

Collective Bargaining  
Agreement between  
Upper Lake Educators'  
Association  
and  
Upper Lake Unified School  
District

July 1, 2025 – June 30, 2028

## TABLE OF CONTENTS

|   |    |
|---|----|
| ARTICLE 1. AGREEMENT .....  | 1  |
| ARTICLE 2. RECOGNITION.....   | 2  |
| ARTICLE 3. AFFIRMATION .....  | 3  |
| ARTICLE 4. DEFINITIONS .....  | 4  |
| ARTICLE 5. NEGOTIATIONS PROCEDURE .....   | 6  |
| ARTICLE 6. MAINTENANCE OF STANDARDS.....  | 7  |
| ARTICLE 7. NON-DISCRIMINATION .....   | 8  |
| ARTICLE 8. SAVINGS .....  | 12 |
| ARTICLE 9. STATUTORY CHANGES .....  | 13 |
| ARTICLE 10. DISTRICT RIGHTS.....  | 14 |
| ARTICLE 11. GRIEVANCE PROCEDURE.....  | 15 |
| ARTICLE 12. ORGANIZATIONAL SECURITY .....   | 20 |
| ARTICLE 13. ASSOCIATION RIGHTS .....  | 23 |
| ARTICLE 14. ASSIGNMENT, REASSIGNMENT, AND TRANSFER .....                            | 26 |
| ARTICLE 15. EVALUATIONS.....  | 31 |
| ARTICLE 16. HOURS AND ADJUNCT DUTIES.....   | 36 |
| ARTICLE 17. SAFETY.....   | 43 |
| ARTICLE 18. LEAVES .....  | 46 |
| ARTICLE 19. HEALTH AND WELFARE BENEFITS.....  | 56 |
| ARTICLE 20. SALARIES.....   | 59 |
| ARTICLE 21. RETIREMENT.....   | 67 |
| ARTICLE 22. CLASS SIZE .....  | 68 |
| ARTICLE 23. PEER ASSISTANCE .....   | 71 |
| ARTICLE 24. CONSULTATION .....  | 73 |
| ARTICLE 25. SUPPLEMENTAL INSTRUCTIONAL PROGRAMS .....                               | 74 |
| ARTICLE 26. PROFESSIONAL DEVELOPMENT PERSONAL NEEDS AND<br>DISCRETIONARY FUNDS..... | 75 |
| APPENDIX A. SALARY SCHEDULE.....  | 76 |
| APPENDIX B. STIPEND / EXTRA DUTY SCHEDULE.....                                      | 79 |
| APPENDIX C. CLASSROOM SUPPLIES PROVIDED BY THE DISTRICT .....                       | 81 |
| APPENDIX D. GRIEVANCE FORM.....   | 82 |
| APPENDIX E. EVALUATION FORM.....  | 83 |
| APPENDIX F. CURRENT MOUs .....  | 92 |

## **ARTICLE 1. AGREEMENT**

- 1.1 This Agreement is made and entered into by and between the Board of Education of the Upper Lake Unified School District, which together with its administrative staff and representatives, shall be referred to in this Agreement as the “District” and the Upper Lake Educator’s Association, CTA/NEA, the certificated employees’ exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as the “Association.”
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code which shall be referred to as the “EERA.”
- 1.3 This Agreement shall remain in full force and effect from July 1, 2025 until June 30, 2028.

## **ARTICLE 2. RECOGNITION**

- 2.1 The District recognizes the Association as the exclusive representative of all certificated employees (including uncertificated intern) exclusive of management, supervisorial, and confidential certificated employees.
  
- 2.2 The parties to this Agreement recognize that the duties and work performed by the certificated employees in the bargaining unit described above shall be performed only by unit members and shall not be subcontracted or otherwise transferred out of the bargaining unit.
  - 2.2.1 The District shall approve only those charter school applications which do not result in bargaining unit work being transferred or subcontracted to a different district or bargaining unit.

### **ARTICLE 3. AFFIRMATION**

- 3.1 The Board recognizes classroom teachers as primary agents of the educational program and reaffirms the concept that the role of all other certificated and classified employees is one of providing support and assistance to the teacher and the educational program.

## ARTICLE 4. DEFINITIONS

- 4.1 “District” is the Upper Lake Unified School District, its Board of Education, Administration, and other designated representatives.
- 4.2 “Association” means the Upper Lake Educators Association, CTA/NEA, its officers and representatives. The Association is the exclusive representative of the certificated bargaining unit in the District.
- 4.3 “Immediate Supervisor” means the unit member’s administrator who has direct responsibility for supervising the unit member. Usually this person is the building principal.
- 4.4. “Unit Member” means any certificated employee of the district who is included in the appropriate unit as defined in Article 2 and therefore covered by the terms and provisions of this Agreement.
- 4.5 Unless otherwise noted, “Day” means days the main district office is open for business.
- 4.6 “Duty Day(s)” means days(s) during which unit members are required by contract to render services.
- 4.7 “Instructional Day(s)” means any day(s) pupils are present for instruction.
- 4.8 “Pupil Free Day” means any day of service required of unit members for the purposes of staff development, preparation, planning, or other professional activity.
- 4.9 “Paid Leave of Absence” means that a unit member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, return to the same or similar assignment which she/he enjoyed immediately preceding the commencement of the leave, and receive credit for any salary increments provided during her/his leave.
- 4.10 “Unpaid Leave of Absence” means that a unit member shall be entitled to the same benefits accorded Unit members who are on paid leave, excluding wages.
- 4.11 “Immediate Family” means any spouse, domestic partner, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle, and any known significant other.
- 4.12 “Dependent” means any spouse, domestic partner, or other person for which the unit member has physical or legal custody. Age limits and other requirements such as college attendance for children are defined here as age twenty-six (26) or as long as a child may be declared a dependent for purposes of income taxes.

- 4.13 “Daily Rate of Pay” means the unit member’s annual scheduled salary divided by the number of duty days required by the Agreement.
- 4.14 “Hourly Rate of Pay”
- 4.14.1 .075% of “Step 1, Column 1” of the Certificated Salary Schedule unless otherwise specified.
- 4.14.2 “Home Hospital” hours – paid at the Certificated Staff Member’s hourly rate (Annual salary as listed on the Certificated Salary Schedule divided by number of workdays, which is divided by daily work hours)
- 4.15 “Site” means a building or location where the unit member works.
- 4.16 “Summer School Unit Member” is a unit member employed as described in this Agreement to teacher summer school.
- 4.17 “Intersession Unit Member” is a unit member employed in a year-round setting, as defined in this Agreement, to teach intersession in a similar capacity as a summer school teacher.

## **ARTICLE 5. NEGOTIATIONS PROCEDURE**

- 5.1 No later than the month of April of the year in which this Agreement expires, the Association and the District shall submit their initial proposals to each other for a successor Agreement. The District shall give proper public notice of such proposals at the first school board meeting following the submission of the proposals.
- 5.2 For negotiations of non-successor agreements, no later than the month of April prior to the year being negotiated, the parties shall submit their initial proposals to each other. The parties may open salary, benefits, and two other Articles each year for the purposes of reopeners. The District shall give proper public notice of such proposals at the first school board meeting following the submission of the proposals.
- 5.3 Unless otherwise agreed to by both parties, the parties shall commence to meet and negotiate on reopeners or a successor Agreement beginning no later than five (5) days after the completion of the public notice requirements listed above. Any Agreement reached between the parties shall be reduced to writing and signed by them.
- 5.4 Within thirty (30) days of ratification of the Agreement by both parties herein, the District shall have prepared and delivered to the Association two paper copies and a digital copy of the new agreement. The District shall give a digital copy of the Agreement to any new bargaining unit members it hires during the term of the Agreement, and shall make available a digital copy or paper copy to any member upon request.
- 5.5 This section shall provide the District's schools a mechanism for site specific contract amendments during the term of this Agreement for the purposes of school improvement.
- 5.6 Upon notification of the Association, the District shall consider a site-specific amendment(s) to this Agreement. The notification shall contain a list of provisions of this Agreement to be amended and the amendment(s) along with the effective date and duration of the amendment(s).
- 5.7. If the District and Association ratify the proposed site-specific contract amendment(s), the District and Association shall inform the unit members at the worksite, and the District shall distribute copies of the amendment(s) to all unit members at the worksite and the Association.
- 5.8 All site-specific contract amendments shall, upon ratification of the parties, be fully incorporated into this Agreement.

## **ARTICLE 6. MAINTENANCE OF STANDARDS**

- 6.1 The District shall not reduce or eliminate any benefits or professional advantages which were enjoyed by unit members as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement.
- 6.2 This Agreement shall supersede any rules, regulations, or practices of the District, except as provided in Section 6.1 above, which are, or may in the future be, contrary or inconsistent with the express terms of this Agreement.
- 6.3 The parties to this Agreement shall not interpret or apply this Agreement, any of its terms, or the work rules, which implement this Agreement in a manner that is arbitrary, capricious, or discriminatory.
- 6.4 The parties shall administer this Agreement, all its terms, and the work rules which implement this Agreement with uniform application and effect. The parties shall treat all bargaining unit members equitably in the interpretation of this Agreement, its terms, and the work rules which implement this Agreement.
- 6.5 The parties represent that they know and understand that California law deems an implied covenant of good faith and fair dealing, to be a term and condition of this Agreement.

## ARTICLE 7. NON-DISCRIMINATION

7.1 The District is aware of and acknowledges the following state and federal statutes prohibiting discrimination: Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the California Fair Employment and Housing Act, the Education Code Sections 44100, 44105, and 44830,

Public Law No. 101-336, Education Code Sections 212.5, 212.6, and Government Code Section 3543.5. Further, the District is aware and acknowledges that it is unlawful to discriminate because of race, color, national origin, religion, sex, sexual orientation, age, physical disability, marital status, economic status, political affiliation, domicile, membership in an employee organization, participation in the activities of an employee organization, union affiliation, or exercise of the rights contained in this Agreement. The remainder of this article represents the agreement between the District and the Association to implement the prohibitions delineated herein. Further, nothing in this Article shall constitute a waiver of a unit member's rights to process a discrimination claim through an appropriate government agency, or a court of competent jurisdiction.

7.2 Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

7.3 District's duties under the Americans with Disabilities Act:

7.3.1. The District and the Association mutually agree that:

7.3.1.1 Both shall provide reasonable accommodation to persons with disabilities; and

7.3.1.2 A unit member seeking an accommodation has the right to be represented by the Association in discussions with the District regarding such accommodation.

7.3.2 If approached by a unit member regarding an accommodation, the District may initially refer the unit member to the Association. The Association may agree to represent the employee, or the individual and the District may meet and discuss the accommodation without the aid of the Association so long as said accommodation doesn't violate the terms of this Agreement without Association approval.

7.3.3 Where the Association authorizes individual discussion, the District shall:

7.3.3.1 Provide the Association within five (5) duty days of any individual discussion, a written summary thereof and a copy of any accommodation agreed to by the District in such discussion.

- 7.3.3.2 Bargain with the Association, upon request, over the impact or effects on other unit members of any accommodation agreed to in any such individual discussion; and
    - 7.3.3.3 Upon revocation by the Association of the authorization for individual discussions, cease immediately individual discussions with the unit member.
  - 7.3.4 The District and the Association acknowledge that particular accommodations are intended to meet the individual needs of particular persons. Acceptance by the District and the Association of a particular accommodation shall not obligate either of them to accept the same or similar accommodation for a different individual. Agreement by the District to a particular accommodation for an individual employee may be introduced by either party, or an employee, as evidence to support the reasonableness of the same or similar accommodation in any proceeding arising under this Agreement or under state or federal non-discrimination statutes.
  - 7.3.5 As used in this Article only, the term “Unit Member” refers only to a person who at the time of a request for an accommodation either holds a position within the Association’s bargaining unit, or claims the right to reinstatement to such a position.
- 7.4 Sexual harassment is as defined in the Education Code and applicable non-discrimination law. Education Code Section 212.5 defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone from or in the workplace or educational setting, under any of the following conditions:
  - 7.4.1 Submission to the conduct is explicitly or implicitly made a term or a condition of the individual’s employment, academic status, or progress.
  - 7.4.2 Submission to, or rejection of, the conduct by the individual is used as the basis of employment or academic decisions affecting the individual.
  - 7.4.3 The conduct has the purpose or effect of having a negative impact upon the individual’s work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment.
  - 7.4.4 Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.
  - 7.4.5 Sexual harassment can be verbal (such as comments about a person’s clothing or sex life, sexual jokes and innuendoes, repeated requests for dates, suggestive comments or sounds, or sexual propositions), physical (such as hugging, touching,

impeding movement, rubbing up against someone or suggestive gestures), or visual (such as pictures, cartoons, or sexually suggestive objects).

7.5 Employees are prohibited from engaging in sexual harassment. This prohibition applies to all employees, including supervisory and management personnel. The District shall prohibit sexual harassment of all unit members. The timelines for the regular grievance procedure are tolled if a unit member chooses to pursue a complaint through the sexual harassment complaint procedure established by the District under Education Code Sections 212.5 and 212.6. All sexual harassment investigations and all discipline imposed pursuant to the District's sexual harassment policy shall be subject to the relevant provisions of this Agreement.

7.6 Complaint Procedure

7.6.1 The timelines for the regular grievance procedure are initiated if a unit member chooses to pursue a complaint through any internal complaint procedure the District has in dealing with complaints of sexual harassment.

7.6.2 The complainant, the accused, and employees interviewed about the complaint have a right to union representation during all meetings with management regarding the complaint. Management will inform all affected employees of this right and allow them sufficient time to secure union representation prior to being interviewed.

7.6.3 At least two management persons (one man and one woman) shall be specially designated for receipt of sexual harassment complaints. These individuals will be trained in dealing with complaints of sexual harassment. All employees shall be informed of the persons designated to receive complaints.

7.6.4 Sexual harassment complaints shall be in writing and shall include descriptions of the conduct complained of (including date, time, location, etc.), and the names of the complainant and any witnesses. The complainant shall be allowed to request a particular remedy in the complaint.

7.6.5 When a complaint is filed, the District shall inform the complainant of her/his right to file a discrimination complaint with the Department of Fair Employment and Housing and/or the Equal Employment Opportunity Commission, and the procedures for filing.

7.6.6 The accused shall be given a copy of the written complaint. Otherwise, information regarding the complaint shall not be disclosed to anyone, except as necessary to conduct the investigation and to resolve the complaint.

7.6.7 The District shall engage in a prompt, thorough, and impartial investigation of the complaint. The accused shall be given the opportunity to consult with a representative in advance of any investigatory interview and given adequate

opportunity to respond to each allegation. Investigations shall be limited to interviews with individuals who reasonably might be considered to have information relevant to the specific allegations in the complaint. All unit members, including the complainant, and the accused, shall be given release time to participate in the investigation.

- 7.6.8 The District shall inform the complainant and the accused in writing of the results of the investigation, including an analysis of relevant evidence with respect to each allegation in the complaint and a specific finding as to whether sexual harassment did or did not occur with respect to each allegation in the complaint.
- 7.6.9 If the complaint is found valid, the District shall take prompt corrective action, reasonably calculated to end the harassment. Prior to taking such action, the District shall provide notice of the proposed action to the complainant, the accused and the Association, and shall allow five (5) work days for a response. Any discipline imposed on a unit member under this section shall be consistent with principles of just cause and progressive discipline. The District shall inform the complainant in writing of the action taken, if any, to ensure that the problem is corrected. Otherwise, all information regarding any proposed or actual disciplinary action shall be kept confidential by the District.
- 7.6.10 If the complaint is withdrawn or found invalid, the complaint or the investigation shall not be referred to in either the complainant's and/or accused personnel file or used for any purpose.
- 7.6.11 There shall be no retaliation against any individual for filing or providing information regarding a sexual harassment complaint.

## 7.7 Training

- 7.7.1 Sexual harassment training will be required of all unit members in accordance with State law. The District will provide resources for the delivery of such training.
- 7.7.2 A copy of the District's sexual harassment policy shall be posted and provided to all employees at the start of each school year and to each employee hired midyear.

## **ARTICLE 8. SAVINGS**

- 8.1 If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
  
- 8.2 It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

## **ARTICLE 9. STATUTORY CHANGES**

- 9.1 Improvements in benefits included in this Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall be incorporated into this Agreement.
  
- 9.2 Reduction or elimination of benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten (10) days of such amendment or repeal to negotiate whether or not such amendments or repeals shall be incorporated into this Agreement. Absent any agreement, no reduction or elimination of statutory guarantee of benefits included in this Agreement shall apply.

## **ARTICLE 10. DISTRICT RIGHTS**

### 10.1 District Rights

- 10.1.1 Except as modified, abridged, and/or waived by this Agreement, the District shall retain all of its powers and authority to direct, manage, and control to the full extent of the law.
- 10.1.2 The District's exercise of powers, rights, authority, duties and responsibilities, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be consistent with and limited only by law and shall not be arbitrary or capricious.
- 10.1.3 The District shall be limited in the exercise of the foregoing powers, rights, authority, duties and responsibilities by the laws and constitutions of California and the United States, the provisions of this Agreement, and the duty of the District to meet and negotiate in good faith with the Association in matters relating to the scope of representation and to consult on the definition of educational objectives, the determination of the content of courses and curriculum and the selection of textbooks as set forth in Government Code Section 3543.2.
- 10.1.4 Notwithstanding any other provisions, this Agreement shall not constitute a general or specific waiver of any right of the Association or unit members, nor shall it be applied to reduce or restrict any right or privilege of the Association or unit members derived from other provisions of this Agreement or from law.
- 10.1.5 Both parties recognize that there may occur certain exigent circumstances when emergency action is required. Emergencies shall be limited to unforeseen events of such extreme magnitude as to make the affected provision of the contract reasonably and objectively non-performance and require action by the District in response thereto. Financial situations that could be reasonably foreseen or dealt with by the District shall not constitute an emergency under these provisions. In the event of such a bona fide emergency, performance of the affected provision of this agreement may be temporarily suspended, but the parties agree to meet and negotiate as soon as possible to arrive at a mutually agreeable solution during the emergency. Such suspension shall be terminated promptly when the emergency ends.

## ARTICLE 11. GRIEVANCE PROCEDURE

### 11.1 Definitions

11.1.1 A “Grievance” is a claim by one or more unit members, or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement, a violation of the right to fair treatment, or a violation, misapplication, or misinterpretation of any law, Board policy, or regulation.

11.1.2 The “Grievant” is the unit member, unit members, or the Association making the claim.

11.1.3 The “Immediate Supervisor” is the lowest level administrator having immediate jurisdiction over the individual grievant. In the case of the Association filing the grievance, the Superintendent will be the “immediate supervisor.”

11.1.4 A “Party of Interest” is any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

### 11.2 Purpose

11.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise affecting the welfare or working conditions of unit members and the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### 11.3 Procedure

#### 11.3.1 Informal

11.3.1.1 Prior to filing a formal written Grievance, the grievant shall attempt to resolve the issue by an informal conference with the immediate (or most appropriate) supervisor within ten (10) days after the occurrence of the act or omission giving rise to the grievance or within thirty (30) days of the time the grievant knew or could have known, or should have known, of the occurrence of the act or omission giving rise to the grievance.

#### 11.3.2 Level One Immediate Supervisor

11.3.2.1 Within thirty (30) days after the occurrence of the act or omission giving rise to the grievance or within thirty (30) days of the time the grievant knew or could have known, or should have known, of the occurrence of the act or omission giving rise to the grievance, a grievance shall be presented in writing to the immediate supervisor using the grievance form (see, Appendix D), with a copy simultaneously provided to the

Association. The immediate supervisor shall meet within three (3) days of receipt of the grievance. The immediate supervisor shall provide a written disposition of the grievance, including the reasons thereof, to all parties of interest within two (2) days of such meeting.

11.3.2.2 If the grievant and/or the Association are not satisfied with the disposition of the grievance, or if no disposition has occurred within two (2) days of such meeting or five (5) days from the date of presentation of the grievance, the grievance may be appealed to Level Two, with a copy simultaneously provided to the Association.

### 11.3.3 Level Two – Superintendent

11.3.3.1 The Superintendent or her/his designee shall meet with the grievant and/or designated Association representative within seven (7) days of receipt of the grievance appeal and shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within three (3) days of such meeting.

11.3.3.2 If the grievant and/or the Association are not satisfied with the disposition of the grievance or if no disposition has occurred within five (5) days of such a meeting or eight (8) days from the date of the receipt of the grievance at Level Two, the Grievant may request the Association to submit the grievance to arbitration.

### 11.3.4 Level Three – Mediation

11.3.4.1 If the grievant and/or the Association are not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Level Two, the grievance shall be referred to mediation.

11.3.4.2 The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service (CSMS), or from any other mutually agreeable recognized dispute resolution center, be assigned to assist the parties in the resolution of the grievance.

11.3.4.3 The mediator, within ten (10) days of the request shall meet with the grievant, the Association and the District for the purpose of resolving the grievance.

11.3.4.4 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall be non-precedential and shall constitute a settlement of the grievance.

11.3.4.5 In the event that the grievant, the Association and the Superintendent or her/his designee have not resolved the grievance with the assistance of the conciliator/mediator within ten (10) days from the first meeting held by the conciliator/mediator, the Association may terminate Level Three and the grievance may proceed to Level Four.

#### 11.3.5 Level Four – Binding Arbitration

11.3.5.1 If the Association proceeds to arbitration, it shall notify the District in writing. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate with the California State Mediation/Conciliation Service section of the Public Employee Relations Board (PERB). If the parties are unable to agree on an arbitrator, the parties shall take turns striking names from a list provided by PERB until one name remains. The Association and District shall each pay one-half (1/2) of any charges required by the arbitrator for services rendered.

11.3.5.2 The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as she/he judges to be proper. The decision of the arbitrator shall be submitted to the Association and the District and will be final and binding upon the parties.

11.3.5.3 All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by the District and the Association. All other costs, except for released-time for the grievant(s), Association representative(s), and witnesses, shall be borne by the party incurring them.

#### 11.4 Time Limits

11.4.1 Time limits provided for at each level shall begin the day following receipt of the grievance appeal or written decision.

11.4.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every effort

should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement.

11.4.3 In the event a grievance is filed at such a time that it cannot be processed through all the steps by the end of the school year, and if left unresolved harms a grievant, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

11.4.4 Grievances related to safety shall commence at the Superintendent's level.

#### 11.5 Rights of Representation

11.5.1 A grievant may be represented at all stages of the Grievance by an Association representative(s).

#### 11.6 No Reprisals

11.6.1 No reprisals of any kind will be taken by the District or by any member or representative of the administration or the Board against any grievant, any party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of participation.

#### 11.7 Miscellaneous

11.7.1 The Association, either in its own behalf or in behalf of more than one affected unit member, may initiate a grievance at Level Two.

11.7.2 If a grievance arises from action or inaction of the District at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing directly to the Superintendent and the Association with the processing of such grievance to commence at Level Two.

11.7.3 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, she/he shall be released with loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigation, meetings, or hearings as a witness will be accorded the same right.

11.7.4 All documents, communications and records dealing with the processing of grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.

11.7.5 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the District and Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

- 11.7.5.1 Upon mutual agreement of the Association and the District, a grievance may be taken directly to arbitration.
- 11.7.5.2 A unit member may at any time present grievances to the District, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with terms of the written agreement. If any employee presents a grievance on her/his own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

## ARTICLE 12. ORGANIZATIONAL SECURITY

### 12.1 Dues Deduction

12.1.1 The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from unit members.

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

12.1.1.2 With respect to all sums deducted by the District pursuant to Section 12.1.1. above, the District agrees to remit such moneys promptly to the Association accompanied by a Pay 17-A or similar document.

12.1.1.3 Transmission of Deduction: All representation fees deducted by the District pursuant to authorization by unit members will be delivered to the Association at the following address:

California Teachers Association 1705 Murchison Drive  
P.O. Box 921 Burlingame, CA 94010

12.2 An alphabetical list of unit members from whom such deductions have been made which indicates any change in personnel from the previous list will also be provided.

### 12.3 New Members:

The names of terminated or newly employed personnel who are members of the bargaining unit shall be furnished to the Association by the District within fifteen (15) duty days of ratification by the Board of employment or termination. The Association agrees promptly to furnish any information needed by the District to fulfill the provisions of this Article.

12.3.1 The following new bargaining unit member information shall be delivered to the Association president in digital Excel format, or in any other mutually-agreed upon digital format, and hard copy, no later than fifteen (15) duty days after the date of hire:

1. Name
2. Home Address
3. Phone Numbers – work, home and cellular
4. Personal (non-District) Email Addresses
5. School Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date
9. Full time Equivalent (FTE) status
10. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
11. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit “PIP” or College Internship, etc.)

12.3.2 New Bargaining Unit Member Orientation

12.3.2.1 Each time a person is newly employed in a position in the bargaining unit, the District shall inform them of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.

The District shall provide an annual new bargaining unit member orientation for all newly hired bargaining unit members to take place within seven (7) calendar days prior to the first day of classes, except when no new bargaining unit members are commencing employment at the start of a given year. Any bargaining unit member(s) hired after the start of the school year shall be provided an in-person orientation/onboarding meeting within twenty-one (21) calendar days from the date of hire. New bargaining unit members shall be paid their hourly per-diem rate, based on their annual salary, for the duration of these required orientation/onboarding meetings when orientations occur outside the contract year and/or day.

12.3.2.2 The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association president and vice president no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s) or ten (10) calendar days in advance of other orientation/onboarding meetings that may occur throughout that year. In the event the District is unable to comply with the stated advance notice, the District shall, at the request of the Association, reschedule the orientation/onboarding meeting and provide the advance notice. If, however, the District provides proof that there was an urgent

need critical to the employer's operations that was not reasonably foreseeable, the Association shall be provided as much notice as possible.

12.3.2.3 The Association shall be provided no less than thirty (30) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. Such time will not be provided at the end of a meeting day unless the Association requests to be placed at the end of the agenda. District administration shall not be present during Association time, unless the Association requests specific administrators remain present.

12.3.2.3.1 The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings and will have access to District audio visual equipment for Association presentations.

## **ARTICLE 13. ASSOCIATION RIGHTS**

13.1 The Association has the right under the Educational Employment Relations Act to represent bargaining unit members in their employment.

### 13.2 District Service

13.2.1 The Association shall have the right to use the District mail service and unit member mailboxes for communications to unit members without interference, censorship, or examination of such communications by the District.

13.2.2 The Association shall have the right to use the District electronic mail service and unit member electronic mailboxes for communications to unit members without interference, censorship, or examination of such communications by the District. The Association is aware of State and Federal laws requiring the District to archive all emails and understands that this is an ongoing process engaged in by the District.

13.2.3 The Association shall have an electronic mailbox in the District's electronic mail system.

### 13.3 Bulletin Boards

13.3.1 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each building in areas frequented by unit members.

13.3.2 The Association shall have the right to post notices of activities and matters of Association concern on electronic bulletin boards maintained by the District. Unit members shall have access to the District bulletin boards at each unit member's workstation or classroom.

### 13.4 Use of Buildings and Equipment

13.4.1 The Association shall have the right to use District buildings, sites, and equipment during all reasonable hours for meetings and other Association activities.

13.4.2 The Association shall have the right to use District educational technology equipment and/or studios so long as such use does not interfere with the District's regular instructional program. In the event any cost accrues to the District under this provision, the Association shall reimburse the District that cost.

### 13.5 Access to Worksite

13.5.1 Authorize representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at all

reasonable times provided that such activities or use do not interfere with classroom instruction.

### 13.6 Access to Information

13.6.1 The District, upon request by the Association, agrees to furnish to the Association, within five (5) days, all available information concerning the financial resources and certificated and classified staffing of the District. Such information shall include, but not be limited to, annual financial reports and audits, budgets, interim reports, J-90-s, assignment location of certificated personnel, tentative budgetary requirements and allocations, agenda and minutes of all Board meetings and all attachments thereto at the time of distribution to the Board, census and membership data, names, addresses and phone numbers of all unit members, salaries, benefits, and stipends paid thereto, educational background, longevity, and other employee information that may be used in representing unit members. In addition, the District, upon request, agrees to provide any other information the Association deems necessary to fulfill its role as exclusive representative. In addition, such information, by request of the Association, shall be supplied via electronic means if the District keeps such data in electronic format.

### 13.7 Appointment to District and Joint Committees

13.7.1 The Association shall select unit member representatives to all District committees.

13.7.2 The Association shall select unit member representatives to all Association/District joint committees.

### 13.8 Release Time

13.8.1 The Association President or designee(s) shall be provided release time as per Article 18.13.

13.8.2 Bargaining team members shall be provided release time for negotiations at no loss of salary and other benefits.

13.8.3 Grievants, witnesses, and Association representatives shall be provided release time for grievance processing at no loss of salary or other benefits.

### 13.9 Association Day

13.9.1 Except as noted in 13.9.3 below, each Wednesday of the month is designated as Association Day. On said day, Association meetings may be held during on the following times:

a) The thirty minutes before school starts; or

b) The thirty minutes after school ends.

13.9.2 All unit members may attend except those with scheduled supervision duties or paid or unpaid extra-curricular activities.

13.9.3 In the week in which the regular Board meeting is scheduled, the Association Day shall be the day prior to the day of the scheduled Board meeting.

## **ARTICLE 14. ASSIGNMENT, REASSIGNMENT, AND TRANSFER**

### 14.1 Definitions

14.1.1 Transfer shall mean a change of work location between schools or other educational facilities within the District. (Upper Lake Elementary School, Upper Lake Middle School and Upper Lake High School shall be considered separate worksites. In addition, Community Day School and Clover Valley shall be considered separate worksites; however, no one shall be transferred to these sites without their permission.) [E.C. 58503] The transfer may include a change in grades or subject area as long as the move involves changing worksites.

14.1.2 Reassignment means a change of assignment within a work location-from one subject area to another subject area, one grade level to another grade level.

14.1.3 A voluntary transfer or reassignment is one in which the transfer or reassignment proceedings are initiated by the unit member.

### 14.2 Voluntary Transfer/Reassignment

14.2.1 A unit member may submit a request for transfer/reassignment to the District at any time, whether or not a vacancy exists. A unit member may also submit a request for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article.

14.2.2 Transfers shall be made by the Superintendent according to the needs of the District and the pupils therein, using the criteria in 14.2.2.1 as a basis for making the decision. The Superintendent's determination may be appealed to the Board. The Board's determination on the matter shall be final. Reassignments shall be recommended by the principal and made by the Superintendent according to the needs of the District and the pupils therein.

14.2.2.1 The educational needs of the District.

Unit member meets certification requirements. Formal evaluation and/or recommendations.

Interview.

14.2.2.2 District seniority (all other factors being even, the most senior unit member shall be transferred).

14.3 The wishes of the individual unit member shall be considered to the extent that the transfer does not conflict with the instructional needs of the District and the best interests of the students.

14.3.1 A transfer or reassignment request shall not be denied arbitrarily, capriciously, or without basis in fact.

14.3.2 If a unit member's request for a voluntary transfer or reassignment is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting, the unit member may request and shall receive written reasons for the denial.

14.3.3 If the unit member requests that her/his application for transfer be kept confidential, the supervisor at her/his worksite shall not be notified by the District of the application.

14.3.4 Unit members returning from leave shall be afforded all rights provided under this section.

#### 14.4 Involuntary Transfer/Reassignment

14.4.1 Involuntary transfer/reassignment may be made when the Superintendent determines the transfer/reassignment to be in the best legitimate interests of the students. Examples of reasons which are the best legitimate interests of the students are as follows:

14.4.1.1 An increase/decrease in the number of pupils which requires an increase/decrease in the number of unit members;

14.4.1.2 Class size issues;

14.4.1.3 Reduction or elimination of program(s) and/or funding;

14.4.1.4 Worksite closings.

14.4.1.5 Before a transfer/reassignment based upon evaluation takes place, the following must occur:

- a. Three (3) consecutive observations in the present year's evaluation cycle must have been made and must have been negative.
- b. The problems cited in the evaluations must have been discussed with the teacher.
- c. At least three (3) days must have elapsed between evaluations.
- d. If the evaluations indicated incompetence, recommendations and help must have been given the teacher. Recommendation shall include Peer Assistance if available.
- e. The teacher has not improved to a level of satisfactory performance.
- f. A discussion with the teacher about transfer/reassignment has occurred and a determination has been made by the Superintendent that a transfer/reassignment would be the best method to solve the problem.

- 14.4.1.6 Substantiated sexual harassment charges against the teacher transferred, making the transfer necessary in order to protect the rights of another teacher or employee.
- 14.4.1.7 If the teacher's class is moved to another location.
- 14.4.1.8 On a temporary basis pending filing of charges of dismissal for any reasons set forth in Education Code 44932.
- 14.4.2 The District shall not involuntarily transfer/reassign a unit member until it has considered qualified volunteers and would normally select a volunteer unless it is not in the best interests of the students to do so.
- 14.4.3 The determination as to who is involuntarily transferred/reassigned shall be made by the Superintendent, using the following criteria as a basis for making the selection:
  - 14.4.3.1 The educational needs of the District as determined by the qualifications of the unit members in relation to the needs of the teaching positions. For the purpose of this section, qualifications means the credential required to perform assigned duties or grade level or subject area specialty/experience.
  - 14.4.3.2 Education training and highly qualified teacher requirements as related to the position.
  - 14.4.3.3 Experience in teaching the specified grade/subject matter as related to the position.
  - 14.4.3.4 Formal evaluations and/or recommendations.
  - 14.4.3.5 Interview.
  - 14.4.3.6 Seniority (all other factors being equal, the unit member with the least District seniority shall be transferred/reassigned).
- 14.4.4 Involuntary transfers/reassignments shall not be punitive or disciplinary in nature (with the possible exception of transfers in accordance with Section 14.4.1.6); however, nothing in this Agreement shall prevent the Superintendent from removing a unit member from a classroom if he/she determines it is necessary while conducting an investigation.
- 14.4.5 A unit member involuntarily transferred or reassigned shall, upon request, be granted a meeting with the Superintendent and/or administrator who made the final decision and discuss the reasons for the transfer/reassignment. Following the

meeting, the unit member may request and shall receive written reasons for the move.

14.4.6 If once involuntarily transferred, unit members shall not be involuntarily transferred again for at least three (3) years, except for reasons outlined in 14.4.1.6.

14.4.7 Unit members returning from leave shall be afforded all rights provided under this section.

14.5 Unit members who are transferred/reassigned during the work year or within two weeks prior to the beginning of school shall be allowed up to four (4) days of paid release time. Up to four (4) days at the daily rate will be paid to a unit member if the move takes place over non-contracted days (summer break). The District shall provide assistance in moving the unit member's material whenever a unit member is transferred/reassigned.

14.5.1 Unit Members required to move due to construction shall be afforded the same provision as above.

#### 14.6 Notification of Assignment

Each unit member shall be given written notice not later than May 15 of the next year's tentative assignment, and one week prior to the start of school the final assignment. Such notice shall specify the building, grade, grade level, subject area and position to which the unit member will be assigned. In addition, such notice shall explain the nature of special problems which may be experienced by pupils assigned to the unit member.

##### 14.6.1 Assignment Limitations

14.6.1.1 Unit Members shall be assigned only to positions for which they hold a valid California credential and for which they are qualified.

14.6.1.2 At a Unit Member's sole discretion, the Unit Member may agree to an assignment outside the Unit Member's credential authorization(s), providing that the District shall secure all the necessary waivers, emergency credentials, and the District committee on assignments approval.

14.6.1.3 At the end of a school year, the Unit Member, at her/his sole discretion, may withdraw from the voluntary assignment referred to in Section 14.6.1.2 above. Subsequently, the Unit Member shall be assigned in accordance with Section 14.6.1.1 above.

14.6.2 Multi-site assignment – Any unit member assigned to more than one site shall be paid a Class 3 stipend per Appendix B – Stipend/Extra Duty Schedule.

## 14.7 Vacancies

14.7.1 A vacancy is any vacated or newly created position.

14.7.2 The Superintendent shall deliver to the Association and post in all school buildings on the Association bulletin board for ten (10) working days a list of all vacancies and new positions which occur during the school year, and for the coming school year, upon knowledge of the vacancies.

14.7.3 The closing date should be ten (10) days following the posting, unless school is in session or will commence sooner than ten (10) days, in which case five (5) days shall be deemed sufficient.

14.7.4 No assignment to fill the vacancy shall be made until after the closing date.

14.7.5 The District shall, upon request by a unit member, notify that unit member by email (or mail if requested) of any posted openings which may arise during the summer recess, intersession or a period of leave. The unit member's request must be in writing and must include a mailing address.

14.7.6 The District shall, upon request of the unit member, deliver in writing the reasons for the Unit Member not receiving the vacancy.

14.7.7 All appropriate transfer requests shall be considered prior to filling a vacant position.

## 14.8 Seniority

14.8.1 Seniority for this section is defined as the unit member's initial date of service in the bargaining unit.

14.8.2 Unit members with the same initial date of service shall have their seniority number determined first by criteria established by the District and by lot should a tie remain.

14.8.2.1 The lottery shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine a unit member's seniority, that seniority shall remain in effect while in the service of the District.

14.8.3 A unit member on a District approved leave of absence other than to a non-bargaining unit position shall continue to earn seniority while on leave.

14.8.4 A unit member's seniority shall accrue during layoff.

## ARTICLE 15. EVALUATIONS

The purpose of the evaluation process is to celebrate an individual's excellence in teaching and professional contribution and encourage professional development. In addition, it will establish the process of continuous improvement, promote personal accountability, and provide for due process.

Within this context, evaluation is a cooperative and continuous process aimed at recognizing successes and improving and maintaining quality educational programs while serving as an essential component in the professional development of certificated personnel.

- 15.0 Bargaining unit members who are being evaluated will be notified in writing within the first four weeks of their evaluation year. Notification will be given through either a written memo or e-mail.
- 15.1 For each year in which the bargaining unit member is to be evaluated, and not later than the end of the 7th school week, each site or department administrator will meet individually with the bargaining unit members, being evaluated that year to review standards-based, individualized Goals and Objectives for the school year.
- 15.2 Evaluation will be based on the current California Standards for the Teaching Profession (CSTP).
  - 15.2.1 During the Goals and Objectives conference, the bargaining unit member being evaluated shall discuss with the administrator specific teaching strategies and evidence that will be used to measure success within each standard.
  - 15.2.2 Within fifteen (15) working days following the Goals and Objectives conference, the administrator shall provide a written summary of the conference to the bargaining unit member being evaluated for the bargaining unit member's signature. The summary will consist of, but is not limited to the specific teaching strategies discussed and the evidence that will be used to measure success within each standard.
- 15.3 Observation and Evaluation
  - 15.3.1 The purpose of the evaluation document is to:
    - 15.3.1.1 To recognize excellence in teaching, provide commendations, and offer positive feedback when applicable.
    - 15.3.1.2 Provide meaningful feedback to bargaining unit members so that Standards that are evaluated as less than "satisfactory" and support bargaining unit members to develop a success plan.
    - 15.3.1.3 Provide documentation of support for such growth.

15.3.2 Formal observations shall last for not less than thirty (30) minutes. They shall be followed by a conference within ten (10) school days in which the administrator and the bargaining unit member shall review the observation summary.

15.3.2.1 The first observation shall be announced.

15.4 Observation timeline

15.4.1 Bargaining unit members may be formally observed (3) times and evaluated two (2) times during a school year according to 15.4.2.

15.4.2 The evaluation process of bargaining unit members shall follow the schedule set forth in the following table.

| <b>Activity</b>   | <b>Must be completed <u>by</u> the end of the week designated below</b> |
|---|---|
| <b>Standards and Conference</b>   | <b>Week 7</b>   |
| <b>First Classroom Observation</b>  | <b>Week 10</b>  |
| <b>Second Classroom Observation</b>   | <b>Week 14</b>  |
| <b>First Evaluation Conference</b>  | <b>Week 16</b>  |
| <b>Third Classroom Observation</b><br>If Teacher and Administrator agree, and Teacher is Permanent and ranked as proficient, this observation is Optional.  | <b>Week 22</b>  |
| <b>Second Evaluation Probationary</b>   | <b>Week 27</b>  |
| <b>Second Evaluation Conference</b><br>If Teacher and Administrator agree, and Teacher is Permanent and ranked as proficient, this observation is Optional. | <b>Week 30</b>  |

15.4.3 Due to unforeseen circumstances, (medical, leave etc.), adjustments causing a delay in the schedule, will be determined by the administrator, taking into account the needs of the bargaining unit member. The new observation/conference schedule shall be provided in writing (memo or email) by the administrator to the bargaining unit member. Rescheduling must occur prior to the next activity listed in the timeline in 15.4.2.

15.4.4 Within fifteen (15) working days after the evaluation conference, a signed copy of the evaluation shall be provided to the bargaining member.

15.5 Bargaining Unit Members

15.5.1 Permanent bargaining unit members shall be formally observed and evaluated every two (2) years. Probationary bargaining unit members shall be formally observed and evaluated every year until permanent status is achieved.

- 15.5.1.1 Bargaining unit members who have received one overall rating of “distinguished” after gaining permanent status and subsequently serving in the district a minimum of 5 years, may have the following formal observation and evaluation deferred for up to five (5) years if approved by the Executive Cabinet (Superintendent, Human Resources, and Educational Services). The bargaining unit member will present their alternative growth plan to the Executive Cabinet for approval.
- 15.5.1.2 Administrators may choose to formally observe and evaluate any bargaining unit member annually.
- 15.5.1.3 Unless referred to or voluntarily accepted into Peer Assistance and Review (PAR), a permanent bargaining unit member who has received an overall rating of “needs improvement” or “unsatisfactory” shall have an annual evaluation until the evaluation is no longer overall “needs improvement” or “unsatisfactory” or the bargaining unit member separates from the District.

## 15.6 Evaluation Document

- 15.6.1 The evaluation shall focus on the bargaining unit member’s progress toward meeting the CSTP.
- 15.6.2 In preparing the final evaluation document, the administrator shall rely upon the following:
  - 15.6.2.1 Data collected through formal and informal classroom observations of the bargaining unit member’s performance,
  - 15.6.2.2 The bargaining unit member’s effectiveness in meeting timelines where applicable, and,
  - 15.6.2.3 The discussions in observation and evaluation conferences.
  - 15.6.2.4 Any deficiencies that may have been brought to the attention of the unit member, and subsequently corrected shall not be included in the final evaluation document except for the purpose of demonstrating growth.
- 15.6.3 The bargaining unit member shall have the opportunity to respond in writing to any area of formal evaluation.
  - 15.6.3.1 The response must be filed within ten (10) days of the written evaluation and shall become a permanent attachment to the copy of the evaluation in the bargaining unit member’s file.

15.6.3.2 After receiving a copy of the bargaining unit member's response, the administrator may elect to modify or correct the evaluation document before it is placed in the bargaining unit member's personnel file. The bargaining unit member shall be given a copy of any modification or correction made by the administrator.

## 15.7 Growth

15.7.1 If the bargaining unit member receives an overall rating of "needs improvement" or "unsatisfactory" in the written evaluation document, a support plan must be completed for each standard assessed as "needs improvement" or "unsatisfactory" and discussed with the bargaining unit member during the evaluation conference.

15.7.2 The support plan document may identify some of these appropriate supports, including but not limited to the following areas:

- (A) Evidence of growth needs based on observations of bargaining unit members' lack of consistent progress toward the standard.
- (B) Recommendations for improvement.
- (C) District assistance to be provided for implementing such recommendations.
- (D) Materials to be provided to the bargaining unit member, at no cost to the bargaining unit member, to assist in the growth process.
- (E) Time schedule for monitoring progress toward meeting the standard.
- (F) Method for communicating progress to the bargaining unit member.
- (G) Administrative support to be provided for implementation of growth.

15.7.3 The administrator's role to assist the unit member may include, but not be limited to, the following:

- (A) Making recommendations for improvement in the areas of the agreed-upon standards, based on observations during the evaluation process.
- (B) Providing assistance in implementing the growth process.
- (C) Securing and coordinating assistance as delineated in the support plan document.
- (D) Providing additional resources, without cost to the unit member, to be utilized to assist with improvements.
- (E) Monitoring and assessing the improvement in the bargaining unit member's performance.
- (F) Communicating the progress, or lack thereof, to the bargaining unit member.

## 15.8 Overall Evaluation

A bargaining unit member who receives an overall evaluation other than "proficient" or "distinguished" may, upon written request, be entitled to receive two (2) additional

observations, two (2) conferences, and one (1) additional written evaluation by an administrator not assigned to the bargaining unit member's site or department.

15.8.1 The written request must be made no later than ten (10) working days following the receipt of the initial evaluation.

15.8.2 For each evaluation cycle, there may be only one (1) such request made.

15.8.3 Following the final evaluation conference and prior to the last workday of the school year, bargaining unit members who are recommended to the PAR (Peer Assistance and Review) Process, shall be informed in writing (memo or email) by their administrator.

15.8.4 The bargaining unit member shall take affirmative action to correct any cited deficiencies based on the support plan document.

15.8.5 The original completed evaluation and observation forms will be submitted to the Human Resources Office.

## ARTICLE 16. HOURS AND ADJUNCT DUTIES

### 16.1 Work Year

16.1.1 The work year shall be 183 days, utilized as follows:

16.1.1.1 180 of those days shall be instructional days.

16.1.1.2 Unit members shall report for two (2) non-instructional days directly prior to and contiguous with the beginning of the instructional year, and one (1) non-instructional day during the instructional year or directly after the instructional days are completed as designated on the adopted school calendar. Although there is no formal check-out date, each teacher is responsible for checking out at the end of the year. The Unit Member shall complete their school register, cum folders, other records, and check-out procedures as established by the administration.

16.1.1.2.1 On these three (3) non-instructional days, at most three (3) hours may be used for District/site meetings/professional development, and the rest must be dedicated to time for teacher preparation. Site administration will consult with site teacher leaders on the agendas for the time allotted.

16.1.1.2.2 An additional fourth day shall be assigned to new hires at the beginning of the year at their regular daily rate of pay.

16.1.1.3 During the first week of school, the remaining contracted time after the release of students shall be uninterrupted classroom work time; unless the majority of teaching staff agrees that a staff meeting is necessary. The District shall make every effort to allow for three (3) minimum days during the first week of school.

16.1.2 The District shall consult with the Association President prior to the adoption of the school calendar and prior to any subsequent changes thereto.

16.1.3 Minimum days, being important for the effectiveness and continuity of instruction shall be considered for inclusion in the school calendar, and if included, shall be used for professional development, collaborative meeting, articulation, and planning, not including parent-teacher conference days.

16.2 Length of Workday

16.2.1 The workday for unit members shall be seven (7) hours, exclusive of, at minimum, a thirty (30) minute duty-free lunch period. The workday shall begin twenty (20) minutes before the pupil's instructional day.

16.2.2 Elementary Specific

16.2.2.1 The workday shall be described above except that:

16.2.2.2 Recess time shall be adjusted to give all teachers a forty (40) minute duty-free lunch.

16.2.2.2.1 On inclement weather days, the lunch period may be reduced to thirty (30) minutes in order to provide shelter to the pupils.

16.2.3 On days when unit members are required to return for an evening meeting, i.e., Open House, Back-to-School Night, or similar event, unit members shall be permitted to leave school at the end of the pupil instructional day. Members agreeing to work beyond 9:30 p.m. on weekdays or on weekends shall be paid at their daily rate, unless prior arrangements are made, i.e. overnight trips.

16.2.4 One (1) day per week may be a shortened day for pupils. Unit members shall utilize the remainder of the regular workday for professional development, faculty meetings, IEP team meetings, meetings with parents and/or staff members, and/or planning and preparation.

16.2.5 During the hours of employment, the unit members shall remain on the school premises unless permission to leave has been given by the site administrator, his/her designee, or the Superintendent.

16.3 Work Load

16.3.1 The hours of employment for unit members shall minimally include the following numbers of student instructional minutes annually (this does not preclude minimum days):

|          |              |        |                     |
|----------|--------------|--------|---------------------|
| 16.3.1.1 | Kindergarten | 36,000 | (200 daily average) |
| 16.3.1.2 | Grades 1-3   | 50,400 | (280 daily average) |
| 16.3.1.3 | Grades 4-8   | 54,000 | (300 daily average) |
| 16.3.1.4 | Grades 9-12  | 64,800 | (360 daily average) |

## 16.4 Adjunct Duties

- 16.4.1 Adjunct Duty is defined to mean activities that are additional to a teacher's primary duties, i.e. activities not pertaining to a teacher's specific classroom duties (excluding Back to School Night and Open House).
- 16.4.2 Teachers shall work such additional hours as the District shall designate, not to exceed six (6) hours in any one (1) school calendar month, or thirty-five (35) hours in any one (1) school year, for the purposes of meetings or school activities outside of the 7-hour workday. Examples of school activities are athletic games, book fair, college nights, dances, fundraisers, SST/504/IEP meetings, recess/lunch/bus duty, etc.

At the beginning of each school year, teachers will receive a list of adjunct duties opportunities to sign up for that are developed by admin and site leadership. Adjunct duty lists shall be revisited monthly by sites. Choice is an integral element to address the needs of our staff and students.

Except for meetings called to respond to an emergency situation, unit members will be given at least seven (7) days prior written notice of the meeting. Staff development may be held during these hours provided that staff development is on the meeting agenda.

IEPs/504s are not subject to the limitations of this article.

Staff will record their engagement in adjunct duties and will alert the site administrator if they are approaching the limit of their assigned duties.

- 16.4.3 All adjunct duties within the workday, which do not require full faculty participation, shall be equitably distributed among unit members. Sites will individually track duties that are assigned, and reconcile with individual unit members as required.
- 16.4.4 Any services by a unit member beyond the contractually specified time, shall be on a voluntary basis and/or paid at the hourly rate of pay.
- 16.4.4.1 Employees at multiple sites are only required to do one Back-to-School Night and one Open House as described in 16.4.2. The selection of which shall be made between the employee and site administrators. An employee who agrees to attend more than one Back-to-School Night or one Open House shall be paid per 16.4.4 above.
- 16.4.5 It is recognized that unit members traditionally must spend time outside of the classroom to prepare lessons and grade papers and that is part of the normal duties of a unit member for which the established salary is paid.

## 16.5 Preparation Time

16.5.1 All middle school and high school unit members shall be assigned a preparation period. The preparation period shall be the same length as the regular class period.

16.5.2 With the exception of minimum days, all unit members shall have at least fifty (50) minutes of, uninterrupted contiguous time per day for preparation and planning.

16.5.2.1 Administration will work with site leadership (site leadership defined in 16.4.2) to develop staff meeting/professional development schedule for the year. Staff members may voluntarily agree to meet with site administrators and/or others during this time. This excludes emergency meetings as per 16.4.2.

16.5.3 The District shall make a concerted effort to provide a substitute teacher upon a unit member's absence. When the District does not provide a substitute teacher, and a unit member must take over the responsibilities that the substitute teacher would have fulfilled, the unit member will be paid \$50 per hour.

High School and Middle School - based on period minutes as well as passing time from classroom to classroom/site to site. If a teacher is substituting multiple classes in the same period then they will be compensated with an additional \$30 per one-seventh.

Self-contained classroom teachers will attempt to equally split the number of pupils in the class void of a substitute. Each teacher will receive an additional \$30 per one-seventh.

16.5.4 Unit members who travel from one school to another on a regular basis shall have the same rights to a planning/preparation period, lunch period, and physical relief breaks as do other unit members. Adequate time to travel between sites shall be provided. Further, unit members shall be reimbursed for actual miles driven between sites at the current IRS mileage rate. In addition, unit members who serve more than one (1) site shall be afforded the following conditions at each site served:

16.5.4.1 Adequate work space with appropriate lighting and ventilation.

16.5.4.2 Instructional materials and appropriate supplies to perform assigned duties.

16.5.4.3 Equipment, materials, and supplies specific to special needs programs.

16.5.4.4 A desk, lockable filing cabinet, and storage space.

## 16.6 Participation in Committees

16.6.1 Unit member participation on all District committees shall be on a voluntary basis/or assignment shall be counted as an adjunct duty. Districts and Sites will be mindful to include Association participation in decision-making that affects unit member's working conditions, practices, responsibilities or interactions with families, etc.

16.6.2 Unit members shall be appointed by the Association to participate in on-site or District committees or other committees as required by law. Unit members shall be granted release time during their workday at no loss of pay or benefits to fulfill the obligations of their appointment.

If the committee meetings are held outside the workday, unit members shall be paid the hourly rate of pay.

16.6.3 Unit Members who are elected to School Site Councils pursuant to Education Code section 52852 shall be granted release time during their workday at no loss of pay or benefits to fulfill the obligations of their appointment. When committee meetings are held outside the workday, the Unit Members shall be paid the hourly rate of pay, or choose to have them count toward adjunct duties.

## 16.7 Middle/High School Specific

16.7.1 If a teacher (Middle School or High School) has four (4) or more different classes they teach, they will receive the following:

- 1) One personal or compensation day per semester.
- 2) Priority in selecting tutors that will be given to their classrooms

16.8 Required Department Chair or Grade Level Lead meetings shall not exceed one in any month.

16.9 The District shall provide for the conduct of regular department/grade level meetings for purposes of curriculum evaluation, articulation, revision, and working with budget and supplies. These meetings may be held within contractual hours and will be compensated at an hourly rate if held before or after members' contractual hours at the certificated hourly rate. Methods of implementing these meetings could include, but not be limited to, the use of in-service time, release time using substitutes, and/or early student release.

## 16.10 Part-Time Employment / Full-Time Retirement Credit

16.10.1 Bargaining unit members at their own option and subject to District approval, may, under the following conditions, elect to reduce their workload from full-time to part-time and receive full credit toward retirement.

- 16.10.1.1 Unit members must have been employed full-time in the District in a position requiring certification for at least ten (10) years, of which the five (5) years immediately preceding were full-time employment. Sabbaticals and other approved leaves do not constitute a break in service; however, such leave is not used to compute the five (5) years of full-time service requirement prior to entering the program.
- 16.10.1.2 Unit members must have reached age fifty-five (55) prior to reduction in workload; however, unit members may not be older than age sixty-five (65). Unit members in the program who reach sixty-five (65) years of age during a school year may continue on a part-time basis through that school year.
- 16.10.1.3 The option of part-time employment must be exercised at the request of the unit member and can be revoked only with the mutual consent of employer and unit member.
- 16.10.1.4 Unit members shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which unit member makes payments that would be required if he/she remained under full-time employment.
- 16.10.1.5 Unit members shall receive full health benefits, as provided in the teaching contract, in the same manner as a full-time unit member.
- 16.10.1.6 Minimum part-time employment shall be equivalent to one-half (1/2) the number of days of service required by the unit member's contract of employment during the final year of service in a full-time position.
- 16.10.1.7 A unit member who meets the minimum qualifications and participating requirements is entitled to receive a full year of service credit and have the retirement allowance, as well as any other benefits, based upon the salary that would have been received if employment was on a full-time basis. Unit member failing to meet all of the above requirements will receive only that service credit based on the ratio of earnings to earnable salary and will not receive service credit that would have been received if employed on a full-time basis.
- 16.10.1.8 This option is limited to certificated unit members who do not hold positions with salaries above that of a school principal.
- 16.10.1.9 This option is limited to a period of ten (10) years of such part-time status.

- 16.10.1.10 A unit member who chooses this option and the District shall contribute to the State Teachers Retirement Fund the amount that would have been contributed if employed on a full-time basis. Part-time status shall be based on a full school year, with minimum compensation paid on time worked equal to no less than one-half time.
- 16.10.1.11 Eligibility for placement in the program will be determined by the District on an individual basis, considering subject areas, enrollments, etc.
- 16.10.1.12 Part-time certificated personnel are responsible for attending faculty meetings and pre-school meetings. They are also to assume the same portion of “other duties” (supervision, etc.) equal to their teaching obligation factor. The principal may modify these requirements according to the specific situation.
- 16.10.1.13 Ninety (90) days of service, exclusive of sick leave, bereavement leave or personal necessity leave, are required in this program.
- 16.10.1.14 Unit members may resign any time, subject to the provisions of 16.10.1.3 above, but may not return to full-time employment in the District. Participation is limited to ten (10) years. At the end of the ten-year, part-time employment period, a unit member is required to submit a resignation. Unit members may resign prior to the end of the ten-year, part-time employment period.

## ARTICLE 17. SAFETY

### 17.1 Student Behavior

- 17.1.1 Abuse of unit members or assault and/or battery upon unit members at any time or place shall constitute good cause for suspension or expulsion of the student from school in accordance with state law and District policy. The unit member may participate in development of any remedial program for the pupil.
- 17.1.2 Whenever any unit member is attacked, assaulted, or menaced by a pupil, it shall be the duty of that unit member and his/her immediate supervisor to promptly make a report to the appropriate law enforcement agency. [E.C. §44014]
- 17.1.3 When, in the judgment of a unit member, the continued presence in class of a pupil represents a physical danger to the unit member, he/she may institute proceedings for the consideration of the pupil's exclusion from school. The Superintendent or designee will then take action in accordance with the District's student discipline procedure.
- 17.1.4 A written description of the rights and duties of unit members in respect to student discipline, and the rights of suspended students shall be presented to each unit member in writing before the first day of school.
- 17.1.5 A unit member may use reasonable force to protect himself/herself in the performance of his/her duties.
- 17.1.6 If criminal or civil proceedings are brought against a unit member alleging that the unit member committed an assault in connection with his/her employment, such unit member may request the Governing Board to furnish legal counsel to defend the unit member in any civil action or proceeding brought against the unit member within the limits set by law.
- 17.1.7 If a unit member believes they have been subjected to verbal assault by a pupil or parent, they may request a meeting with their site administrator to discuss the incident and resolution. The unit member may have union representation during this meeting, at their option.

### 17.2 Workers' Compensation and Other Insurance

The parties recognize that workers' compensation insurance provides reimbursement to any unit member for the cost of medical, surgical, or hospital services incurred as a result of any injury sustained in the course of employment. Should the cost of medical, surgical, or hospital services incurred as a result of any injury sustained by a unit member in the course and scope of employment not be reimbursed by workers' compensation, health insurance, or other insurance, the Board shall reimburse the unit member for the cost of medical, surgical, or hospital services, provided the Workers' Compensation Appeals

Board (WCAB) sustains the employee's Application for Adjudication of Claims. Any decision from the WCAB is to be considered final as to whether or not the injury is a type of injury incurred within the course and scope of employment as to require employer reimbursement and as to the amount of the medical, surgical, or hospital services incurred.

17.3 Unsafe Conditions

The District will neither require unit members to work under unsafe conditions nor require them to perform tasks which may endanger their health or safety, as determined by mutual agreement. If mutual agreement cannot be reached, a qualified inspector will be summoned within 24 hours to determine necessary action. Both parties will abide by the inspector's decision as to whether the condition is unsafe or unhealthy.

17.4. Noise

Noise level at any work station shall not be such that the health or safety of the unit member might be adversely affected, as determined by mutual agreement. If mutual agreement cannot be reached, a qualified inspector will be summoned within 24 hours to determine necessary action. Both parties will abide by the inspector's decision as to whether the condition is unsafe or unhealthy.

17.5 TB Examination

Tuberculosis risk assessments shall be required every four (4) years, as required by Education Code section 49406. Should risk factors be identified, the type of examination shall be determined by the unit member from medically accepted tests, intradermal tubercular or x-ray within the requirements of state law.

17.6 Maintaining the Educational Environment

17.6.1 The parties recognize that education needs to take place in a comfortable learning environment.

17.6.2 Should an emergency arise resulting in temperature exceeding 84 degrees Fahrenheit in the classrooms, or falling below 60 degrees Fahrenheit, representatives of the Association shall consult with the Superintendent or principal regarding an immediate solution to this problem. During said consultation, the parties shall consider the possibility of using alternative teaching stations as one potential solution to the problem.

17.7 Reporting Hazards

Unit members have the right and obligation to refer unsafe or unhealthful conditions or hazardous assigned tasks in writing to the administration, sending a copy to the Association. If mutual agreement cannot be reached, a qualified inspector shall be

summoned within 24 hours to determine necessary action. Both parties will abide by the inspector's decision as to whether the condition is unsafe, unhealthy, or hazardous.

## 17.8 Pupil Transportation

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

17.8.1 Should the District request or require that a unit member transport a pupil or pupils in a vehicle owned by the District, the District shall provide full primary liability coverage for any liability which may occur during such assignment. Unit members shall be provided with documentation of primary liability coverage which shall be carried in the vehicle during such assignment.

## 17.9 School Events

17.9.1 At school events where large numbers of non-students are expected and risk of confrontation exists, at the discretion of the District, security personnel may be hired for the purpose of assisting, supporting, and protecting on-duty unit members. Unit members are expected to observe, evaluate, and if appropriate, direct non-student behavior and summon security personnel for assistance if necessary.

17.9.2 Should the Association believe that the hiring of security personnel is necessary; the Association shall consult with the Superintendent regarding said hiring prior to the event. Should the Superintendent decide not to hire security personnel subsequent to the consultation, an administrator shall attend the event.

17.9.3 Unit members are not expected to become engaged in confrontations at school events which could lead to bodily injury.

## ARTICLE 18. LEAVES

### 18.1 Leave Rights

18.1.1 The benefits in this Article are benefits which are in addition to statutory leave benefits and it is understood and agreed that all statutory leave benefits are incorporated into this Agreement by reference as if fully set forth herein.

18.1.2 Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, and retirement credit in the same amounts as if they were not on leave. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed continued benefits at their own expense.

18.1.3 A Unit member returning from any type of paid leave shall be entitled to return to the same position and assignment she/he had prior to the leave. A unit member returning from any type of unpaid leave shall be entitled to return to the same position and assignment she/he had prior to the leave unless that position was filled in her/his absence with a permanent or probationary unit member, and in such case the returning unit member shall be entitled to an equivalent position.

### 18.2 Sick Leave

18.2.1 Unit members employed on a full-time basis shall be entitled to ten (10) days per school year of sick leave available to the unit member from the first workday of each year. Sick leave may be used by the unit member for illness, injury, or quarantine of the unit member or the unit member's immediate family. Sick leave that is not used shall accumulate from year-to-year without limit.

18.2.1.1 Unit members may take sick leave in full or partial day increments.

18.2.2 Unit members who work less than full-time shall be entitled to accumulate and use sick leave for all such service at a rate that is in the same proportion to the full-time entitlement as their part-time employment bears to full-time employment.

18.2.2.1 A Unit Member who works, for instance, 70% of every day would receive ten (10) .7 (70%) days.

18.2.2.2 A Unit Member who works, for instance, three days per week would receive 60% (.6) of ten (10) days or six (6) days.

18.2.3 In addition to all sick leave entitlement a unit member may accumulate with the District, she/he shall also be entitled to all unused sick leave which may have

been accumulated while employed in a position requiring certification qualifications with another public-school district.

18.2.4 The District shall provide each unit member with an accounting of the number of days of sick leave he/she has accumulated, plus the number of days to which the unit member is entitled for the current school year. The District shall provide an accounting of such days to unit members by November 1 of each year.

18.2.5 Upon exhaustion of all accumulated sick leave, a unit member who would otherwise qualify for sick leave under the provisions of this Article shall receive, for up to one hundred (100) days, the difference between her/his pay and the amount actually paid a substitute, or, if no substitute has been employed, the amount that would have been paid a substitute, or fifty percent (50%) pay, whichever is greater. An employee shall not be provided more than one such differential pay leave per illness or accident; however, if a school year terminates before the 100-day period is exhausted; the employee may take the balance of the time in the subsequent school year.

18.2.6 Unit members may use accumulated sick leave as set forth in this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from. The length of such sick leave, including the date on which the leave is to begin and the date on which the duties are to be resumed, shall be determined by the unit member and physician.

### 18.3 Maternity / Paternity Leave

18.3.1 Five (5) days of leave with pay will be granted to a unit member upon the occasion of the birth or adoption of the unit member's child.

18.3.2 Additionally, during each school year, when a person employed in a position requiring certification qualifications has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of maternity or paternity leave pursuant to Section 12945.2 of the Government Code for a period of up to 12 school weeks, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him or her for any of the additional 12 weeks in which the absence occurs shall not exceed the differential pay defined as the difference between her/his pay and the amount actually paid a substitute, or, if no substitute has been employed, the amount that would have been paid a substitute, or fifty percent (50%) pay, whichever is greater.

18.3.3 The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of maternity or paternity leave pursuant to Section 12945.2 of the Government Code.

18.3.4 An employee shall not be provided more than one 12-week period per maternity or paternity leave. However, if a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.

18.3.5 For purposes of this section, “maternity or paternity leave” means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

#### 18.4 Family Care Leave

18.4.1 The District shall provide a unit member, upon request, Family Care and Medical Leave under the Family and Medical Leave Act of California Family Rights Act and in accordance with this Article.

##### 18.4.2 Eligibility

18.4.2.1 All unit members are eligible for leave under this Article.

18.4.2.2 Leave under this Article shall be granted upon request of a unit member, whenever in the judgment of the unit member she/he needs leave because of the unit member’s serious health condition, the serious health condition of a member of the unit member’s family, the birth of a child of the unit member, or placement of a child with a unit member in connection with adoption or foster care of the child by the unit member.

18.4.2.3 As used in this Article, “family” includes all persons listed in Article 4 of the Agreement – Definitions, and “serious health condition” is any illness, injury, impairment, or physical or mental condition that either involves inpatient care in a hospital, hospice or residential health care facility, or involves continuing treatment or supervision by a health care provider.

18.4.2.4 A unit member’s eligibility for leave under this Article shall not be affected by entitlement, or lack thereof, of another member of the unit member’s family to any leave benefit under any statute or any employment.

18.4.2.5 A unit member eligible for leave under this article may substitute therefore any accrued leave, paid or unpaid, under this Agreement

##### 18.4.3 Duration

18.4.3.1 Leave under this Article may be as long as an entire work year.

18.4.3.2 Leave under this Article may be as short as half a workday.

#### 18.4.4 Benefits

18.4.4.1 Leave under this Article shall entitle the unit member to all economic benefits of employment, except for salary, on the same basis as if the unit member were not on leave.

18.4.4.2 Leave under this Article shall entitle the unit member to continued accrual of all "service related" rights of employment, including, without limitation, seniority, salary, advancement, reemployment, and participation in optional benefit programs such as early retirement.

18.4.4.3 Leave under this act will be applied in accordance with Board Policy and State and Federal laws. (see BP 4161 et al)

#### 18.4.5 Return to Work

18.4.5.1 Leave under this Article shall terminate whenever the unit member returns to continuous active service following notice as provided below.

18.4.5.2 A unit member returning from leave under this Article shall be reinstated immediately to the position held by the unit member at the commencement of the leave.

18.4.5.3 A unit member who, while on leave under this Article, gives notice of resignation or retirement, shall be deemed to have resigned or retired, as appropriate, on the next work day following expiration of the leave.

#### 18.4.6 Procedures

18.4.6.1 Leave under this Article shall commence on the date indicated by the unit member; however, written verification of illness by a medical professional may be required by the District in its discretion for any absence of five (5) or more consecutive days for which sick leave is claimed.

18.4.6.2 The leave notice shall specify: Leave will be taken pursuant to this Article, the date the leave commences, the anticipated pattern of leave use if the unit member will not be absent continuously, whether the unit member will substitute other paid leave for leave under this Article and if so how much paid leave, and the anticipated date of return to continuous active service, if known to the unit member.

- 18.4.6.3 Leave under this Article shall terminate on the next working day following the date indicated by the unit member in the return notice provided by the unit member to her/his supervisor.
- 18.4.6.4 The return notice shall specify: That the unit member is on leave pursuant to this Article, the unit member will return to continuous active service, and the date upon which the unit member will return to continuous active service.
- 18.4.6.5 Delivery of a leave or return notice shall be by any means reasonably likely to inform the supervisor of the unit member's absence from or return to continuous active service.
- 18.4.6.6 If a unit member on leave under this Article determines to resign or retire without returning to continuous active service, the unit member shall provide written notice of such determination to the District, designating the last day of employment. Leave under this Article shall terminate without further notice to the District on the next workday following the day designated by the unit member as the last day of employment.
- 18.4.6.7 A unit member who, while on leave under this Article, provides written notice of determination to resign or retire, may rescind the resignation or retirement at any time up to and including the final day of employment. The unit member shall provide the District written notice of his/her rescission of the prior notice of resignation or retirement.

#### 18.4.7 Relationship to Other Benefits

- 18.4.7.1 Leave under this Agreement is in addition to and supplements all other benefits accorded a unit member or any member of her/his family under this Agreement, or under any statute, or under any other employment.

### 18.5 Personal Necessity Leave

- 18.5.1 A unit member may use, at her/his election, up to ten (10) days of unused sick leave for the purpose of personal necessity leave in any one school year.
  - 18.5.1.1 Unused personal necessity leave shall not accumulate from school year to school year.
  - 18.5.1.2 All ten (10) days may be used for any reason other than vacation or recreation. The District shall not require the unit member to specify the reason for personal necessity leave, but may require the unit member

to certify that the personal necessity leave was not used for vacation or recreation.

18.5.1.3 Nothing in this provision shall limit the District from denying personal necessity in any case where members of the unit participate in a refusal to work or other concerted activities including those related to employer-employee relations.

18.5.1.4 Unit members shall submit notification for personal necessity leave to their immediate supervisor at least one (1) days prior to the beginning date of the leave, except where extenuating circumstances make this impossible. Such leave may be used at the discretion of the unit member who shall not be required to give verification or explain the reason for the leave.

## 18.6 Bereavement Leave

18.6.1 A unit member shall be granted leave of absence for the death or imminent death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article. This leave shall be for up to five (5) days. Such days need not be taken in consecutive order.

## 18.7 Jury Duty / Witness Leave

18.7.1 Unit members shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror.

18.7.2 Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the District so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of not less than her/his regular pay.

## 18.8 Industrial Accident and Illness Leave

18.8.1 The District's liability for industrial accident or illness is hereby limited to the provisions of Section 44984 of the Education Code.

18.8.1.1 Such leave shall not exceed sixty (60) working days in one fiscal year for the same accident.

18.8.1.2 Allowable leave shall not be accumulated from year to year.

18.8.1.3 Industrial accident or illness leave shall be commenced on the first day of absence.

- 18.8.1.4 When a unit member 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 under Division 4 of Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary as defined by Education Code section 44984.
  - 18.8.1.5 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
  - 18.8.1.6 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
  - 18.8.1.7 Upon termination of industrial accident or illness leave, the unit member shall be entitled to use any accumulated sick leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
  - 18.8.1.8 During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, and other authorized contributions.
- 18.8.2 Reductions of entitlement to leave shall be made only in accordance with this section.
- 18.8.2.1 Any unit member receiving benefits as a result of this section shall, during period of illness or injury, remain with the State of California unless the Governing Board authorized travel outside the State.

18.9 Unpaid Disability Leave

- 18.9.1 Unit members receiving a disability allowance from the State Teachers' Retirement System shall be placed on an unpaid leave status for a period not to exceed thirty-nine (39) months. At the end of the thirty-nine (39) months, the unit member's employment rights will end.

## 18.10 Personal Leave Without Pay

- 18.10.1 A unit member may apply for and shall be granted an unpaid health leave of absence for the remainder of the current school year and up to one (1) additional school year. The unit member shall furnish the District, upon request, a physician's verification of her/his need for such health leave. Such leave may be extended for an additional twelve (12) months.
- 18.10.2 The District shall grant a unit member, upon request, an unpaid leave of absence for up to one (1) school year to pursue personal endeavors such as, but not limited to, study, exchange teaching, Peace Corps, Vista, or other personal interests with the exception of employment in another school district.
- 18.10.3 An employee on unpaid leave will have the right to continue to receive health and welfare benefits through the District if paid for by the employee and if allowed by the insurance carrier.

## 18.11 Catastrophic Illness Donation

- 18.11.1 When an employee or a member of his/her family experiences a catastrophic illness or injury which requires the employee to take time off from work for an extended period of time, and the employee has exhausted all available sick leave and other paid time off, he/she may request donations of accrued vacation or sick leave credits.
  - 18.11.1.1 In making such a request, the employee shall provide verification of the catastrophic injury or illness. Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.
  - 18.11.1.2 Upon determination that the employee is unable to work due to his/her own or a family member's catastrophic illness or injury, any other employee, upon written notice to the Governing Board, may donate accrued vacation and/or sick leave credits to the requesting employee. Donations shall be at a minimum of one day. Donations made under the catastrophic leave program shall be strictly voluntary.
- 18.11.2 Upon approval of the request by the Board, employees will be notified of a 30-day period during which they may make donations to the Catastrophic Leave Bank.
- 18.11.3 To ensure that employees retain sufficient accrued sick leave to meet their own needs, donors shall not reduce their accumulated sick leave to fewer than fifteen (15) days.

- 18.11.4 All transfers of eligible leave credit shall be irrevocable.
- 18.11.5 The Superintendent or designee shall ensure that all donations are confidential.
- 18.11.6 The employee who is the recipient of the donated leave credits shall use those credits within 12 consecutive months.
  - 18.11.6.1 If donated credits are not used by the employee within 12 consecutive months, the credits shall be placed in a pool that will be available to the next eligible employee who requests catastrophic leave.
- 18.11.7 An employee who received paid catastrophic leave shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.

## 18.12 Job Sharing

- 18.12.1 Job sharing shall refer to two (2) unit members on regular contracts sharing one (1) teaching assignment. Two unit members may share an assignment for a minimum of one (1) year. Job applications for a job-sharing assignment for the following school year shall be filed with the District no later than March 1. Applications shall not be denied except for just cause. The District shall approve or deny requests and notify, in writing, the applications of its decision by May 1. If a request is denied, the applicants shall be notified, in writing, of the specific reasons for the denial. Notwithstanding other provisions of this Agreement, job-sharing unit members' wages, benefits, and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position has not been shared, notwithstanding those who qualify under 16.10
- 18.12.2 Each job-sharing unit member shall receive a salary schedule increment each year.
- 18.12.3 Upon request of the two (2) unit members, a job-sharing assignment may be renewed providing the two (2) unit members notify the District prior to March 1. In the event the two (2) unit members fail to notify the District of their desire to continue the job-sharing assignment, or in the event the District does not approve the continuance of the assignment, the unit members shall be returned to full-time assignments.
- 18.12.4 If a unit member on a regular contract is in a job-sharing assignment and elects to return to full-time teaching, the unit member will be assigned to the first available full-time teaching position for which she/he is certificated and in conformance with the provisions of this Agreement.

### 18.13 Association Leave

- 18.13.1 Leave shall be granted to a representative or representatives of the Association up to twenty (20) days per school year to be utilized for Association conferences or for other business pertinent to the unit's member's affairs; however, no one person may take more than ten (10) days of this leave. The provision does not refer to at-the-table negotiating and do not accumulate beyond one year.
- 18.13.2 The Association shall pay to the District the cost of any substitute hired to replace the absent unit member.
- 18.13.3 Notification to the District Office of release time shall be submitted in writing at least two (2) days in advance by the Association president. The notice shall include the date(s) and name(s) of the person(s) to be absent.
- 18.13.4 At the end of the instructional day, the three (3) principal officers of the Association and/or designated negotiations chairperson or his/her designee, shall be released on an as-needed basis to perform Association business, provided that such release does not interfere with professional duties.

### 18.14 Incentive for Reduced Absences

- 18.14.1 Unit members shall receive a yearly bonus for reduced absences as follows:
  - 18.14.1.1 Zero (0) days absent in a work year = \$500.
    - 18.14.1.1.1 Bonus payment shall be made in a single lump sum, no later than June 30, and such payments shall not be cumulative.
    - 18.14.1.1.2 Unit members employed for less than a full work year shall receive a pro-rata bonus for which the unit member is eligible.
    - 18.14.1.1.3 For purposes of this section, absences taken by a unit member for observances of a religious holiday shall not be counted.

## **ARTICLE 19. HEALTH AND WELFARE BENEFITS**

- 19.1 Effective July 1, 2026, the District contribution to health benefits shall be \$17,000 per FTE member annually.
- 19.1.1 After prior consultation with the Association, the determination of the carrier and type of program shall be made by the District.
- 19.2 The District shall include DELTA Dental Plan (this includes orthodontia care) in the cost of health benefits on behalf of full-time employees of the bargaining unit and their dependents.
- 19.3 The District shall include the current paid Vision Care Plan in the cost of the health benefits on behalf of full-time employees of the bargaining unit and their dependents.
- 19.4 Part-time employees working less than half time shall not receive the health insurance plan, dental, orthodontic, vision and paid prescription plans provided to full-time employees.
- 19.5 For those unit members employed half-time or more (but less than full-time) premiums shall be paid on a pro rata basis.
- 19.6 The District need not pay for the above benefits while a unit member is on unpaid leave, but the unit member may pay for the benefits if the insurance carrier will allow.
- 19.7 The District shall approve all appropriate resolutions and actions so as to provide access and coverage of Medicare benefits to all unit members. Unit members shall be responsible for their appropriate share of required contributions to Medicare.
- 19.8 The benefit year shall be from September 1 through August 30 of the following year. After commencement of the benefit year, no change in terms of coverage shall occur without agreement between the Association and the District. Changes made by the District will be made prior to the beginning of each benefit year.
- 19.9 The Association agrees to select committee members to work with the District during scheduled meetings to explore cost effective means of providing health benefits
- 19.10 TSA in Lieu of Health Benefits
- 19.10.1 Subject to the following, unit members may elect TSAs in lieu of health care coverage.
- 19.10.1.1 The District's TSA provider and the carrier must allow the TSA in lieu of health benefits. Should the TSA provider or the carrier subsequently revoke consent and require health plan participation, the contribution toward the TSA shall be canceled.

- 19.10.1.2 The employee must provide verification of current medical and dental benefits on an annual basis.
- 19.10.1.3 The employee shall accept responsibility for any income tax liability because of participation in a TSA plan. The District shall not be held liable for the tax consequences of the decisions of the employee.
- 19.10.1.4 Election of a TSA option is lieu of medical and/or dental benefits shall result in termination of coverage under these programs.
- 19.10.1.5 Employees will also be required to sign a statement of rejection of medical and/or dental coverage and a complete waiver of liability for the district in providing medical and/or dental benefits.
- 19.10.1.6 Those who receive a TSA in lieu shall bear all opt-out costs for other certificated insurance received on an equal basis.

19.11 Cap Refund (Cash in Lieu):

Any plan chosen by an employee equaling to a lesser cost monthly and/or annually that the District's monthly and/or annual contributions toward the benefit cap shall be refunded to the employee on their monthly payroll check less 6% for employer statutory costs.

19.12 The District shall provide a \$100,000.00 life insurance policy per employee.

19.13 Health and Welfare Benefits for Retirees

In reference to Articles 19.13.1 and 19.13.2, the calculation of years of full-time service credit will be based upon the completion of 183 work days by June 30 of the school calendar year.

- 19.13.1 The District shall provide two thousand, five hundred (\$2,500) dollars per year, up to a maximum total of ten (10) years towards the retiree's participation in the District's employee health (medical, dental and vision) plan after twenty (20) consecutive years of full-time credentialed service in the District (this shall include time served in either of the previously existing Upper Lake Districts: Upper Lake Union School District and/or Upper Lake Union High School District). Said payments will cease upon the total amount of twenty-five thousand (\$25,000) dollars being paid or upon the employee becoming eligible for Medicare, national health insurance, or a health plan comparable to the District's health plan, whoever occurs first. This provision does not create a vested right to individuals and may be renegotiated by the parties in the future.
- 19.13.2 The District shall provide twelve-thousand, five hundred (\$12,500) dollars per year, up to a maximum total of ten (10) years towards the retiree's participation

in the District's employee health (medical, dental, and vision) plan after thirty (30) years of full-time credentialed service to the Upper Lake Unified School District (this shall include time served in either of the previously existing Upper Lake Districts: Upper Lake Union School District and/or Upper Lake Union High School District). Said payments will cease upon the employee/retiree turning 65 years of age or becoming eligible for Medicare, national health insurance, or a health plan comparable to the District's health plan, whichever occurs first. This provision does not create a vested right for individuals, and may be renegotiated by the parties in the future. The employee must notify the District prior to March 31 of their retirement year to be eligible.

19.14 Employee Assistance Program Plan

- 19.14.1 The Employer shall provide unit members and their eligible dependents, including domestic partners and their dependents, access to an employee assistance program plan.
- 19.14.2 Unit member participation in the employee assistance plan shall be entirely voluntary and shall be kept confidential. The Employer shall not use any information about a unit member gathered as a result of their participation in the employee assistance plan for any evaluation, discipline or dismissal procedure.
- 19.14.3 A unit member's decision to participate or not to participate in the employee assistance plan shall not in itself jeopardize any right to which the member is otherwise entitled.

## ARTICLE 20. SALARIES

- 20.1 The basic salary for all unit members shall be determined by the Certificated Salary Schedule. (Appendix A)
- 20.1.1 Unit members will have the option of receiving their payroll in eleven (11) pay, or twelve (12) pay. Unit members must inform the District Business Office prior to August 15th of each year if there is a change. Once the unit member has given written notice for the school year, the unit member may not change the number of payroll payments for that year.
- 20.1.1.1 Mandatory deductions from gross earnings are those required by law, provisions of this Agreement, including Federal and State Income Tax and State Teachers Retirement System.
- 20.1.1.2 Optional deductions are those deductions that the District and Association have mutually agreed upon and which the unit member may elect to have taken from her/his gross earnings. Optional deductions must be initiated in writing by the unit member. Such authorizations shall remain in effect continuously until the District receives from the unit member a written notice withdrawing the authorization for a particular deduction.
- 20.2 Definitions
- 20.2.1 “Degree” refers to earned degrees in education or a public-school subject.
- 20.2.2 “Unit” refers to semester units from an accredited college or university. Quarter units shall be worth two-thirds (2/3) of a semester unit.
- 20.2.3 “Bachelor’s Degree” means any earned Bachelor of Science or Arts Degree or equivalent from an accredited institution.
- 20.2.4 “Master’s Degree” means any earned Master of Science or Arts Degree or equivalent from an accredited institution.
- 20.2.5 All column headings on the Certificated Salary Schedule indicate requirements in semester units.
- 20.2.6 “Upper division courses” are those certified by an accredited institution as junior or senior level. Any graduate class would be considered equal to or superior to upper division.
- 20.2.7 “Prior teaching experience”—a year of prior teaching experience for credit must equal seventy- five percent (75%) of the number of days the regular schools of the District (public or private) are in session (Education Code Section 44908).

- 20.2.8 “Transcript” is a documentary record of completed work certified by notarized signature or institutional seal and received by direct mail to the District Office from an accredited institution.
- 20.2.9 “Training beyond Bachelor’s Degree” – creditable training beyond the Bachelor’s Degree shall include only those courses certified by the institution.
- 20.2.10 “Vocational Credential” – In recognition of the value of a Vocational Credential, a unit member who holds the credential but not the Bachelor’s Degree shall be placed on the Certificated Salary Schedule as if holding the Bachelor’s Degree.
- 20.2.11 “Continuing education units” – Courses designed to enhance teacher skills/knowledge offered on the graduate/extension level.

### 20.3 Initial Placement

- 20.3.1 Initial placement for new employees will allow credit for public teaching experience (K-12), for upper division, graduate and postgraduate units earned after receiving the Bachelor’s degree, and for Master’s degree, each of which the employee must notify the District of each unit and be given a reasonable time to substantiate it. Credit for service outside the District shall be limited to years of service as defined in this contract. Private school experience for step increments on the salary schedule may be accepted. Earned degrees received and units of learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule.
  - 20.3.1.1 Unit members who resign from the District and are subsequently re-employed within thirty-nine (39) months of resignation shall be granted experience for prior service in the District pursuant to Education Code 44931.
  - 20.3.1.2 Unit members on part time shall receive credit for movement on the salary schedule on a pro-rata basis.
  - 20.3.1.3 Teachers with a District approved Short Term Substitute permit will be placed on Step 1, Class 1, of the salary schedule. The duration will be a maximum of 75% of the school year minus one day while a vacancy exists and the position is advertised. Compensation will not include the health and welfare plans or other fringe benefits of the District.

### 20.4 Column Advancement

- 20.4.1 Unit members requesting column advancement on the salary schedule shall file such requests with the District Office no later than May 1 of each year. Supporting records or transcripts verifying units of study that are to be applied

toward such a reclassification must be filed with the District Office no later than October 15th of the ensuing year. If by October 15th the unit member is unable to submit supporting records of transcripts verifying units or study which are to apply toward reclassification, official notice in the form of a grade card or letter from the college or university shall be submitted. Such temporary verification which indicates satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirement. The unit member shall provide the official transcript or affidavit document to the District as soon as it becomes available.

20.4.2 Educational training taken for advancement must be from an accredited college or university. Units or hours must be of upper division, graduate level, or continuing education categories unless a specific lower division course can be used to meet a credential requirement, or is a prerequisite for advanced coursework, or is a course needed to improve the instructional level of the unit member. One-third (1/3) of the total units earned for movement between columns can be in-service credits.

20.4.2.1 Normally, course credit for salary placement and movement shall be given for upper division, graduate and postgraduate course work. However, exceptions may be made when courses are part of a planned program of professional growth or certification. Credit will be allowed for Junior College units, provided the classes:

20.4.2.1.1 Are a minimum of one semester.

20.4.2.1.2 Are graded classes, C or better (no pass/fail).

20.4.2.1.3 Are appropriate to professional development.

20.4.2.1.4 Receive prior District approval.

20.4.2.1.5 Credits will be in-district credits only (non-transferable should the employee change districts).

20.4.2.1.6 A maximum of 3 (three) lower division/Junior College units may be taken per year. Six (6) lower division units may be applied in a single year with the understanding that no lower division classes will be accepted for the following year with the approval of the site administrator.

20.4.2.1.7 Are paid for by the unit member, not the District.

### 20.4.3 Column Movement for Teachers with a Designated Subjects Credential

Teachers with a Career Technical Education (CTE)/Designated Subjects Credential (DSC) shall move from Column A to Column II upon successful completion of fifteen (15) Professional Growth Increments (PGIs) as described below. A DSC teacher may make additional column movements for each additional fifteen (15) PGIs until reaching Column IV; however, no DSC teacher shall move more than one column in any given year except as noted above.

#### 20.4.3.1 Units Acceptable for PGI Without District Approval:

Upper division or graduate credit in classes, institutes, or workshops sponsored by accredited colleges or universities in general education, educational administration, or related to current teaching assignment.

#### 20.4.3.2 Units Acceptable for PGI with District Approval:

Units or activities defined below must have approval from the unit member's direct supervisor and Superintendent or Superintendent designee. As some may not be acceptable, it is recommended that approval be obtained prior to undertaking the activity. For purposes of this section, fifteen (15) hours of class/course time will be equivalent to one (1) PGI credit.

- 1) Lower division, community college courses appropriately related to the unit member's teaching assignment and per 20.4.2.1 with the exception of 20.4.2.1.6.
- 2) Courses, institutes, or workshops directly related to the unit member's teaching assignment that would aid the unit member in understanding, dealing with, and/or being of service to school-age youth (i.e. – courses related to behavior, discipline, counseling, etc.)
- 3) Online courses

20.4.3.3 Unit members requesting column advancement on the salary schedule under this section shall file such requests with the District Office no later than May 1 of each year. Supporting records or transcripts verifying units of study that are to be applied toward such a reclassification must be filed with the District Office no later than October 15th of the ensuing year. If by October 15th the unit member is unable to submit supporting records of transcripts verifying units or study which are to apply toward reclassification, official notice in the form of a grade card or letter from the college or university shall be submitted. Such temporary verification which indicates satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirement. The unit member shall

provide the official transcript or affidavit document to the District as soon as it becomes available.

## 20.5 Step Advancement

- 20.5.1 After initial placement, only one experience step per year may be credited for advancement on the salary schedule. A minimum of 135 days (seventy-five percent [75%] of State required 180 days) must have been rendered as actual service, exclusive of unpaid leave, to qualify for advancement.
- 20.5.2 When a part-time unit member obtains or returns to full-time employment, time worked in the part-time assignment shall be totaled and the unit member shall be placed on the appropriate salary step. For purposes of the calculation, any fractional year remaining must total seventy-five percent (75%) of the State required days or more to be credited.
- 20.5.3 Part-time unit members shall be paid a pro-rate share based on the appropriate step and column on the salary schedule.

## 20.6 New Job Classification

- 20.6.1 If a new job classification is established, the Governing Board shall negotiate with the Association concerning the appropriate salary for this classification. If possible, said negotiations shall take place prior to the filling of the position. Pending completion of negotiations, the salary established by the District for the position shall govern.

## 20.7 Stipends

- 20.7.1 Unit members holding a Master's Degree in the area of the teaching assignment shall receive a stipend of one thousand dollars (\$1,000) annually. Doctoral Degree in the area of the teaching assignment shall receive a stipend of two thousand dollars (\$2,000) annually.
- 20.7.2 The District will pay unit members a stipend of ten percent (10%) of revenue generated via teaching dual-enrollment classes in conjunction with other educational institutions. (For example: If Mendocino College pays ULUSD \$3,000, the unit member will receive \$300.)
- 20.7.3 Mentor Teacher openings shall be posted K-12 as an available stipend position prior to appointment.
  - 20.7.3.1 District will maintain the stipend list and provide applicants with a job description/expectations prior to a contract being signed.

20.7.3.2 District will make every effort to ensure that mentor to mentee is a 1:1 ratio

20.7.3.3 The process for notifications for stipends and interview process (as outlined in 20.8.3.1).

## 20.8 Supplemental / Extra Duty Pay

20.8.1 Participation in programs beyond the regular workday shall be voluntary and paid in accordance with the title of the activity and number of positions listed in Appendix B of this Agreement. Supplemental contracts shall continue from year-to-year unless terminated in writing by either party.

20.8.2 Participation in the extra-curricular program shall be voluntary.

20.8.3 All such positions shall be opened to unit members before they are offered to people outside the unit. The positions shall be posted and awarded to the most senior qualified applicants.

20.8.3.1 By the second week of April, the District will post a list of anticipated supplemental/extra duties for the upcoming year. Unit members shall make their interest known for any such position by April 30.

20.8.4 Wages paid holders of supplemental contracts shall be as set forth in this Agreement provided that all wages paid be determined solely according to the principle of equal work and without regard for age, sex, color, race, religion, disability, national origin, marital status or other protected class as defined in local, State, or Federal law.

## 20.9 Pro Rata Hourly Rate of Pay

20.9.1 Participation in instructional or hourly co-curricular programs beyond the regular workday shall be voluntary except as may be required elsewhere in this Agreement.

20.9.2 All such positions shall be opened to unit members before they are offered to people outside the unit. The positions shall be posted and awarded to the most senior qualified applicants.

20.9.3 Unit members performing District-approved instructional or co-curricular work beyond the regular workday or work year shall be paid the hourly wage rate for all such work performed. This shall include attending training at District request that is not part of the contracted work day.

- 20.9.4 When the performance of the duty requires travel from the work site or the unit member's home, pay shall commence from the time the unit member leaves for the assignment and terminate when the unit member returns from the assignment.
- 20.10 Unit members with special education credentials employed as special education teachers shall receive a \$1,000 salary increment. This shall include but not be limited to RSP, SDC, and Speech and Language teachers; and it shall not include regular classroom teachers who happen to have a special education student in their classroom.
- 20.11 Mileage Rate
- 20.11.1 The District agrees to pay unit members the regular IRS per mile for the use of personal vehicles in the performance of work assignments or other district-related business.
- 20.12 Business Expenses
- 20.12.1 The District shall pay all expenses, including, but not limited to fees, travel, lodging, meals and incidentals, incurred when the unit member is involved in an activity at the discretion of or authorized by a District administrator when such activity is away from the unit member's primary work location. The unit member shall provide receipts.
- 20.13 National Certification Award
- 20.13.1 Unit members who have attained certification from the National Board for Professional Teaching Standards shall be granted a one-time salary award of ten thousand dollars (\$10,000) less employer taxes if the State provides funding.
- 20.13.2 A unit member receiving such National Certification shall provide a copy of the certificate or other supporting documents in order to receive the salary award.
- 20.13.3 The District shall pay the award within thirty (3) days of receipt of the proof specified in Section 20.13.2 above.
- 20.13.4 Prior to issuing the award payment, the District shall consult with the unit member about the amount of tax withholding and other deductions as may be required by the District.
- 20.13.5 Unit members who have attained certification from the National Board for Professional Teaching Standards shall be eligible to submit an application for an award to the employer as authorized by Education Code Section 44395 et.seq. Upon receiving the unit member's completed application, the employer shall immediately submit the application to the State Department of Education.

- 20.13.6 Upon receiving the award funds from the State Department of Education, the employer shall, within thirty (30) days, forward the funded award amount to the unit member.
- 20.13.7 Prior to issuing the award funds to the unit member, the employer shall consult with the unit member about the amount of tax withholding and other deductions as may be required by the employer.
- 20.13.8 Annually the employer shall inform the unit members about the National Board for Professional Teaching Standards Certification Incentive Program and shall inform unit members about how to acquire the necessary application and information materials.
- 20.13.9 The employer shall provide unit members with reasonable release time to complete the certification process.
- 20.13.10 The employer shall reimburse unit members for all unreimbursed expenses and fees associated with completing the certification application.

## **ARTICLE 21. RETIREMENT**

The District may offer two years of service credit as a retirement incentive as long as it saves the District money.

**ARTICLE 22. CLASS SIZE**

22.1 The District shall make every effort to equally distribute students and not exceed the following class K-8 averages:

22.1.1 Transitional Kindergarten      As per Education Code § 48000(g)

22.1.2 Kindergarten – Grade 3      24

22.1.3 Grades 4 – 8      28

22.1.4 Class sizes for grant-specific classes will confirm to the requirements of the grant.

22.1.5 Special education classes shall not be averaged in with other classes.

22.1.6 The District and Association recognize that it may be necessary from time to time to form classes comprised of students of different grade levels. These combined classes, while occasionally necessary, should be scheduled only when no other suitable alternative exists. A stipend of \$500 per semester will be paid to a teacher assigned to teach a combination class.

22.2 For grades 9-12, the District shall maintain educationally sound and manageable class sizes, adequately staffing and providing facilities and services to allow teachers to do their job.

22.3 Extensive Support Needs (ESN) Class Sizes:

ESN Classes will be confirmed with Soft Caps as follows:

22.3.1 Each class will be configured with the following enrollment Soft Caps:

22.3.1.1 Elementary Classes: 14:1 (Students/Certificated unit member)

22.3.1.2 Middle School Classes: 15:1 (Students/Certificated unit member)

22.3.1.3 High School Classes: 16:1 (Students/Certificated unit member)

22.3.2 Exceeding Soft Caps

22.3.2.1 If the number of students present in the classroom exceeds the listed enrollment limit (Section 22.3.1) during any month (as defined in Aeries “Monthly Ending Enrollment” as total or average), the District will meet and confer with two ULEA Representatives (of their choosing) and discuss which of the following remedies will mitigate the issue that has arisen. The District will meet and confer with two ULEA representatives to discuss which remedies will best maintain the Least Restrictive

Environment and ensure all classrooms are student-centric and provide Free and Appropriate Public Education to all enrolled students. Possible remedies include but are not limited to one of the following:

22.3.2.1.1 Increase instructional aide time to reduce the ratio of Students to Adults.

22.3.2.1.2 Add a second teacher to the classroom.

22.3.2.1.3 Open a new classroom for the affected grades.

22.3.2.1.4 Compensation for the affected unit member at \$8.00/student/day, which shall be paid on a trimester basis.

22.3.2.1.5 In the event the District and ULEA cannot reach consensus on a remedy, the District will implement the remedy that is in the best interest of students.

22.3.2.2 Should the chosen solution be based on the hiring of additional personnel, the District will immediately advertise for the appropriate position(s), and make good faith efforts to hire the needed individuals. Both the ULEA and the District acknowledge that it can be difficult to secure staff to work in an ESN Classroom.

### 22.3.3 Grieving this Section

22.3.3.1 The District's inability to hire an additional staff member, if agreed upon, is not grievable for the purposes of this contract.

22.4 Should the need arise to deal with issues related to the class sizes above, the teacher may initiate the following process:

22.4.1 An informal conference with the principal to discuss a solution. A solution may be, but is not limited to, extra aide time, providing a teacher specialist such as in music or science, provision or preparation time, etc.

22.4.2 If the teacher is not satisfied with the solution reached with the principal, or if no solution is reached, the teacher may appeal to the superintendent.

22.4.3 If the teacher is not satisfied with the solution reached with the superintendent, or if no solution is reached, the teacher may appeal to the board. The decision of the board shall be final.

22.5 The District and the Association agree to reopen this article should the State provide additional funding for class size and/or should the State legislate changes that specifically

impact class size and/or should money be made available from the State for class size reductions.

## ARTICLE 23. PEER ASSISTANCE

- 23.1 Peer Assistance (PA) refers to a program of teachers assisting teachers and may be accessed through the following avenues:
- 23.1.1 Referred Participating Teacher may be either mandatory due to evaluation as per the evaluation article of this Agreement or by agreement of the teacher if suggested by the District.
  - 23.1.2 Volunteer Participating Teacher is a teacher who requests participation of their own accord.
- 23.2 The goal of the Peer Assistance Program will be to allow exemplary teachers to assist participating and beginning teachers in developing subject matter knowledge and improving assessment and instructional practices.
- 23.3 The Peer Assistance Program will be administered by the District and Association.
- 23.4 Consulting Teachers
- 23.4.1 The qualifications of a Consulting Teacher:
    - A. Must be a credentialed classroom teacher with permanent status.
    - B. Have substantial recent experience in classroom instruction.
    - C. Have demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills (oral and written), subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the learning needs of the District's diverse student population.
    - D. Possess knowledge and understanding of District/State-adopted academic content strands, frameworks, and District direction and goals for curriculum instruction.
    - E. Work effectively and cooperatively with colleagues.
    - F. Have demonstrated the ability to work within established timelines.
    - G. Provide assistance and not evaluation.
  - 23.4.2 The responsibilities of the Consulting Teacher and a Referred Participating Teacher:
    - A. To meet with Referred Participating Teacher and site principal to discuss the Program, to establish written performance goals in specifically identified areas, and to develop an assistance plan and a process for determining successful completion in the Program.
    - B. May provide peer assistance and coaching to Participating Teachers in content area and curriculum alignment, teaching methodologies, teaching strategies, and the development, collection and analysis of assessment information if needed.

- C. Conduct multiple observations of Participating Teachers during classroom instruction.
- D. Document and record all observations/discussions.
- E. Write an anecdotal record of observations, discussions/meetings with the Participating Teacher.
  - 1) A copy of the anecdotal record will be viewed and discussed with the Participating Teacher. Following the review, the Participating Teacher shall sign the report to indicate that it has been reviewed, and that the Participating Teacher has received a copy. The Participating Teacher's signature does not necessarily signify agreement with the report.
  - 2) A copy of the anecdotal record will be placed in the personnel file.
  - 3) The results of a teacher's participation in this program shall be made available to her/his evaluator.
- F. To participate in collaborative meetings with other Consulting Teachers in the District.
- G. The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher for the time period agreed upon by the District and Association.
- H. The caseload will be one Participating Teacher per Consulting Teacher at any given time.
- I. The Consulting Teacher may submit individualized professional development proposals for the Referred Participating Teacher to the individual's evaluator.

## **ARTICLE 24. CONSULTATION**

- 24.1 The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, the selection of textbooks, and Board actions, or changes in written Board policies and/or written Administrative Rules and Regulations which affect employees covered by the terms of this Agreement.
- 24.2 The District shall give written notice to the Association that action on any matter of consultation, as defined herein, is being considered. Such notice shall be given to provide sufficient time for the parties to meet and consult in good faith.
- 24.3 The Association may exercise its right to consult on proposed Board action(s) by requesting consultation on the subject(s). The Association may also initiate the consult process on any matter.
- 24.4 Should the Association exercise its right to consult, within five (5) days the parties shall meet to exchange information, options, proposals and recommendations freely and to make a good faith effort to reach a resolution on the matter(s) under consideration.
- 24.5 The District shall give full consideration to such presentations made by the Association prior to arriving at a determination of policy or course of action.

## **ARTICLE 25. SUPPLEMENTAL INSTRUCTIONAL PROGRAMS**

- 25.1 Unit members providing services for summer school/supplemental instructional programs shall receive the hourly rate of pay.
- 25.2 Bargaining unit members shall report to assigned summer school/supplemental instruction classrooms fifteen (15) minutes before classes start and may leave at the completion of their last class.
- 25.3 Bargaining unit members serving in summer school shall be entitled to one (1) day of sick leave for every 100 hours of instructional time served in summer school. Summer school sick leave shall accumulate with the unit member's regular sick leave. Unit members serving in summer school shall be entitled to use their regular accumulation of sick leave and other leaves provided by this Agreement during summer school.
- 25.4 Selection and appointment of bargaining unit members serving in summer school/supplemental instructional programs shall be the responsibility of the Superintendent or designee in compliance with this Article. Regularly employed unit members of the District shall be given preference over outside applicants for summer school/supplemental instructional programs placement.
- 25.5 Elementary Unit members will be assigned students who have been placed on Independent Study. Additional compensation is warranted as follows:
1. A classroom teacher who has one or more students on Independent Study for fifteen (15) cumulative days or more days shall receive an additional amount of three hundred dollars (\$300.00) in the trimester in which the student(s) contracts terminate. This is not a per student amount, and is provided with the intention that the ULEA member will produce positive attendance to the District by the student(s).
  2. A classroom teacher who has a one or more students who are placed on Independent Study for more than thirty (30) cumulative days will receive four hundred dollars (\$400.00) per trimester during which the student(s) are in the program.
  3. Classroom teachers who serve Independent Study students for less than a fifteen (15) day period will coordinate these students as part of their regular class. No additional compensation is due for students who are placed on Independent Study for less than fifteen (15) cumulative days. This includes any classroom teacher(s) whose classroom has been placed on Independent Study due to a quarantine requirement.

This section is subject to existing law. Should the law be changed at any time, parties will meet within two weeks to negotiate the impact of the new legislation and Section 25.5.

**ARTICLE 26. PROFESSIONAL DEVELOPMENT PERSONAL NEEDS AND  
DISCRETIONARY FUNDS**

- 26.1 Each unit member shall be allowed discretionary funds of three hundred dollars (\$300.00) for classroom supplies above the basic supplies provided by the District. (See, Appendix C) Receipts must be submitted. Teachers who accept reassignment or are otherwise reassigned to a different classroom or to teach a new course shall receive an additional three hundred (\$300.00) dollars for classroom supplies for the change year only.
- 26.2 Each unit member may have up to two (2) professional days to be used at his/her election for conferences, workshops or visitations. The actual dates on which these days are taken by the unit member must be approved in advance by the principal. The principal may limit the number of unit members taking professional development days on any one (1) day to two (2) unit members. Notwithstanding any other provision of this contract, the school district shall not be required to pay for any expenses (except for the substitute teacher) relating to the use of professional development days, unless the teacher has received prior written financial commitment from the Superintendent to attend the conference, workshop or visitation.
- 26.3 Teachers who accept reassignment or are otherwise reassigned/assigned to teach a new (added) course (Districtwide) or different grade level (Elementary and Middle School Only) shall receive 4 days.

## APPENDIX A. SALARY SCHEDULE

|   |
|---|
| <b>CERTIFICATED PAY SCHEDULE</b><br>2024-2025 |
|---|

|  |
|--|
| Teachers Hired with less than a Baccalaureate degree or without a full teaching credential |
|--|

|                            |
|----------------------------|
| PERCENTAGE INCREASE: 2.00% |
|----------------------------|

| 2.00% | CLASS I  | CLASS II |  |  |  |
|-------|----------|----------|--|--|--|
| STEP  | BA       | BA + 15  |  |  |  |
| 1     | \$51,883 | \$53,366 |  |  |  |
| 2     |          |          |  |  |  |
| 3     |          |          |  |  |  |
| 4     |          |          |  |  |  |
| 5     |          |          |  |  |  |
| 6     |          |          |  |  |  |
| 7     |          | \$57,720 |  |  |  |
| 8     |          |          |  |  |  |
| 9     |          |          |  |  |  |
| 10    |          |          |  |  |  |
| 11    |          |          |  |  |  |
| 16    |          |          |  |  |  |
| 19    |          |          |  |  |  |
| 21    |          |          |  |  |  |

|                        |              |
|------------------------|--------------|
| Health and Welfare Cap | \$16,000.00  |
| Life Insurance         | \$100,000.00 |

|   |
|---|
| <b>CERTIFICATED PAY SCHEDULE</b><br>2025-2026 |
|---|

|  |
|--|
| Teachers Hired with less than a Baccalaureate degree or without a full teaching credential |
|--|

|                            |
|----------------------------|
| PERCENTAGE INCREASE: 3.00% |
|----------------------------|

| 3.00% | CLASS I  | CLASS II |  |  |  |
|-------|----------|----------|--|--|--|
| STEP  | BA       | BA + 15  |  |  |  |
| 1     | \$53,438 | \$54,967 |  |  |  |
| 2     |          |          |  |  |  |
| 3     |          |          |  |  |  |
| 4     |          |          |  |  |  |
| 5     |          |          |  |  |  |
| 6     |          |          |  |  |  |
| 7     |          | \$59,452 |  |  |  |
| 8     |          |          |  |  |  |
| 9     |          |          |  |  |  |
| 10    |          |          |  |  |  |
| 11    |          |          |  |  |  |
| 16    |          |          |  |  |  |
| 19    |          |          |  |  |  |
| 21    |          |          |  |  |  |

|  |              |
|--|--------------|
| Health and Welfare Cap                                       | \$17,000.00  |
| Life Insurance   | \$100,000.00 |
| <b>Degrees: 2.5% - Advanced Degree (2 max): Max 5% Total</b> |              |

Approved: March 10, 2026

| CERTIFICATED PAY SCHEDULE<br>2024-2025 |                    |                       |           |               |                    |
|--|--------------------|-----------------------|-----------|---------------|--------------------|
| PERCENTAGE INCREASE: 2.00%             |                    |                       |           |               |                    |
| 2.00%                                  | COLUMN A           | COLUMN I              | COLUMN II | COLUMN III    | COLUMN IV          |
| STEP                                   | Designated Subject | BA + 30 or Credential | BA + 45   | MA or BA + 60 | MA + 15 or BA + 75 |
| 1                                      | \$55,189           | \$55,189              | \$56,382  | \$57,575      | \$58,768           |
| 2                                      | \$56,403           | \$56,403              | \$57,933  | \$59,475      | \$61,266           |
| 3                                      | \$57,644           | \$57,644              | \$59,526  | \$61,438      | \$63,870           |
| 4                                      | \$58,912           | \$58,912              | \$61,163  | \$63,465      | \$66,584           |
| 5                                      | \$60,208           | \$60,208              | \$62,845  | \$65,560      | \$69,414           |
| 6                                      | \$61,533           | \$61,533              | \$64,573  | \$67,723      | \$72,364           |
| 7                                      | \$62,887           | \$62,887              | \$66,349  | \$69,958      | \$75,440           |
| 8                                      | \$64,270           | \$64,270              | \$68,173  | \$72,267      | \$78,646           |
| 9                                      | \$65,684           | \$65,684              | \$70,048  | \$74,651      | \$81,988           |
| 10                                     | \$67,129           | \$67,129              | \$71,974  | \$77,115      | \$85,473           |
| 11                                     |                    |                       | \$73,954  | \$79,660      | \$89,105           |
| 14                                     |                    |                       |           | \$82,289      | \$92,892           |
| 17                                     |                    |                       |           |               | \$96,840           |
| 20                                     |                    |                       |           |               | \$100,956          |
| 23                                     |                    |                       |           |               | \$105,247          |
| 26                                     |                    |                       |           |               | \$109,720          |
| 30                                     |                    |                       |           |               | \$114,383          |

| CERTIFICATED PAY SCHEDULE<br>2025-2026 |                    |                       |                      |                            |                                 |
|--|--------------------|-----------------------|----------------------|----------------------------|---------------------------------|
| PERCENTAGE INCREASE: 3.00%             |                    |                       |                      |                            |                                 |
| 3.00%                                  | COLUMN A           | COLUMN I              | COLUMN II            | COLUMN III                 | COLUMN IV                       |
| STEP                                   | Designated Subject | BA + 30 or Credential | BA + 45 W/Credential | MA or BA + 60 W/Credential | MA + 15 or BA + 75 W/Credential |
| 1                                      | \$56,845           | \$56,845              | \$58,074             | \$59,302                   | \$60,531                        |
| 2                                      | \$58,095           | \$58,095              | \$59,671             | \$61,259                   | \$63,104                        |
| 3                                      | \$59,373           | \$59,373              | \$61,312             | \$63,281                   | \$65,786                        |
| 4                                      | \$60,679           | \$60,679              | \$62,998             | \$65,369                   | \$68,582                        |
| 5                                      | \$62,014           | \$62,014              | \$64,730             | \$67,526                   | \$71,497                        |
| 6                                      | \$63,379           | \$63,379              | \$66,510             | \$69,755                   | \$74,535                        |
| 7                                      | \$64,773           | \$64,773              | \$68,339             | \$72,057                   | \$77,703                        |
| 8                                      | \$66,198           | \$66,198              | \$70,218             | \$74,435                   | \$81,005                        |
| 9                                      | \$67,654           | \$67,654              | \$72,149             | \$76,891                   | \$84,448                        |
| 10                                     | \$69,143           | \$69,143              | \$74,134             | \$79,428                   | \$88,037                        |
| 11                                     |                    |                       | \$76,172             | \$82,050                   | \$91,779                        |
| 14                                     |                    |                       |                      | \$84,757                   | \$95,679                        |
| 17                                     |                    |                       |                      |                            | \$99,746                        |
| 20                                     |                    |                       |                      |                            | \$103,985                       |
| 23                                     |                    |                       |                      |                            | \$108,404                       |
| 26                                     |                    |                       |                      |                            | \$113,011                       |
| 30                                     |                    |                       |                      |                            | \$117,814                       |

|                        |              |
|------------------------|--------------|
| Health and Welfare Cap | \$16,000.00  |
| Life Insurance         | \$100,000.00 |

|   |              |
|---|--------------|
| Health and Welfare Cap                                | \$17,000.00  |
| Life Insurance  | \$100,000.00 |
| Degrees: 2.5% - Advanced Degree (2 max); Max 5% Total |              |

Approved: March 10, 2026

UPPER LAKE UNIFIED SCHOOL DISTRICT

Counselor  
2025-2026 Salary Schedule

| STEP | ANNUAL     |
|------|------------|
| 1    | \$ 76,839  |
| 2    | \$ 80,105  |
| 3    | \$ 83,509  |
| 4    | \$ 87,058  |
| 5    | \$ 90,758  |
| 6    | \$ 94,615  |
| 7    | \$ 98,637  |
| 8    | \$ 102,829 |
| 9    | \$ 107,199 |
| 10   | \$ 111,755 |
| 11   | \$ 116,504 |
| 14   | \$ 121,456 |
| 17   | \$ 126,618 |
| 20   | \$ 131,999 |
| 23   | \$ 137,609 |
| 26   | \$ 143,457 |
| 30   | \$ 149,554 |

200 Days  
\$100,000 Life Insurance  
Medical, Dental, & Vision  
Health and Welfare Cap - \$17,000.00

Degrees: 2.5% - Advanced Degree (2 max): Max 5% Total

Board Approved: June 16, 2025



**APPENDIX B. STIPEND / EXTRA DUTY SCHEDULE**

**EXTRA DUTY PAY RATES**

| CLASS I – STEP | AMOUNT     |
|----------------|------------|
| YEAR 1 – 4     | \$3,000.00 |
| YEAR 5+        | \$4,000.00 |

| CLASS II – STEP | AMOUNT     |
|-----------------|------------|
| YEAR 1 – 4      | \$2,500.00 |
| YEAR 5+         | \$3,500.00 |

| CLASS III – STEP | AMOUNT     |
|------------------|------------|
| YEAR 1 – 4       | \$2,000.00 |
| YEAR 5+          | \$3,000.00 |

| ULHS ATHLETIC DIRECTOR |             |
|------------------------|-------------|
| ALL YEARS              | \$12,000.00 |

| ULHS ACTIVITIES DIRECTOR |             |
|--------------------------|-------------|
| ALL YEARS                | \$12,000.00 |

| ANCILLARY STIPENDS               |                            |
|----------------------------------|----------------------------|
| Induction Mentor                 | \$3,000.00                 |
| Intern Mentor                    | \$1,500.00                 |
| PAR Program Participant          | \$1,500.00                 |
| IEP Stipend                      | \$1,000.00                 |
| Dept. Chairs (6-12)              | 1% OF STEP I/COLUMN I      |
| Grade Level Leads (K-5)          | 1% OF STEP I/COLUMN I      |
| Lead Class Advisors (11/12)      | 1% OF STEP I/COLUMN I      |
| Advanced Degree (Acc. College)   | 2.5%/Degree (Max 5% Total) |
| Future Business Leaders (1 Adv.) | \$6,000.00                 |

| TIMESHEET STIPENDS      |                              |
|-------------------------|------------------------------|
| Teacher Coverage (K-5)  | PAID ACCORDING TO CBA        |
| Teacher Coverage (6-12) | HOURLY RATE OF PAY           |
| Saturday School         | 0.075% OF STEP I/COLUMN I/HR |
| Summer School           | 0.075% OF STEP I/COLUMN I/HR |
| After School Tutoring   | 0.075% OF STEP I/COLUMN I/HR |

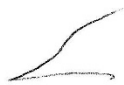
| ADDITIONAL STIPENDS         |            |
|-----------------------------|------------|
| FFA (2 Adv.) – School Year  | \$6,000.00 |
| FFA (2 Adv.) – Summer Break | \$2,000.00 |

| STIPEND TITLE | NAME |
|---------------|------|
| Intern Mentor |      |
| Intern Mentor |      |
| Intern Mentor |      |
| Intern Mentor |      |
| Intern Mentor |      |
| Intern Mentor |      |
| Intern Mentor |      |
| Intern Mentor |      |

| STIPEND TITLE    | NAME |
|------------------|------|
| Induction Mentor |      |
| Induction Mentor |      |
| Induction Mentor |      |
| Induction Coord. |      |
| English Lead     |      |
| Science Lead     |      |
| Math Lead        |      |
| VAPA             |      |

| STIPEND TITLE              | NAME |
|----------------------------|------|
| Social Studies Lead        |      |
| TK/K Lead                  |      |
| 1 <sup>st</sup> Grade Lead |      |
| 2 <sup>nd</sup> Grade Lead |      |
| 3 <sup>rd</sup> Grade Lead |      |
| 4 <sup>th</sup> Grade Lead |      |
| 5 <sup>th</sup> Grade Lead |      |
| Jr Class                   |      |
| Sr Class                   |      |

**EXTRA DUTY SCHEDULE**



| STIPEND CLASS I |          |               |            |             |                        |  |
|-----------------|----------|---------------|------------|-------------|------------------------|--|
| HEAD COACH      | ROBOTICS | CHEER ADVISOR | MOCK TRIAL | FFA ADVISOR | ATHLETIC DIRECTOR (MS) |  |
|                 |          |               |            |             |                        |  |
|                 |          |               |            |             |                        |  |
|                 |          |               |            |             |                        |  |

| STIPEND CLASS II |                     |                 |                  |          |                   |  |
|------------------|---------------------|-----------------|------------------|----------|-------------------|--|
| JV HEAD COACH    | ASST. VARSITY COACH | VOLLEYBALL (MS) | MOCK TRIAL ASST. | YEARBOOK | ASB DIRECTOR (MS) |  |
|                  |                     |                 |                  |          |                   |  |
|                  |                     |                 |                  |          |                   |  |
|                  |                     |                 |                  |          |                   |  |
|                  |                     |                 |                  |          |                   |  |

| STIPEND CLASS III     |                      |           |                  |                  |              |                     |
|-----------------------|----------------------|-----------|------------------|------------------|--------------|---------------------|
| DRAMA (HS)            | MUSIC (HS)           | ASST. FFA | WEB ADVISOR (ES) | WEB ADVISOR (MS) | PBIS COACHES | SHOW MY SKILLS (ES) |
|                       |                      |           |                  |                  |              |                     |
| SOCIAL MEDIA DIRECTOR | NATIVE AMERICAN CLUB |           |                  |                  |              |                     |
|                       |                      |           |                  |                  |              |                     |

**APPENDIX C. CLASSROOM SUPPLIES PROVIDED BY THE DISTRICT**

| <b>Classroom Supplies Provided by the District</b>  |
|---|
| Batteries   |
| Bulbs (light bulbs, projector bulbs, and Elmo bulbs)  |
| Clear Tape  |
| Copier Paper (white, basic colors, i.e. blue, yellow, green) NOT special colors (neon, etc.) and NOT construction paper |
| Crayons/Colored Pencils/Colored Markers (age appropriate styles)  |
| Dry Erase Markers (basic colors) NOT special colors (neon, etc.)  |
| Dry Erase Erasers   |
| Erasers   |
| Glue Bottles/Glue Sticks  |
| Paper Clips (regular style both small and large)  |
| Pencils (age appropriate styles)  |
| Pencil Sharpener (electric or manual for your classroom)  |
| Post It Notes   |
| Scissors  |
| Stapler   |
| Staples   |
| White Out (liquid or tape)  |
| Writing Paper (grade level/age appropriate styles)  |
| Writing Pens  |

\*Anything not included on the list, will need to be purchased out of your individual teachers supply fund of \$300 per year.

**APPENDIX D. GRIEVANCE FORM**

ULUSD/ULEA GRIEVANCE FORM

Name of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_  
Position: \_\_\_\_\_ Work Location: \_\_\_\_\_  
Level of Grievance: \_\_\_\_\_ Presented to: \_\_\_\_\_

Section of Agreement allegedly violated: \_\_\_\_\_  
Date Grievance occurred: \_\_\_\_\_

Statement of Grievance/Circumstances Involved (names, places, times, etc.):

Action/Remedy requested:

Decision rendered at informal conference:

Further comments:

The signature below indicates receipt of grievance and does not indicate agreement with grievance.

|                      |                           |
|----------------------|---------------------------|
| Employee's Signature | Administrator's Signature |
| Date                 | Position                  |
|                      | Date                      |

This level of grievance must be responded to by the... (check and date one)

\_\_\_\_\_ District on or before \_\_\_\_\_ (date).

\_\_\_\_\_ Grievant on or before \_\_\_\_\_ (date).

**APPENDIX E. EVALUATION FORM**

**CERTIFICATED PERSONNEL EVALUATION**

|                         |                |                     |                   |
|-------------------------|----------------|---------------------|-------------------|
|                         | <b>School:</b> | <b>School Year:</b> | <b>Evaluator:</b> |
| <b>Contract Status:</b> |                | <b>Assignment:</b>  |                   |

|   |                      |
|---|----------------------|
| <b>Standard selected by the teacher:</b><br><br>Teacher's Initials: _____ | <b>Goal:</b><br><br> |
|---|----------------------|

|   |                      |
|---|----------------------|
| <b>Standard selected by the evaluator:</b><br><br>Evaluator's Initials: _____ | <b>Goal:</b><br><br> |
|---|----------------------|

|   |  |
|---|--|
| <b>Standard selected jointly by teacher and evaluator:</b><br><br>Teacher's Initials: _____ Evaluator's Initials: _____ | <b>Goal:</b><br><br>(Attach separate page, if necessary) |
|---|--|

**The goals written to Standards have been reviewed and agreed upon as of this date but may be modified per Article 9 of the Contract.**

**Evaluator Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**RATINGS: D-Distinguished:** Exceeds California Standards for the Teaching Profession    **P-Proficient:** Meets California Standards for the Teaching Profession    **DE-Developing:** Developing to meet California Standards for the Teaching Profession    **U-Unsatisfactory:** Does not meet California Standards for the Teaching Profession

This evaluation document is based on the California Standards for the Teaching Profession (CSTP).

- The evaluation includes a rating for each Element of the Standard and an overall rating for the Standard.
- Giving a Distinguished rating requires the evaluator to provide written justification and evidence as to how the employee exceeds the Key Element or Standard.
- Rating of Unsatisfactory requires the evaluator to provide written evidence to support the rating

**Check Appropriate Box:**

|  |   |                        |
|--|---|------------------------|
| <b>1<sup>st</sup> Evaluation Rating</b>  | <input type="checkbox"/> <b>OVERALL RATING:</b>   | <b>Recommendation:</b> |
| <p>Evaluator Signature: _____ Date: _____</p> <p>Employee's Comments: Attach Separate Page</p> | <p>Evaluator Signature: _____ Date: _____</p> <p>My signature acknowledges that I have seen and discussed this evaluation but does not necessarily imply agreement with the conclusions of the evaluator.</p> |                        |
| <b>2<sup>nd</sup> Evaluation Rating</b>  | <input type="checkbox"/> <b>OVERALL RATING:</b>   | <b>Recommendation:</b> |
| <p>Evaluator Signature: _____ Date: _____</p> <p>Employee's Comments: Attach Separate Page</p> | <p>Evaluator Signature: _____ Date: _____</p> <p>My signature acknowledges that I have seen and discussed this evaluation but does not necessarily imply agreement with the conclusions of the evaluator.</p> |                        |

**EVALUATION DESCRIPTORS:  
ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING  
STANDARD 1**

| <b>RATING</b> | <b>KEY ELEMENT</b>   | <b>UNSATISFACTORY</b>  | <b>DEVELOPING</b>  | <b>PROFICIENT</b>   | <b>DISTINGUISHED</b>   |
|---------------|--|--|--|---|--|
|               | a) Connecting students' prior knowledge, life experience, and interests with learning goals                          | The teacher makes no connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher does not elicit student questions or comments during a lesson.           | The teacher makes some connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher elicits some questions from students during a lesson to monitor their understanding. | The teacher makes substantial connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher elicits and uses students' questions and comments during a lesson to extend their understanding. | The teacher facilitates as students connect and apply their prior knowledge, life experiences, and interests to new learning and the achievement of learning goals. The teacher builds on students' questions and comments during lessons to modify instruction. |
|               | b) Using a variety of instructional strategies to respond to students' diverse needs                                 | The teacher uses instructional strategies, but they lack variety, are poorly carried out, or are inappropriate to the students or to the instructional goals. No adjustments are made to respond to students' needs. | The teacher uses a selection of instructional strategies that are largely appropriate to the students and the instructional goals, but they may lack variety or may not be responsive to students' needs.                          | The teacher uses a variety of instructional strategies that are appropriate to the students and the instructional goals. The teacher carries these strategies out thoughtfully, making some adjustments to respond to students' needs.                | The teacher makes skillful use of a wide repertoire of instructional strategies to engage all students in learning, making adjustments while teaching to respond to students' needs.   |
|               | c) Facilitating learning experiences that promote autonomy, interaction, and choice                                  | Learning experiences are directed by the teacher, permitting no student autonomy, interaction, or choice.  | Learning experiences are directed by the teacher and allow limited student autonomy, interaction, and choice.  | Learning experiences are facilitated by the teacher to promote constructive interactions, autonomy, and choice, and to encourage and support student involvement in learning.   | Learning experiences are facilitated by the teacher and students to promote and support a variety of constructive interactions, autonomy, and choice in the pursuit of significant learning.   |
|               | d) Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful | No learning opportunities are provided for students to engage in problem solving, analysis, or inquiry within or across subject matter areas.  | Some learning opportunities are provided for students to engage in problem solving within or across subject matter areas, but little support is given to develop necessary skills.   | Learning opportunities and support are provided for students to engage in problem solving and in investigating and analyzing subject matter concepts and questions within or across subject matter areas.   | Learning opportunities are provided that extend student thinking, and engage and support all students in problem posing, problem solving, inquiry, and analysis of subject matter concepts and questions within or across subject matter areas.                  |
|               | e) Promoting self-directed, reflective learning for all students   | No opportunities are provided for students to initiate their own learning or to monitor their own work.  | Students' learning is directed and monitored by the teacher, and some opportunities are provided for students to reflect on their work individually.   | Students are supported in developing the skills needed to monitor their own learning during activities. Students reflect on and talk about their own work with peers.   | Students take initiative for their own learning, and reflect on, talk about, and evaluate their own work with peers.   |

**Overall Rating (U – Unsatisfactory, DE – Developing, P – Proficient, D – Distinguished)**

Evaluator Comments:

**EVALUATION DESCRIPTORS:  
CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING  
STANDARD 2**

| <b>RATING</b> | <b>KEY ELEMENT</b>   | <b>UNSATISFACTORY</b>   | <b>DEVELOPING</b>  | <b>PROFICIENT</b>  | <b>DISTINGUISHED</b>   |
|---------------|--|---|--|--|--|
|               | a) Creating a physical environment that engages all students                                 | The physical environment does not support student learning. There are one or more safety hazards and materials are difficult to access when needed.   | The physical environment is arranged for safety and accessibility, and it facilitates individual student engagement in learning.   | The arrangement of the physical environment ensures safety and accessibility. Most students work well individually or together as they participate in learning activities.   | The arrangement of the physical environment ensures safety and accessibility, and facilitates constructive interaction and purposeful engagement for all students in learning activities.                                |
|               | b) Establishing a climate that promotes fairness and respect                                 | The classroom climate is characterized by unfairness or disrespect, either between the teacher and students or among students. Students are unwilling to take risks. Teacher response to inappropriate behavior is unfair or inequitable. | A climate of fairness, caring, and respect is established by the teacher for most students, but few students take risks and the teacher does little to encourage them. For the most part, the pattern of teacher response to inappropriate behavior is fair and equitable. | A climate of fairness, caring, and respect is maintained by the teacher, and students are encouraged to take risks and be creative. The pattern of teacher response to inappropriate behavior is fair and equitable. | Students ensure that a climate of equity, caring, and respect is maintained in the classroom, and students take risks and are creative. The pattern of teacher response to inappropriate behavior is fair and equitable. |
|               | c) Promoting social development and group responsibility                                     | Does not foster the social development and self-esteem of students. Does not foster and maintain respect for diversity and students' sense of responsibility for themselves and others.   | Foster and maintain an environment in which students respect each other's differences most of the time and work together moderately well. The teacher provides limited opportunities for students to assume responsibility.  | Foster and maintain an environment in which students respect each other's differences and work independently and collaboratively taking responsibility for themselves and their peers.                               | Students work independently and collaboratively and maintain a classroom community in which they respect each other's differences, assume leadership, and are responsible for themselves and their peers.                |
|               | d) Establishing and maintaining standards for student behavior                               | No standards for behavior appear to have been established, or students are confused about what standards are expected.  | Standards for behavior have been established by the teacher, and the teacher's response to student behavior is generally appropriate.  | Standards for behavior are established, are clear to all students, and are maintained by the teacher. The teacher's response to student behavior is appropriate.   | Students and teacher develop standards for behavior together, and students are responsible for helping each other maintain standards.  |
|               | e) Planning and implementing classroom procedures and routines that support student learning | Classroom procedures and routines have not been established or are not being enforced.  | Procedure and routines have been established and work moderately well with little loss of instructional time.  | Procedures and routines work smoothly with no loss of instructional time.  | Students and teacher ensure that classroom procedures and routines operate seamlessly and efficiently.   |
|               | f) Using instructional time effectively  | Learning activities are often rushed or too long, and transitions are rough or confusing, resulting in a loss of instructional time.  | Instructional time is paced so that most students complete learning activities. Transitions used to move students into new activities are generally effective.   | Pacing of the lesson is appropriate to the activities and enables all students to engage successfully with the content. Transitions are smooth.  | Pacing of the lesson is adjusted as needed to ensure the engagement of all students in learning activities. Transitions are seamless.  |

**Overall Rating (U – Unsatisfactory, DE – Developing, P – Proficient, D – Distinguished)**

Evaluator Comments:

**EVALUATION DESCRIPTORS:  
UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING  
STANDARD 3**

| <b>RATING</b> | <b>KEY ELEMENT</b>  | <b>UNSATISFACTORY</b>   | <b>DEVELOPING</b>  | <b>PROFICIENT</b>  | <b>DISTINGUISHED</b>  |
|---------------|---|---|--|--|---|
|               | a) Demonstrating knowledge of subject matter and student development  | The teacher's working knowledge of subject matter and student development is inconsistently evident, does not adequately support students' learning, or may not be current.                   | The teacher's working knowledge of subject matter and basic principles of student development reflects a single perspective, supports some students' learning, and is usually current.                               | The teacher's working knowledge of subject matter and basic principles of student development incorporates different perspectives, supports all students' learning and is current.                     | The teacher's working knowledge of subject matter and individual students' development incorporates a broad range of perspectives, strongly supports all students' learning, and is current.  |
|               | b) Organizing curriculum to support student understanding of subject matter                                     | The curriculum is not organized and it rarely demonstrates concepts, themes, and skills, rarely values different perspectives or rarely supports students' understanding of core concepts.    | The curriculum is loosely organized, inconsistently demonstrates concepts, themes, and skills without revealing or valuing different perspectives, and supports an understanding of core concepts for some students. | The curriculum is organized and sequenced, demonstrates concepts, themes, and skills, reveals and values different perspectives, and supports an understanding of core concepts for all students.      | The curriculum is organized and sequenced and demonstrates concepts, themes, and skills, and the relationships between them. It reveals and values a broad range of perspectives, and is organized to ensure that all students develop a deep understanding of core concepts. |
|               | c) Interrelating ideas and information within and across subject matter areas                                   | The teacher presents curriculum without identifying or integrating key concepts and information, or does not relate content to previous learning in order to support students' understanding. | The teacher identifies some key concepts and information within and across the curriculum, and attempts to relate content to previous learning without extending students' understanding.                            | The teacher identifies and integrates key concepts and information within and across the curriculum, relates content to students' lives, and uses previous learning to extend students' understanding. | The teacher facilitates students 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.   |
|               | d) Developing student understanding through instructional strategies that are appropriate to the subject matter | Instructional strategies are not appropriately matched to subject matter content or concepts, and do not encourage students to think critically or to extend their knowledge.                 | The teacher may use a few strategies to make the content accessible to students, and may encourage some students to think critically or to extend their knowledge.   | The teacher uses appropriate instructional strategies to make content accessible to students, to encourage them to think critically, and to extend their knowledge of subject.                         | A repertoire of instructional strategies is used to make content accessible to all students, to challenge them to think critically, and to deepen their knowledge of and enthusiasm for subject matter.   |
|               | e) Using materials, resources and technologies to make subject matter accessible to students                    | Instructional materials, resources, and technologies are either not used or used inappropriately. Materials do not accurately reflect diverse perspectives.                                   | Instructional materials, resources, and technologies are used infrequently to convey key subject matter concepts. Materials may reflect diverse perspectives.  | Instructional materials, resources, and technologies support the curriculum and promote students' understanding of content and concepts. Materials reflect diverse perspectives.                       | A range of instructional materials, resources, and technologies are integrated into the curriculum to extend students' understanding of content and concepts. Materials reflect diverse perspectives.   |

**Overall Rating (U – Unsatisfactory, DE – Developing, P – Proficient, D – Distinguished)**

Evaluator Comments:

**EVALUATION DESCRIPTORS:  
PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS  
STANDARD 4**

| <b>RATING</b>  | <b>KEY ELEMENT</b>   | <b>UNSATISFACTORY</b>   | <b>DEVELOPING</b>  | <b>PROFICIENT</b>  | <b>DISTINGUISHED</b>  |
|--|--|---|--|--|---|
|  | a) Drawing on and valuing students' backgrounds, interests, and developmental learning needs | Instructional plans do not match nor reflect students' backgrounds, experiences, interests, and developmental needs, and do not support students' learning.   | Instructional plans are partially drawn from information about students' backgrounds, experiences, interests, and developmental needs to support students' learning.   | Instructional plans reflect students' backgrounds, experiences, interests, and developmental needs to support students' learning.  | Instructional plans build on students' backgrounds, experiences, interests, and developmental needs to support all students' learning.  |
|  | b) Establishing and articulating goals for student learning                                  | Instructional goals are not established nor address students' language, experiences, and/or home and school expectations. Expectations for students are low.  | Some instructional goals address students' language, experience, and/or home and school expectations. Expectations for students are inconsistent.  | Short-term and long-term instructional goals address students' language, experiences, and/or home and school expectations. Goals are appropriately challenging for most students and represent valuable learning. Expectations for students are generally high.  | Short-term and long-term instructional goals are set by teacher and students, and integrate students' language, experience, and home and school expectations. Goals are appropriately challenging for all students and represent valuable learning. Expectations for students are consistently high.  |
|  | c) Developing and sequencing instructional activities and materials for student learning     | Instructional activities and materials are not appropriate to the students, or the instructional goals do not engage students in meaningful learning. Activities are not logically sequenced within individual lessons and are rarely comprehensive in relation to the subject matter to be taught and in accordance with state and district adopted academic content standards for students. | Instructional activities and materials are partially appropriate to students and the learning goals, and engage some students in meaningful learning. Some activities are logically sequenced within individual lessons and are inconsistently comprehensive in relation to the subject matter to be taught and in accordance with state and district adopted academic content standards for students. | Instructional activities and materials are appropriate to students and the learning goals, make content and concepts relevant, and engage most students in meaningful learning. Activities are logically sequenced within individual lessons and are comprehensive in relation to the subject matter to be taught and in accordance with state and district adopted academic content standards for students. | Instructional activities and materials are differentiated to reflect individual students' interests and developmental needs, and engage all students in meaningful learning. Activities support the learning goals and are logically sequenced to clarify content and concepts, establish high expectations and relate to state and district adopted academic content standards for students. |
|  | d) Designing short-term and long-term plans to foster student learning                       | Individual lessons have little or no relation to long-term plans, or a unit plan has little recognizable structure.   | Long-term plans have a recognizable structure, although individual lessons are poorly sequenced and only partially helps students develop conceptual understanding.  | Long-term plans have a coherent structure with learning activities in individual lessons well-sequenced to promote conceptual understanding.   | Long-term plans are highly coherent. Learning sequences are responsive to the needs of individual students and promote understanding of complex concepts.   |
|  | e) Modifying instructional plans to adjust for student needs                                 | Instructional plans are not modified, in spite of evidence that modifications would improve student learning.   | Modifications to instructional plans address only superficial aspects of the lesson.   | Instructional plans are modified as needed to enhance student learning based on formal and informal assessment.  | Instructional plans are modified as needed, based on formal and informal assessment and students' suggestions, to ensure deeper conceptual understanding by all students.   |
| <b>Overall Rating (U – Unsatisfactory, DE – Developing, P – Proficient, D – Distinguished)</b> |  |   |  |  |   |
| Evaluator Comments:  |  |   |  |  |   |

**EVALUATION DESCRIPTORS:  
ASSESSING STUDENT LEARNING  
STANDARD 5**

| <b>RATING</b> | <b>KEY ELEMENT</b>   | <b>UNSATISFACTORY</b>  | <b>DEVELOPING</b>   | <b>PROFICIENT</b>  | <b>DISTINGUISHED</b>  |
|---------------|--|--|---|--|---|
|               | a) Establishing and communicating learning goals for all students                    | Few or no learning goals are established. Learning goals are not revised or clearly communicated to students or families.  | Learning goals are established to meet school and district expectations. Goals are communicated to all students without revision.   | Learning goals are established in relation to students' needs and the curriculum; and goals meet district and state expectations. Goals are communicated to all students and their families and are revised as needed.                   | Learning goals are established by the teacher, students, and families, are appropriate to students' needs and the curriculum; and goals meet district and state expectations. Goals are communicated to all students and families, and are revised as needed. |
|               | b) Collecting and using multiple sources of information to assess student learning   | The teacher uses no consistent sources of information to assess student learning and/or uses assessment strategies that are not appropriate to students' learning. | The teacher uses one or two sources of information to assess student learning and one or two assessment strategies to understand student progress.  | The teacher uses a variety of sources to collect information about student learning. Several appropriate assessment strategies are used to understand student progress.  | The teacher uses a variety of sources to collect information about student learning and a wide range of appropriate assessment strategies are used to understand student progress.  |
|               | c) Involving and guiding all students in assessing their own learning                | The teacher does not encourage students to reflect on or assess their own work.  | Student reflection is encouraged and guided by the teacher during some activities. Opportunities are provided for students to discuss work with peers.  | Student reflection and self-assessment are included in most learning activities. The teacher models skills and assessment strategies to help students understand their own work and discuss their work with peers.                       | Ongoing student reflection and self-assessment are integrated into the learning process. Students demonstrate assessment strategies and discuss work with peers.  |
|               | d) Using the results of assessment to guide instruction                              | Information about student learning is inappropriate or not used by the teacher to plan, guide, or adjust instruction.  | Information from a limited range of assessments is used to plan learning activities and may support students' needs and achievement. Assessments are not used to adjust instruction while teaching. | Information from a variety of assessments is used to plan and modify learning activities, as well as to meet class and individual student needs and achievement. Assessments are occasionally used to adjust instruction while teaching. | Information from a variety of ongoing assessments is used to plan and modify learning activities, and to support class and individual student needs and achievement. Assessments are used to adjust instruction while teaching in response to student needs.  |
|               | e) Communicating with students, families, and other audiences about student progress | The teacher provides some information about student learning to students, families, and support personnel, but the information is incomplete or unclear.           | The teacher provides information about student learning to students, families, and support personnel to promote understanding and academic progress.  | The teacher regularly exchanges information about student learning with students, families, and support personnel in ways that improve understanding and encourage academic progress.  | Students participate with the teacher to exchange information about their learning with families and support personnel in ways that improve understanding and encourage academic progress.  |
|               | f) Progressing students toward academic standards                                    | Given extenuating circumstances and using multiple measures, students are not making academic progress.  | Given extenuating circumstances and using multiple measures, students demonstrate limited academic progress.  | Given extenuating circumstances and using multiple measures, students demonstrate reasonable academic progress.  |   |

**Overall Rating (U – Unsatisfactory, DE – Developing, P – Proficient, D – Distinguished)**

Evaluator Comments:

**EVALUATION DESCRIPTORS:  
DEVELOPING AS A PROFESSIONAL EDUCATOR  
STANDARD 6**

| <b>RATING</b> | <b>KEY ELEMENT</b>  | <b>UNSATISFACTORY</b>  | <b>DEVELOPING</b>  | <b>PROFICIENT</b>  | <b>DISTINGUISHED</b> |
|---------------|---|--|--|--|----------------------|
|               | a) Establishing professional goals and pursuing opportunities to grow professionally    | Professional goals are not established to guide practice. The teacher rarely pursues opportunities to develop new knowledge or skills, or to participate in the professional community.  | Professional goals are established with assistance. The teacher pursues opportunities to acquire new knowledge and skills, but infrequently participates in the professional community.  | Professional goals are developed and the teacher pursues opportunities to acquire new knowledge and skills, and participates in the professional community.  | N/A                  |
|               | b) Working with communities to improve professional practice                            | The teacher has limited knowledge of students' communities or of how to access them to provide learning experiences for students or to promote collaboration with the school.  | The teacher understands the importance of students' communities, but is not sure how to apply this to benefit students and families, provide experiences to support learning, or promote collaboration with the school.  | The teacher values students' communities and develops knowledge of them to benefit students and families, provide some experiences to support students learning, and support collaboration between school and community.   | N/A                  |
|               | c) Working with families to improve professional practice                               | The teacher may demonstrate respect for students' families or their backgrounds, but has limited communication with families, and is not sure how to provide opportunities for participation in the classroom or school community.   | The teacher respects some students' families, initiates communication and develops an understanding of their diverse backgrounds, and may provide some opportunities for families to participate in the classroom or school community.   | The teacher respects students' families, develops positive communication and an understanding of their diverse back-grounds, and provides opportunities for families to participate in the classroom or school community.  | N/A                  |
|               | d) Working with colleagues to improve professional practice                             | The teacher rarely converses with colleagues, rarely seeks out other staff to meet student needs, and rarely participates in school or district events or learning activities.   | The teacher engages in dialogue with some colleagues, seeks out staff to help meet students' needs, and participates in some school-wide events.   | The teacher engages in dialogue with colleagues, collaborates with staff to meet students' needs and participates in school-wide events.   | N/A                  |
|               | e) Complying with district and school established rules, regulations, policies and laws | Maintenance and submission of records is inconsistent, untimely, and/or incomplete. Professional conduct and integrity is often not demonstrated. Attendance is irregular and arrival is often late. Necessary safety precautions for students and self are not taken. Interventions for student services are inappropriate or inconsistent. | Does not always maintain and submit accurate and complete records and reports in a timely manner. Professional conduct and integrity is not always demonstrated. Regular and prompt attendance is inconsistent. Necessary safety precautions for students and self, along with appropriate interventions for student services, is minimal or inconsistent. | Consistently maintains and promptly submits accurate and complete records and reports. Necessary precautions are taken to protect students and self and is regular and prompt in attendance. Seeks appropriate intervention services for students and demonstrates professional conduct and integrity in the classroom and school-related functions. | N/A                  |
|               | f) Reflecting on teaching practice and planning professional development                | The teacher may reflect on specific problems or areas of concern in his or her teaching practice, but rarely uses reflection to assess growth over time or to plan professional development.   | The teacher reflects on some lesson and areas of concern in his or her teaching practice, assesses growth in these areas with assistance, and may use reflection to plan professional development.   | The teacher reflects on his or her teaching practice in relation to areas of concern and student learning, assesses growth over time, and may use reflection to plan professional development.   | N/A                  |

**Overall Rating (U – Unsatisfactory, DE – Developing, P – Proficient, D – Distinguished)**

Evaluator Comments:

**EVALUATION DESCRIPTORS:**

**EVALUATOR COMMENTS IN SUPPORT OF A DISTINGUISHED RATING**

Please note the Standard(s) and Key Element(s) and describe specific behavior.

A large, empty rectangular box with a thin black border, intended for the evaluator to write their comments in support of a distinguished rating. The box is currently blank.

Evaluator Initials: \_\_\_\_\_ Employee Initials: \_\_\_\_\_

**APPENDIX F. CURRENT MOUs**