pink: School

Standard I
Engages and Supports All Students in Learning

	UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS OR EXCEEDS STANDARDS	STATE STANDARD
1.1 Connects students’ prior knowledge, life experience, and interests with learning goals				
Knowledge of Students	Employee displays little knowledge of students’ skills, knowledge, interests or cultural heritage, and does not indicate that such knowledge is valuable.	Employee recognizes the value of understanding students’ skills, knowledge, interests, or cultural heritage but displays this knowledge for the class only as a whole.	Employee displays knowledge of students’ skills and knowledge, interests, or cultural heritage of each group of students and recognizes the value of this knowledge.	Employee displays knowledge of students’ skills, knowledge, interests, or cultural heritage of each student, including those with special needs.
Interests and Cultural Heritage	Does not connect classroom learning to new materials, life experiences, linguistic skills, and cultural understandings.	Makes some attempts to connect classroom learning to new materials, life experiences, linguistic skills, and cultural understandings.	Helps student to connect classroom learning to new materials, their life experiences, linguistic skills, and cultural understandings.	Helps all students to connect classroom learning to new materials, their life experiences, linguistic skills, and cultural understandings.
Response to Students	Employee ignores or brushes aside students’ questions or interests.	Employee attempts to accommodate students’ questions or interests. The effects on the coherence of a lesson are uneven.	Employee successfully accommodates students’ questions or interests.	Employee seizes a major opportunity to enhance learning, building on a spontaneous event.
1.1 Uses a variety of instructional strategies and resources to respond to students’ diverse needs				
Directions and Procedures	Employee directions and procedures are confusing to students.	Employee directions and procedures are clarified after initial student confusions or are excessively detailed.	Employee directions and procedures are clear to students and contain an appropriate level of detail.	Employee directions and procedures are clear to students and anticipate possible student misunderstanding.

Oral and Written Language	Employee's spoke language is inaudible, or written language is illegible. Spoken or written language may contain grammar and syntax errors. Vocabulary may be inappropriate, vague, or used incorrectly, leaving students confused.	Employee's spoken language is audible, and written language is legible. Both are used correctly. Vocabulary is correct but limited or is not appropriate to students' ages or backgrounds.	Employee's spoke and written language is clear and correct. Vocabulary is appropriate to students' age and interests.	Employee's spoke and written language is correct and expressive, with well-chose vocabulary that enriches the lesson.
Knowledge of Students' Varied Approaches to Learning	Employee is unfamiliar with the different approaches to learning that students exhibit, such as learning styles, modalities, and different "intelligences."	Employee displays general understanding of the different approaches to learning that students exhibit.	Employee displays solid understanding of the different approaches to learning that different students exhibit, and engages students in a variety of learning experiences accommodating different ways they learn.	Engages all students in a variety of learning experiences that accommodate the different ways they learn.
Quality of Questions	Employee's questions are virtually all of poor quality.	Employee's questions are a combination of low and high quality. Only some invite a response.	Most of Employee's questions are of high quality with adequate time available for students to respond.	Employee's questions are of uniformly high quality, with adequate time for students to respond. Students formulate many questions.
Discussion Techniques	Interaction between Employee and students is predominately recitation style, with Employee mediating all questions and answers.	Employee makes some attempt to engage students in a true discussion, with uneven results.	Classroom interaction represents true discussion, with Employee stepping in, when appropriate, and remaining to the side, when appropriate.	Students assume considerable responsibility for the success of the discussion, initiating topics and making unsolicited contributions.
Depth and Complexity	Does not choose strategies that make the complexity and depth of subject matter understandable to some students.	Occasionally chooses strategies that make the complexity and depth of subject matter understandable to most students.	Chooses strategies that make the complexity and depth of subject matter understandable to students.	Chooses strategies that make the complexity and depth of subject matter understandable to all students.

Modifications	Does not modify materials and resources to support each student's fullest participation.	Modifies a limited amount of materials and resources to support students' fullest participation.	Modifies materials and resources to support most students' fullest participation.	Modifies materials and resources to support each student's fullest participation.
Student Participation	Only a few students participate in the discussion.	Employee attempts to engage all students in the discussion, but with only limited success.	Employee successfully engages most students in the discussion.	Students themselves ensure that all voices are heard in the discussion.
Instructional Groups	Instructional groups do not support the instructional goals and offer no variety.	Instructional groups are inconsistent in suitability to the instructional goals and offer minimal variety.	Instructional groups are varied, as appropriate to the different instructional goals.	Instructional groups are varied, as appropriate to the different instructional goals. There is evidence of student choice in selecting different patterns of instructional groups.
Activities and Assignments	Activities and assignments are inappropriate for students in terms of their age or backgrounds. Students are not engaged mentally.	Some activities and assignments are appropriate to students and engage them mentally, but others do not.	Activities and assignments are appropriate to students. Students are cognitively engaged in them.	All students are cognitively engaged in the activities and assignments in their exploration of content. Students initiate or adapt activities and projects to enhance understanding.
1.3 Facilitates learning experiences that promote autonomy, interaction and choice				
Grouping of Students	Instructional groups are inappropriate to the students or to the instructional goals.	Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional goals of a lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional goals of a lesson.	Instructional goals are productive and fully appropriate to the instructional goals of a lesson. Students take the initiative to influence instructional groups to advance their understanding.

Classroom Environment	Classroom environment is not used to provide opportunities for independent and collaborative learning and positive interaction among students.	Some use of the classroom environment to provide opportunities for independent and collaborative learning and positive interactions among students.	Uses the classroom environment to provide opportunities for independent and collaborative learning and positive interaction among all students.	
Student Decision	Student decisions about managing learning, time, and materials are not supported and monitored.	Inconsistent support on monitoring of student decisions about managing learning, time, and materials.	Supports and monitors student decisions about managing learning, time, and materials.	Most students independently manage learning, time, and materials.
1.4 Teachers subject matter, problem solving, critical thinking, and skills in meaningful activities				
Problem Solving	Does not engage students in problem solving nor encourage them to use multiple approaches and solutions.	Minimally engages students in problem solving activities and encourages some approaches and solutions.	Engages students in problem solving activities and encourages multiple approaches and solutions.	Engages all students in problem solving activities and encourages multiple approaches and solutions.
Critical Questions	Encourages few students to ask critical questions nor to consider diverse perspectives about subject matter.	Encourages some students to ask critical questions and to occasionally consider diverse perspectives.	Encourages students to ask critical questions and consider diverse perspectives about subject matter.	Students independently ask critical questions and consider diverse perspectives about subject matter with minimal guidance.
Analysis and Conclusions	Does not give students help to analyze and draw valid conclusions about content being learned.	At times helps students to analyze and draw valid conclusions about content being learned.	Helps student to analyze and draw valid conclusions about content being learned.	Students analyze and draw valid conclusions about content being learned.
1.5 Promotes self-directed, reflective learning for all students				
Initiate Own Learning	Does not motivate students to initiate their own learning nor to strive for challenging learning goals.	Inconsistently motivates students to initiate their own learning nor to strive for challenging learning goals.	Motivates students to initiate their own learning and strives for challenging learning goals.	Motivates all students to initiate their own learning and strives for challenging learning goals.

Student Reflection	Does not engage students in opportunities to examine, reflect on, and evaluate their own work and to learn from the work of their peers.	Generally engages students in opportunities to examine, reflect on, and evaluate their own work and to learn from the work of their peers.	Engages students in opportunities to examine, reflect on, and evaluate their own work and to learn from the work of their peers.	Engages all students in opportunities to examine, reflect on, and evaluate their own work and to learn from the work of their peers.
Access Knowledge and Information	Rarely helps students to develop and use strategies to access knowledge and information.	Occasionally helps students develop and use strategies to access knowledge and information.	Consistently helps students develop and use strategies to access knowledge and information.	
Standard 2 <i>Creates and Maintains a Suitable Learning Environment for Students</i>				
2.1 Organizes the physical environment to promote student learning				
Safety and Arrangement of Furniture	The classroom is unsafe, or the furniture arrangement is not suited to the lesson activities, or both, in the context of those elements in control of the teacher.	The classroom is safe, and classroom furniture is adjusted for a lesson, or if necessary, a lesson is adjusted to the furniture, but with limited effectiveness.	The classroom is safe, and the furniture arrangement is a resource for learning activities.	The classroom is safe, and the furniture arrangement is adjusted to allow for collaborative as well as individual work.
Use of Physical Resources	Does not make materials, supplies, and technology accessible to students.	Makes materials, supplies and technology available to some students.	Makes materials, supplies and appropriate technology readily accessible for all students.	
Emotional Well-Being	Structures room with no attention to physical and emotional well-being of students and staff.	Structures room to meet safety code but not emotional well-being of students and staff.	Structures room to promote physical and emotional well-being of students and staff.	
Displays	Displays outdated student work or work is not evident.	Displays some student work.	Displays current student work.	Physical environment engages students in learning (displays, centers, information on the walls)
2.2 Plans and implements classroom procedures and routines that support student learning				

Performance of Non-instructional Duties	Considerable instructional time is lost in performing non-instructional duties.	Systems for performing non-instructional duties are fairly efficient, resulting in little loss of instructional time.	Efficient systems for performing non-instructional duties are in place, resulting in minimal loss of instructional time.	Systems for performing non-instructional duties are well established, with students assuming considerable responsibility for efficient operation.
Supervision of Volunteers and Paraprofessionals	Volunteers and paraprofessionals have no clearly defined duties.	Volunteers and paraprofessionals are productively engaged during portions of class time but require frequent supervision.	Volunteers and paraprofessionals are productively and independently engaged during the entire class.	Volunteers and paraprofessionals make substantive contribution to the classroom environment.
Management of Materials and Supplies	Materials are handled inefficiently, resulting in loss of instructional time.	Routines for handling materials and supplies function moderately well.	Routines for handling materials and supplies occur smoothly, with little loss of instructional time.	Routines for handling materials and supplies are seamless, with students assuming some responsibility for efficient operation.
2.3 Establishes a climate of fairness and respect				
Employee Interaction with Students	Employee interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for Employee.	Employee-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for Employee.	Employee-student interactions are friendly and demonstrate general warmth, caring, and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for Employee. The Employee responds to inappropriate behaviors in a fair and equitable way.	Employee demonstrates genuine caring and respect for individual students. Students exhibit respect for Employee as an individual, beyond that for the role. The Employee often develops positive behavior programs for students.
Student Interaction	Student interactions are characterized by conflict, sarcasm, or put-downs.	Students do not demonstrate negative behavior toward one another.	Student interactions are generally polite and respectful to one another.	Students demonstrate genuine caring for one another as individuals and as students.

2.4 Promotes social development and responsibility in independent and group learning				
Management of Instructional Groups	Students not working with the Employee are not productively engaged in learning.	Tasks for group work are partially organized, resulting in some off-task behavior when Employee is involved with one group.	Tasks for group work are organized, and groups are managed so most students are productively engaged at all times.	Groups working independently are productively engaged at all times, with students assuming responsibility for productivity.
Acceptance and Respect	Recognizes student diversity but does not promote acceptance or respect.	Inconsistently promotes acceptance and respect for different experiences ideas, backgrounds, feelings, and points of view.	Promotes acceptance and respect for different experiences, ideas, backgrounds, feelings, and points of view.	
2.5 Establishes and maintains standards for student behavior				
Expectations	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established for most situations, and most students seem to understand them	Standards of conduct are clear to all students.	Standards of conduct are clear to all students and appear to have been developed with student participation.
Monitoring of Student Behavior	Students behavior is not monitored, and Employee is unaware of what students are doing.	Employee is generally aware of student behavior but consistently misses the activities of some students.	Employee is generally alert to student behavior at all times.	Monitoring by Employee is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully.
Response to Student Misbehavior	Students behavior is not monitored, and Employee is unaware of what students are doing.	Employee is generally aware of student behavior but consistently misses the activities of some students.	Employee is generally alert to student behavior at all times.	Monitoring by Employee is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully.

Family Involvement	Does not make families aware of standards for student behavior.	Informs families concerning guidelines for student behavior.	Involves families in maintaining guidelines for student behavior.	
2.6 Uses instructional time effectively				
Management of Transitions	Much time is lost during transitions.	Transitions are sporadically efficient, resulting in some loss of instructional time.	Transitions occur smoothly, with little loss of instructional time.	Transitions are seamless, with students assuming some responsibility for efficient operation.
Instructional Time	Uses instructional time ineffectively.	Engages some students through pacing and adjustment of instructional time.	Engages students in learning through pacing, adjustment of instructional time, and redirection.	
Material Preparation	Does not have materials prepared in a timely fashion.	Inconsistently prepares materials in a timely fashion.	Prepares materials in a timely fashion.	
Standard 3 <i>Understands and Organizes Subject Matter for Student Learning</i>				
3.1 Demonstrates knowledge of subject matter				
Knowledge of Content	Employee makes content errors or does not correct content errors students make.	Employee displays basic content knowledge but cannot articulate connections with other parts of the discipline or with other disciplines.	Employee displays solid content knowledge and makes connections between the content and other parts of the discipline and other disciplines.	Employee displays extensive content knowledge with evidence of continuing pursuit of such knowledge.
Knowledge of Prerequisite Relationships	Employee displays little understanding of prerequisite knowledge important for student learning of the content.	Employee indicates some awareness of prerequisite learning. Although such knowledge may be incomplete or inaccurate.	Employee's plans and practices reflect understanding of prerequisite relationships among topics and concepts.	Employee actively builds on knowledge of prerequisite relationships when describing instruction or seeking causes for student misunderstanding.

Representation of Content	Representation of content is inappropriate and unclear or uses poor examples and analogies.	Representation of content is inconsistent in quality. Some is done skillfully, with appropriate examples; other portions are difficult to follow.	Representation of content is appropriate and links well with students' knowledge and experience.	Representation of content is appropriate and links well with students' knowledge and experience. Students contribute to representation of content.
Different Perspectives	Employee displays little understanding that subject matter incorporates different perspectives.	Employee has some awareness that subject matter incorporates different perspectives.	Employee's plans and practices reflect understanding that subject matter incorporates different perspectives.	Employee skillfully uses the knowledge that subject matter incorporates different perspectives to plan lesson which encourages higher-level thinking skills.
Social, Emotional, and Physical Development	Lacks understanding of students' social, emotional, and physical development as it relates to subject matter.	Has limited understanding of students' social, emotional, and physical development as it relates to subject matter.	Understands students' social, emotional, and physical development as it relates to subject matter.	Knowledge of students background and development is reflected in planning and instruction.
3.2 Organizes curriculum to support student understanding of Subject Matter				
Student Understanding	Does not demonstrate knowledge of student development and subject matter to organize and sequence the curriculum.	Demonstrates some evidence of knowledge of student development and subject matter to organize and sequence the curriculum but does not anticipate student misconceptions.	Uses knowledge of student development and subject matter to organize and sequence the curriculum and anticipates some student misconceptions.	Displays continuing search for best practice and anticipates student misconceptions.
Diverse Perspectives	Organizes subject matter ineffectively to value diverse perspectives.	Inconsistently organizes subject matter effectively to value diverse perspectives.	Organizes subject matter effectively to value diverse perspectives.	
Grade-Level Expectations, Frameworks and Standards	Rarely incorporates subject or grade-level expectations, curriculum frameworks, and content standards in organizing subject matter.	Incorporates some subject or grade-level expectations, curriculum frameworks, and content standards in organizing subject matter.	Incorporates subject or grade-level expectations, curriculum frameworks, and content standards in organizing subject matter.	Incorporates all subject or grade-level expectations, curriculum frameworks, and content standards in organizing subject matter.

Student Support of Subject Matter	Does not help students to relate subject matter concepts to previous learning and their own lives.	Helps few students to relate subject matter concepts to previous learning and their own lives.	Helps students to relate subject matter concepts to previous learning and their own lives.	Helps all students to relate subject matter concepts to previous learning and their own lives.
Connecting Subject-Matter Areas	Does not help students to see the relationships and connections across subject matter areas to solve problems.	Helps few students to see the relationships and connections across subject matter areas and to solve problems.	Helps students to see the relationships and connections across subject matter areas and to solve problems.	Helps all students to see the relationships and connections across subject matter areas and to solve problems.
Inter-disciplinary Approach	Rarely implements units and lessons that highlight themes, concepts, and/or skills within and across subject-matter areas.	Inconsistently implements units and lessons that highlight themes, concepts, and/or skills within and across subject-matter areas.	Implements units and lessons that highlight themes, concepts, and/or skills within and across subject-matter areas.	Seamlessly integrates themes, concepts, and skills within and across subject matter areas.
3.3 Develops student understanding through instructional strategies that are appropriate to the subject matter				
	Curriculum is presented without identifying or integrating key concepts and information, or content does not relate to previous learning in order to support students' understanding.	Some key concepts and information is identified within the curriculum and attempts are made to relate content to previous learning without extending students' understanding.	Key concepts and information within the curriculum are identified and integrated, content is related to students' lives and previous learning is used to extend students' understanding.	Students are facilitated as they identify and integrate concepts and information within and across curriculum, relate content to their lives and previous learning, and use this to extend their understanding.
3.4 Develops student understanding through instructional strategies				
Using Subject-Matter Knowledge	Rarely uses knowledge of subject matter to help students construct their own knowledge.	Inconsistently uses knowledge of subject matter to help students construct their own knowledge.	Uses knowledge of subject matter to help students construct their own knowledge.	Uses knowledge of subject matter to help students construct their own knowledge.
Critical Thinking	Does not support students to think critically in each subject area.	Encourages some students to think critically in each subject area.	Challenges students to think critically in each subject area.	Challenges all students to think critically in each subject area.

Variety of Instructional Strategies.	Does not use a variety of instructional strategies and approaches to illustrate a concept and its connections within and across subject areas.	Uses a limited variety of instructional strategies and approaches to illustrate a concept and its connections within and across subject areas.	Uses a variety of instructional strategies and approaches to illustrate a concept and its connections within and across subject areas within a whole class.	Uses a variety of instructional strategies and approaches tailored to small groups or individual students to illustrate a concept within and across subject areas.
3.5 Uses available materials, resources, and technologies to make subject matter accessible to students				
Instructional Materials and Resources	Materials, resources, and technologies do not support the instructional goals or engage students in meaningful learning.	Some of the materials, resources, and technologies support the instructional goals, and some engage students in meaningful learning.	All materials, resources, and technologies support the instructional goals, and most engage students in meaningful learning.	All materials, resources, and technologies support the instructional goals, and most engage student in meaningful learning. There is evidence of student participation in selecting or adapting materials.
Technology	Employee does not use available technology.	The Employee uses available technology minimally. Students may use the classroom computer on their own, but the Employee rarely incorporates technology into instruction. Students use the programs but not as an extension of instruction.	The Employee has students use available technology to extend or reinforce specific instruction or subject areas. Students and Employee can comfortably use technology as a tool or a resource.	Available technology is an integral part of the classroom. The Employee and students use it as a resource and as a tool. The Employee uses available technology to extend instruction and understanding of subject matter. Students also may use the computer as a presentation tool.

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
CLASSROOM OBSERVATION FORM**

Teacher:	Observer:
Date of Observation:	Grade Level(s)/Subject(s):
# of Students in Class:	Time:

<p>STANDARD 1: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</p> <p>1.1 Connecting students’ prior knowledge, life experience, and interests with learning goals</p> <p>1.2 Using a variety of instructional strategies and resources to respond to students’ diverse needs</p> <p>1.3 Facilitating learning experiences that promote autonomy, interaction, and choice</p> <p>1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful</p> <p>1.5 Promoting self-directed, reflective learning for all students</p>	<p>EVIDENCE OF STANDARDS</p>
<p>STANDARD 2: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</p> <p>2.1 Creating a physical environment that engages all students</p> <p>2.2 Establishing a climate that promotes fairness and respect</p> <p>2.3 Promoting social development and group responsibility</p> <p>2.4 Establishing and maintaining standards for student behavior</p> <p>2.5 Planning and implementing classroom procedures and routines that support student learning</p> <p>2.6 Using instructional time effectively</p>	<p>EVIDENCE OF STANDARDS</p>

<p>STANDARD 3: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</p> <p>3.1 Demonstrating knowledge of subject matter content and student development</p> <p>3.2 Organizing curriculum to support student understanding of subject matter</p> <p>3.3 Interrelating ideas and information within and across subject matter areas</p> <p>3.4 Developing student understanding through instructional strategies that are appropriate to the subject</p> <p>3.5 Using materials, resources, and technologies to make subject matter accessible to students</p>	<p>EVIDENCE OF STANDARDS</p>
<p>STANDARD 4: PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</p> <p>4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs</p> <p>4.2 Establishing and articulating goals for student learning</p> <p>4.3 Developing and sequencing instructional activities and materials for student learning</p> <p>4.4 Designing short-term and long-term plans to foster student learning</p> <p>4.5 Modifying instructional plans to adjust for student needs</p>	<p>EVIDENCE OF STANDARDS</p>
<p>STANDARD 5: ASSESSING STUDENT LEARNING</p> <p>5.1 Establishing and communicating learning goals for all students</p> <p>5.2 Collecting and using multiple sources of information to assess student learning</p> <p>5.3 Involving and guiding all student in assessing their own learning</p> <p>5.4 Using the results of assessments to guide instruction</p> <p>5.5 Communicating with students, families, and other audiences about student progress</p>	<p>EVIDENCE OF STANDARDS</p>

SUPERVISOR'S COMMENTS:

TEACHER'S RESPONSE:

Meets or Exceeds Standards

Needs Improvement

Unsatisfactory

*Teacher's Signature _____ Date _____

Supervisor's Signature _____ Date _____

Your signature does not necessarily denote agreement with the contents, only that it has been reviewed with you.
*You may have attached additional written comments prior to this observation being placed in your personnel file.
You have ten (10) days from the date of receipt of this observation to submit a response.
Distribution: Original: Teacher Yellow: Personnel Pink: School

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
PRE-OBSERVATION CONFERENCE**

Teacher: _____

Evaluator: _____

Date: _____

Time/Period: _____

School: _____

Date/Time of

Grade/Subject: _____

Scheduled Observation: _____

Please answer these questions and bring the completed form to your pre-observation conference.

PRE-CONFERENCE QUESTIONS:

1. What will you be teaching in this lesson?

2. What do you expect your students to learn by the end of this lesson?

3. What activities will you and your students be doing?

4. How will you know if your lesson is successful?

5. Is there a specific area/Standard on which you would like me to focus?

6. Comments:

This form is to be retained by the teacher at the conclusion of the Pre-Observation Conference.