

An Agreement Between the

Aromas-San Juan Unified School District

And

Aromas/San Juan Teachers Association

July 1, 2024 - June 30, 2027

Board Approval: 6/17/2026

2026 TA Agreement

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Article 1: AGREEMENT

1.1 This Agreement is made and entered into by and between the Board of Trustees of the Aromas-San Juan Unified School District, which together with its administrative staff and representatives shall be referred to in this Agreement as the "District" and the Aromas/San Juan Teachers 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 **Severability**

1.2.1 If any provisions of this agreement are held to be contrary to law by final decision of a court or administrative agency, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

1.2.2 Within ten (10) days of receipt of notification of a court's decision, the District and the Association shall meet and renegotiate the affected portions of the agreement.

1.3 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" (Educational Employees Relations Act).

1.4 This Agreement shall remain in full force and effect from July 1, 2024, through June 30, 2027.

1.5 Any individual contract between the District and a unit member shall be subject to and consistent with the terms and conditions of this Agreement.

Article 2: RECOGNITION

2.1 In accordance with the Public Employment Relations Board's "Certificate of Representation," the Bargaining Unit shall include all certificated classroom teachers, specialist teachers (i.e. – home independent study, physical education, art, music, resource teachers, and other certificated personnel involved in the teaching of students), and school counselors in the Aromas-San Juan Unified School District (Hereinafter referred to as the "District"), excluding supervisory, management, and substitutes employed by the District. Other unrepresented certificated positions may be added using the appropriate PERB procedures.

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 by unit members and shall not be subcontracted or otherwise transferred out of the bargaining unit, with the exception of specialized services for individual students.

Article 3: ORGANIZATIONAL SECURITY

3.1 **Dues Deduction**

3.1.1 The right of payroll deduction for payment of membership dues 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 re-solicited. Membership dues and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members.

3.1.2 The Association President or membership chair shall deliver to the District an assignment authorizing deduction of membership dues and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) for 10 month pay employees or one-eleventh (1/11) for 11 month pay employees of such dues from the regular salary check of the unit member each month for ten (10) months or eleven (11) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated from their date of hire.

Article 4: RIGHTS

4.1 **District Rights**

4.1.1 The exercise of power, rights, duties and responsibilities, the adoption of policies, rules, and regulations, and the use of judgment and discretion by the District, its Board of Trustees, and its designees, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms are in conformance with the laws of the State of California. Further, the District retains all its power and authority to take on any matter in the event of an emergency. An emergency is defined as a sudden, unforeseen situation that is caused by factors beyond the control of the District and which requires immediate action to avoid disaster. Any alleged violation of this provision may be grieved directly at the Superintendent Level 3 of the grievance procedure of this Agreement.

4.2 **Association Rights**

The Association shall have the right to:

4.2.1 Use school facilities to meet with unit members before and after school hours and during lunch.

4.2.2 Be granted reasonable release time and suffer no loss of pay when the District and Association meet for the purpose of negotiations pertaining to the collective bargaining agreement during the unit member's assigned working hours. Any meeting outside normal hours shall be done upon mutual consent.

4.2.3 Distribute Association materials through the District mailboxes, fax machines, and/or "pony" service among the schools and use bulletin board space at each school site for the purpose of posting notices and bulletins regarding the official business and activities of the Association.

4.2.4 Examine public documents that are necessary for the enforcement of this Agreement and the negotiations of future agreement.

4.2.5 The District will post a copy of the collective bargaining agreement, on the District website (http://www.asjusd.org) in a format which permits individual employees to download copies. The District will refer new hires to the website for their review and downloading copies of the collective bargaining agreement as needed. The Association President and Site Representatives will each be emailed a link to each new board agenda.

4.2.6 The Association President will be provided release time to facilitate Association business. To help facilitate the District in staffing and scheduling for the following year, by May 1st of each school year, the Association shall submit to the District written notice of the amount of regularly scheduled release time requested for the following school year. The District shall invoice the Association of the cost of the substitute teacher. The Association

shall reimburse the District for this cost.

4.3 **New Bargaining Unit Member Orientation**

4.3.1 As per AB 119, the District shall provide the Association president or designee with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer and home addresses of newly hired bargaining unit members within thirty (30) days of hire or by the first pay period of the month following hire (Cal. Gov't Code 3558)

4.3.2 The District shall also provide the Association an updated listing of all members of the bargaining unit including name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home addresses every four months (120 days).

4.3.3 In addition, the District shall notify a representative from the Association at least ten (10) days in advance of all new bargaining unit members' orientations. For clarification, any onboarding process, even for a single new unit member, constitutes a new bargaining unit member orientation.

4.3.4 The Association shall be allotted sufficient time during the new bargaining unit member orientation to provide unit members with an overview of the Association and the rights and responsibilities created by this Agreement.

4.3.5 The District will hold an orientation meeting annually, prior to the first day of school for new bargaining unit members and will provide ten (10) days advanced notice to the Association regarding the time and location of the event.

Article 5: COMPENSATION

5.1 Compensation

5.1.1 Unit member compensation shall be paid in accordance with the Certificated Salary Schedule in Appendix A.

5.1.2 Hourly rate of pay for services rendered beyond the scope of the contracted position/workday, with prior written authorization from administration, shall be in accordance with the rate of $50.00 per hour on the Certificated Salary Schedule in Appendix A.

5.1.3 The stipend schedule for extra duty is attached as Appendix B.

5.2 Initial Placement

5.2.1 The District shall place a newly employed unit member on the Certificated Salary Schedule (Appendix A), based upon the unit member's degree(s) and educational units, years of teaching in the public school setting (based on 5.2.2) and credential(s) possessed at the time of his/her commencement of District service.

5.2.2 Effective July 1, 2025, the District shall place a newly employed unit member on the Certificated Salary Schedule (Appendix A), based upon one year of credit on the salary schedule for each year of teaching experience in a licensed or accredited public or private school in any U.S. State, up to a total of 20 years of credit. For the purpose of initial placement, one year of teaching experience is equivalent to 135 days of full-time employment in a teaching position. A newly employed unit member shall also be granted credit for up to a maximum of 75 educational units beyond a bachelor's degree.

5.2.3 Speech and Language Pathologist unit members shall be placed on a separate 203-day salary schedule based on the Certificated Salary Schedule. The District may accept more than 15 years verified previous experience. See Appendix A.

5.2.4 A unit member who possesses a valid California teaching credential, but who is teaching in a position requiring that the unit member possess intern qualifications or waiver, shall be treated as a fully credentialed teacher for salary advancement purposes and therefore shall be placed on the salary schedule according to that unit member's length of service and educational units as set forth herein.

5.3 Advancement

5.3.1 Vertical Advancement - A unit member shall advance one (1) vertical step on the salary schedule for each complete year of teaching. For the purposes of advancement, a unit member must serve at least 135 days in the school year of full-time employment. All part-time unit members shall be placed on the scale on the appropriate Step and Column. He/she shall receive the appropriate percent of the step, in accordance with Article 14 of

this Agreement.

5.3.1.1 For purposes of advancement on the salary schedule, time spent on a military duty for declared national emergency, regardless of length of leave; accident or illness leave, and maternity leave, shall be counted as time worked.

5.3.2 Each column on the salary schedule reflects the number of (semester units as per 5.3.8) educational units accrued beyond a bachelor's degree. Each column shall contain the following maximum number of vertical steps.

Column	**Maximum Step**
BA	3
BA+30	9
BA+45	10
BA+60	11
BA+75	13-23

5.3.3 With the exception of the first column, each box in the Certificated Salary Schedule in Appendix A should have a numerical value in it. The first column contains a maximum value; higher steps in the column have no printed numbers. If a unit member's step on the salary schedule exceeds the maximum printed value for that column, the unit member's salary will be the maximum printed value for that column regardless of what step the unit member is actually on.

5.3.4 Horizontal Advancement - A unit member may advance horizontally on the salary schedule by earning the educational units from any state, regional, or federally accredited institution of higher education or a special program preapproved by the District. The educational units must be reasonably related to a unit member's assignment and/or approved professional growth plan, approved by the Superintendent or designee on District forms (Appendix C) and must not duplicate courses previously completed.

5.3.5 A unit member shall submit a list of the units he/she intends to earn towards advancement to the Superintendent or designee for approval by the last working day of the school year. Approval shall not be arbitrarily or capriciously denied. Forms for this purpose are in Appendix C. A minimum grade of "C" for courses on an A through F scale or "pass" for credit only courses must be earned for advancement. No "audit" courses will count toward advancement.

5.3.6 Unit members shall receive compensation, according to Appendix A, for successfully completing semester units received from an accredited college or university. Units completed prior to September 1st will be paid that fiscal year so long as the unit member has provided the District with proof of completion by September 15th. Units completed after September 1st, will be paid the following fiscal year so long as the unit member has provided the District with official transcripts. If by September 15th, the unit member is unable to submit official records or transcripts verifying units of study which are to apply to reclassification, official notices in the form of a grade card, unofficial transcript, 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 to the District as soon as it becomes available. This section applies to degrees and certificates awarded for compensation.

5.3.7 Unit members possessing a Master's degree shall be entitled to remuneration above and beyond that indicated in the salary schedule by the amount listed in Appendix A. A Master's Degree shall be from an accredited college or university, with course work in an educationally related field. A newly acquired Master's degree must be submitted by September 15th.

5.3.8 Units applicable for class advancement are "semester units". "Quarter units" shall be converted to semester units by multiplying the total of any such units by two thirds.

5.3.9 The District shall provide each unit member by May 15th, of each school year, a written statement of the number of units that the District has registered in its records towards advanced salary schedule placement for the unit member. New unit members will be notified by the end of the second week of school of their placement on the salary schedule.

5.4 **Payment Schedule**

5.4.1 All unit members shall be paid in 10 or 11 payments, payable on the last business day of the month. A unit member must designate in writing by August 1st, to the Business office their intent to receive 11 payments.

5.5 **Professional Certification Stipends**

5.5.1 The annual stipend for professional certification shall be paid in accordance with Appendix A, along with to the unit member's regular salary. Only one stipend in this area shall be paid per unit member. They include the following:

- National Board Certificate
- Bilingual Cross-Cultural Language Acquisition and Development Credential (BCLAD)
- CLAD
- Certificate of Completion of Staff Development (SB1969)
- Certificate of Completion of Staff Development (SB395)

- Specialist Certificates (Only one can be claimed in this area)
  - Learning Handicapped
  - Severely Handicapped
  - Resource Specialist
  - Communication Handicapped

5.5.2 Unit members hired after June 2003, whose clear teaching credential includes an English Learner authorization, will not be eligible for the additional stipend.

5.5.3 Unit members shall receive a stipend of one hundred dollars ($100) per day for District approved sponsored, or required, or promoted programs conducted outside of the current

contractual work year.

5.5.4 Unit members shall receive the hourly salary schedule rate for hours worked on District-approved curriculum development or District proposed projects. Such projects must be based on a proposal made by the District or on a proposal submitted by the unit member and pre-approved by the District.

5.6 **Salary Underpayment**

5.6.1 An underpayment is defined as any compensation to which the unit member was entitled, but the District failed to pay. Any underpayment amount brought to the District's attention on or before the 10th of the month will be paid in full at the end of the month. Any underpayment amount brought to the District's attention after the 10th of the month will be paid in full no later than the end of the following month.

5.7 **Salary Overpayment**

5.7.1 An overpayment is defined as any compensation received to which the unit member was not entitled. The following procedure shall apply to any salary overpayment:

- The unit member shall receive a 30-days written notice prior to the deduction explaining the circumstances and the amount of the overpayment.
- An overpayment of less than $100 shall be deducted as a single amount.
- An overpayment in excess of $100 shall be deducted in equal amounts for the remaining payroll months of the school year unless otherwise mutually agreed upon in writing by the unit member, the District, and the Association.

5.8 **Extra Duty / Coaching Compensation Disbursement**

5.8.1 The entire stipend will be disbursed at the end of the extra duty/coaching assignment. To initiate this payment a unit member shall submit an Extra Duty Stipend Form to their Site Administrator.

5.9 **Mileage**

5.9.1 Unit members, who may be required by the District to use their own automobiles in the performance of their duties, shall be reimbursed for all such travel at the District mileage rate for all required driving done between work and locations.

5.10 **Extra Duty and Stipend Payments**

5.10.1 Requests for payment for services rendered, which are in addition to those included in the regular teaching assignment, shall be submitted to the Business Office no later than the 20th of the calendar month and will be paid the following month.

5.11 **Notification Incentive**

5.11.1 Unit members who notify the District of their retirement under STRS with an effective date of June 30th shall receive the following:

- Notify by January 15th: $1,000.00
- Notify by February 15th: $750.00
- Notify by March 15th: $500.00

Article 6: ASSIGNMENT, TRANSFER AND REASSIGNMENT

6.1 Rights and Procedures

6.1.1 The District reserves the right to assign, transfer and reassign personnel to meet the needs of students and the best interests of the school district except as specifically limited by this Article.

6.1.2 Site/District administrators shall assign unit members based on the unit member's credentials, teaching experience in a subject matter or grade level, training, major and minor fields of study, advanced degrees related to the assignment, documented strengths or weaknesses, order of employment, special skills, compliance with state and/or federal statutes, and the District projected or actual staffing needs of the school and students.

6.2 Definitions

6.2.1 Assignment – The grade level(s) (K-8 or elementary) or Subject Matter Authorization (Secondary or High School) in which the unit member is currently assigned.

6.2.2 Reassignment – The movement of a unit member from one subject area to another subject area or from one grade level to another grade level within the same school site.

6.2.3 Voluntary Reassignment— A reassignment initiated by the unit member.

6.2.4 Involuntary Reassignment—A reassignment initiated by the site/district administrators.

6.2.5 Transfer — The movement of a unit member from one school site to another school site.

6.2.6 Voluntary Transfer — A transfer initiated by the unit member.

6.2.7 Involuntary Transfer — A transfer initiated by the site/district administrators.

6.2.8 Vacancy — Any position which the district seeks to fill.

6.2.9 Seniority – the first day of paid status as a probationary employee.

6.2.10 Grade Levels – Elementary grade levels are defined as follows:

- Primary: Transitional Kindergarten through Grade Two (TK – 2)
- Elementary: Grade Three through Grade Five (3 – 5)
- Middle: Grade Six through Grade Eight (6 – 8)

6.3 Vacancies

6.3.1 A vacancy is any position that does not have a unit member assigned to it. This includes any vacated, promotional, or newly created position, including positions created by reconfiguration or restructuring and any supplemental instructional programs offered by the District.

6.3.2 The Superintendent or his/her designee may declare that vacancies will not be filled if the positions will not exist due to reduction in program, diminished funds, or a decline in enrollment.

6.3.3 All vacancies for the coming school year shall be electronically posted on the district website and emailed to all bargaining unit members. Lists shall be updated when a change occurs until all openings have been filled. Updated lists will be emailed to bargaining unit members as they occur throughout the summer.

6.3.4 Each opening listed shall include the following information: Site location of the vacancy; grade level or subject matter assignment; credential requirements; service requirements; special qualifications that can be objectively and educationally justified; job description and typical responsibilities if other than a classroom teaching assignment.

6.3.5 In determining whether a vacancy shall be filled as per section 6.3.5, a unit member must have the appropriate qualifications. The site/district administrator shall use the following list of criteria to determine if the unit member has the appropriate qualifications:

- Credentials
- Knowledge of program
- Prior performance evaluations
- Instructional requirements of the program
- Instructional requirements of the program
- Ability to maintain effective learning environment
- Experience in subject matter area
- Major/minor areas of study

6.3.6 If a vacancy is posted it shall be filled by the most qualified applicant available. The site/district administrators shall fill vacancies in the following order:

- Permanent unit members requesting voluntary reassignment/transfer within the scope of their credentials.
- Probationary unit members requesting voluntary reassignment/transfer within the scope of their credentials
- Unit members on Rehire List
- New Hires

6.3.7 If two or more-unit members with State required credentials for the position apply for a vacancy, and all things are equal, the unit member with the greatest seniority will receive the position. If there remains a tie, tie breaking criteria will be applied. (Section 6.9). In determining whether a vacancy shall be filled as per section 6.3.5, a unit member must have the appropriate qualifications. The site/district administrator shall use the following list of criteria to determine if the unit member has the appropriate qualifications:

- Credentials
- Knowledge of program
- Prior performance evaluations
- Instructional requirements of the program
- Instructional requirements of the program
- Ability to maintain effective learning environment

- Experience in subject matter area
- Major/minor areas of study

6.3.8 A unit member may agree to an assignment outside the unit member's credential authorization(s), providing that the site/district administrator shall assist in securing all the necessary documentation.

6.3.9 At the end of a school year, the unit member may withdraw from the assignment referred to in Section 6.3.8 above. Subsequently, the unit member shall be assigned in accordance with Section 6.3.7 above.

6.3.10 No outside applicant may be selected to fill a vacancy if there is a qualified unit member applicant. If a unit member is denied a vacant position, the site/district administrator may be required to demonstrate that the person who was assigned to the vacant position has more appropriate qualifications than the unit member.

6.4 **Voluntary Reassignment— A reassignment initiated by the unit member**

6.4.1 The unit member must submit their letter of intent requesting reassignment by February 15th to the Human Resources Office whether or not a vacancy exists for the following academic year.

6.4.2 In making unit member-initiated reassignments, the site/district administrator shall consider identified program needs, the unit member's experience, credential, major and minor fields of study, district seniority, and prior evaluations.

6.4.3 Voluntary reassignments will not be made without consultation with all of the parties involved. If a unit member's request for reassignment is denied, the unit member, upon written request, shall be granted a meeting with the site 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. The request, meeting, and written response each shall follow consecutive five working day timelines.

6.4.4 If two (2) or more unit members request reassignment to a vacancy and all other considerations are equal, seniority tie breaking criteria will be applied. (Section 6.9)

6.4.5 The reassignment request shall not be denied arbitrarily, capriciously, or without basis in fact.

6.5 **Involuntary Reassignment — A reassignment initiated by the site/district administrators**

6.5.1 Site/District administrator may initiate reassignment due to changes in enrollment, openings, staffing shortages or surpluses within a school and/or department or verified curricular needs.

6.5.2 In the event the need is filled by involuntary reassignment, the site/district administrator shall inform the affected unit member, in writing, the reasons for the involuntary reassignment/transfer. A copy of this shall be kept by the District Human Resources Office, in a sealed envelope marked confidential for Human Resources Office Only.

6.5.3 Upon request by the unit member, within five (5) workdays of receiving notification of an involuntary reassignment, the site/district administrator(s) shall meet with the unit member.

6.5.4 Before an involuntary reassignment becomes final, the affected unit member shall have the option of applying for a vacancy as a voluntary reassignment.

6.5.5 Any unit member who is involuntarily reassigned during a school year shall not be involuntarily reassigned again for two (2) years, inclusive of the year transferred.

6.5.6 In the event of an involuntary reassignment, the unit member shall be granted at least three (3) days of paid prep time at the negotiated hourly rate or three (3) days of release time to prepare for his/her new assignment. Said preparation time or release time is to be expended on mutually agreed upon dates between the unit member and the site administrator involved. Additionally, the unit member who is involuntarily changing classrooms will be granted three (3) days of release time or shall be paid at the negotiated hourly rate for three (3) days. This section only applies to individuals who are changing grade level/subject and classroom.

6.5.7 In the event of involuntary reassignment to a different grade level and/or subject, the unit member shall work with the site principal to identify needed resources to support the transition, including school supplies, classroom materials, technology, adopted curriculum, and professional development. The unit member may submit receipts for up to $500 for classroom materials that shall be subject to pre-approval by the site administrator.

6.5.8 The District will transport a unit member's materials when relocating to a new classroom provided the unit member prepares such materials for movement. The unit member is responsible for packing and labeling all personal teaching materials. The District is responsible for moving the unit member's personal teaching materials. The District shall prepare and clean the unit member's assigned room before the member is scheduled to occupy the room.

6.5.9 Combination grade level classes shall be kept at a minimum as much as possible. Unit members of TK-8 combination grade level classes will be chosen on a voluntary basis. If there are insufficient volunteers, a unit member may be assigned to teach the combination grade level class for a maximum period of one year. Unit members assigned combination classes will be afforded all rights provided under sections 6.5.6 and 6.5.7.

6.6 **Voluntary Transfer — A transfer initiated by the unit member**

6.6.1 The unit member must submit a transfer request by February 15 to the Human Resources Office whether or not a vacancy exists for the following academic year.

6.6.2 Voluntary transfers will not be made without consultation with all of the parties involved. If a unit member's request for a transfer is denied, the unit member, upon written request, shall be granted a meeting with the site 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. The request, meeting, and written response each shall follow consecutive five working day timelines.

6.6.3 If two or more-unit members request a transfer to a vacancy and all other considerations are equal, seniority tie breaking criteria will be applied. (Section 6.9)

6.7 **Involuntary Transfer — A transfer initiated by the site/district administrators**

6.7.1 An involuntary transfer may be initiated by the site/district administrators due to changes in enrollment and/or boundaries, school closure and/or opening, staffing shortages or surpluses within a school and/or department, and verified curricular needs. The site/district administrators shall seek volunteers at that school before involuntarily transferring a unit member.

6.7.2 An involuntary transfer may also be initiated by the site/district administrators in an attempt to improve a unit member's performance. Before an involuntary transfer for this reason takes place, unit members shall be given the opportunity to improve or correct the situation. No unit member shall be involuntarily transferred for punitive or disciplinary reasons.

6.7.3 A unit member who is to be involuntarily transferred shall receive written notice of such action together with the reasons for this action. The district will make every reasonable effort to notify the unit member by the last contractual workday.

6.7.4 When a unit member is notified of an involuntary transfer as the result of enrollment projections for the subsequent school year and the transfer is no longer necessary or a vacancy occurs at the original site for which the affected unit member is credentialed, the unit member to be transferred has the right of first refusal to remain at the original site. The right of first refusal shall be exercised within 5 working days of notice of the vacancy and no later than June 30.

6.7.5 Before an involuntary transfer becomes final, the affected unit member shall have the option of applying for a vacancy as a voluntary reassignment.

6.7.6 In the event of an involuntary transfer, the unit member shall be granted at least three (3) days of paid prep time at the negotiated hourly rate or three (3) days of release time to prepare for his/her new assignment. Said preparation time or release time is to be expended on mutually agreed upon dates between the unit member and the site/district administrator involved. Additionally, the unit member who is involuntarily changing classrooms will be granted three (3) days of release time or shall be paid at the negotiated hourly rate for three (3) days. This section only applies to individuals who are changing grade level/subject and classroom.

6.7.7 In the event of involuntary transfer, the unit member shall work with the site principal to identify needed resources to support the transition, including school supplies, classroom materials, technology, adopted curriculum, and professional development. The unit member may submit receipts for up to $500 for classroom materials that shall be subject to pre-approval by the site administrator.

6.7.8 Any unit member who is involuntarily transferred during a school year shall not be involuntarily transferred again for two (2) years, inclusive of the year transferred.

6.8 **Notification of Assignment**

6.8.1 The Human Resources department shall provide an assignment preference form (letter of intent) to each member by January 31st. Unit members shall return this form to the Human Resources department by February 15th. Human Resources shall post all open positions by email to all unit members as they become available. Interested and qualified members shall submit, in writing, their names for open or new positions.

6.8.2 The site administrator shall consider requests for grade/site preference in making assignments.

6.8.3 The Human Resource department will notify unit members of their next year's assignment by the last contractual workday. Such notice shall specify the grade level, subject area and/or position to which the unit members will be assigned. Any changes from these assignments will be made on the basis of unpredictable changes in the school site needs, such as student enrollment or unexpected staff vacancies. All unit members involved shall be contacted as soon as the change is known.

6.9 **Seniority**

6.9.1 Seniority is defined as the unit member's initial date of paid service in the bargaining unit.

6.9.2 Two or more unit members qualified for a position, who have the same initial date of paid service, shall have their seniority number determined by assigned points.

- One point for each clear credential
- One point for each supplementary authorization and/or certificate
- One point for each earned degree at or above BA/BS level beyond the 1st BA/BS earned
- One point for multiple language skills relevant to the District need as demonstrated by oral interview

6.9.3 If seniority is equal with all above conditions, the unit member with the most years of classroom experience will receive priority.

6.9.4 Unit members with the same amount of combined points per Article 6.9.2 and 6.9.3 shall have their seniority determined by lot in the presence of the association president.

6.9.5 A unit member on a District approved unpaid leave of absence shall maintain, but not accrue, seniority while on leave.

6.9.6 A unit member on District approved special assignment shall continue to accrue seniority while on special assignment.

6.9.7 A unit member shall maintain seniority during the layoff period.

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

6.10 **Voluntary transfer/reassignment after the school year begins**

6.10.1 If a voluntary transfer or reassignment is made after the unit member has reported to work, the unit member shall be granted at least three (3) days of paid prep time at the negotiated hourly rate or three (3) days of release time to prepare for his/her new assignment. Said preparation time or release time is to be expended on mutually agreed upon dates between the unit member and the site/district administrator involved.

6.11 **Classroom Relocation**

6.11.1 If a unit member's classroom assignment is involuntarily relocated within the same school site, the unit member will be granted three (3) days of release time or shall be paid at the negotiated hourly rate for up to three (3) days. The District shall prepare and clean the unit member's assigned room before the member is scheduled to occupy the room.

Article 7: WORKPRESERVATION/REDUCTION IN FORCE/SUBCONTRACTING

7.1 **Dismissed Pursuant to Education Code**

7.1.1 A unit member shall only be dismissed pursuant to the Education Code.

7.2 **Layoff Notices**

7.2.1 At least seven (7) workdays prior to the issuance of layoff notices, the District shall notify the Association of its intent to lay off unit members. Concurrent with such notification, the District shall provide the Association with all pertinent information relating to the contemplated layoffs, including, but not limited to the following:

7.2.2 The names and sites of unit members being laid off;

7.2.3 A list of all unit members ordered by seniority, work location, assignment, and credentials held;

7.2.4 A list of all temporary unit members, indicating credentials held;

7.2.5 A list of class positions and projected class sizes comparing current, pre-layoff positions to the following year if applicable.

7.2.6 A list of all substitute, part-time, and other employees performing bargaining unit work, not identified above, indicating the numbers of hours per week worked by each employee.

7.2.7 Within five (5) workdays of the notification by the District to the Association of contemplated layoffs, the District and the Association shall meet to negotiate the possible impacts to this Agreement if requested to do so by either party.

7.2.8 In the event of a layoff, the district shall not subcontract work formerly performed by a by laid off unit members to any outside entity.

7.2.9 Members of the bargaining unit who are laid off have a right to a hearing as per Ed. Code. In the event a unit member is laid off, the District shall pay the full cost of fringe benefit such plans listed in Article 15 for the laid off unit member and her/his dependents for one month following the date health and welfare benefits would otherwise expire. Thereafter, the unit member will be notified by the District insurance carrier of their right to COBRA.

7.3 **Rehire of Unit Members**

7.3.1 By May 15th, the District will establish a Rehire List of qualified, credentialed unit members.

7.3.2 Unit members will be placed on this Rehire List by District seniority as defined in Article 6.7.

7.3.3 Unit members with the same amount of points per Article 6.7 shall have their seniority determined by lot.

7.3.4 The lottery shall be conducted in the presence of at least two (2) Association representatives. The unit members impacted may also be present, but are not required to be present.

7.3.5 The District will provide the Association with a copy of the Rehire List.

Article 8: PEER ASSISTANCE AND REVIEW

ASJUSD proposes to add the Peer Assistance and Review process to the list of processes to be considered in the Committee reviewing the Evaluation procedures.

8.1 **Program Components**

8.1.1 There shall be a Peer Assistance and Review Program ("Program") for all unit members. The Program provides a mechanism whereby exemplary teachers assist other unit members in the areas of subject matter knowledge, teaching methodology, and teaching strategies.

8.1.2 Referred Teacher Program: Unit members receiving an "unsatisfactory" evaluation in the area of teaching methodology and/or instruction shall be referred to the Program by the principal or designated evaluator and shall participate in the Program.

8.2 **Peer Assistance and Review Panel**

8.2.1 The Program shall be governed by a Program Panel ("Panel") composed of 5 members, a majority of whom shall be unit members chosen by the Association and with preferably no more than one (1) representative from each School site. The members of the Panel shall be certificated administrators selected by the Superintendent. Any mid-term replacements will adhere to the same procedure.

A quorum for Panel meetings shall be at least two (2) unit members and one administrator. Decisions shall be made by consensus when possible. Should a vote be required, action must be taken on an affirmative vote of at least 3 members.

8.2.2 If a unit member(s) is referred to P.A.R, based on their evaluation, then panel members will be selected annually by May 5th.

8.2.3 Qualifications for the unit members of the Panel shall be the same qualifications for a Consulting Teacher.

8.2.4 If a member of the Panel leaves prior to the completion of his/her term, the vacant position shall be filled for the remainder of the term in the same manner by which the departed member was originally chosen or designated.

The Panel shall be responsible for:

- Establishing rules of procedure;
- Selecting a chairperson;
- Providing annual training for Panel members;
- Selecting Consulting Teachers;
- Arranging appropriate training for Consulting Teachers;
- Accepting referrals for Referred Teacher peer assistance from Principals or designated evaluators;

- Accepting or rejecting voluntary requests for assistance from individual unit members;
- Any decisions about eligibility for the Program;
- Sending written notification of participation in the Program to the Participating Teacher, Consulting Teacher, and the Principal or designated evaluator;
- Meeting a minimum of four times per year to review the work of the Consulting Teacher log of hours with their caseloads;
- Monitoring the work of peer coaches and their documentation;
- Reviewing peer review reports prepared by Consulting Teacher;
- Monitoring the progress of Referred teacher peer assistance, including making reports to the Board of Education regarding Program participants, in the program progress after receiving sustained assistance from a Consulting Teacher. All reports pursuant to this provision shall be made to the Board not later than April 15th of the school year in which the Program was utilized to assist a unit member;
- Recommending a budget for the Program, subject to Board approval; and
- Annually evaluating the impact of the Program in order to improve its effectiveness. The Program evaluation shall be presented to the Board of Trustees at a regular meeting in May of each school year. The Association shall receive a copy of the report.

8.2.5 A Panel member shall neither participate in discussion nor vote on any matter in which he or she has a personal conflict of interest.

8.2.6 Unit member representatives to the Program Panel will receive a stipend as outlined in Appendix B.

8.3 **Consulting Teachers**

8.3.1 The Program Panel selects and assigns the Consulting Teacher, who shall assist another unit member in need of development of subject matter knowledge, teaching strategies, teaching methodology on instruction, and assist those participating in the (BTSA) Program.

8.3.2 A unit member must possess the following minimum qualifications to be selected as Consulting Teacher;

- A credentialed unit member with permanent status;
- Five years of recent classroom teaching experience in ASJUSD;
- Demonstrated exemplary teaching ability, as indicated by among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts; and
- Willing and available to serve for a minimum of one year.

8.3.3 Consulting Teachers shall be selected in the following manner:

- Candidates must file an application with the Panel.
- Panel members may observe candidates for Consulting Teacher performing in their classrooms prior to the selection with no more than two observations. The number of panelists to observe a candidate will be determined by the Panel. Observations will be arranged with the Site Administrator and the candidate. The Panel may establish additional procedures for selecting Consulting Teachers, which shall be made known in advance to all candidates.
- The Panel shall select a Consulting Teacher by majority vote.
- Consulting Teachers shall have responsibility for no more than two unit members, each of whom shall receive a minimum of 6 hours of support and/or consultation per 6-week increment.
- Unit members participating in the Program may select a Consulting Teacher from the Panel's list of Consulting Teachers.
- The Consulting Teacher and Participating Teacher shall prepare an Individual Assistance Plan, which outlines the assistance to be provided as well as timelines.

8.3.4 Consulting Teachers will receive stipends as follows:

- Assisting a Referred Teacher: Stipend per Appendix B per assisted unit member.

8.3.5 A unit member who assumes administrative duties as part of his/her regular workday shall not serve as a Consulting Teacher.

8.4 **Referred Teacher Program**

8.4.1 The Program for Referred Teacher shall be limited to improving any "unsatisfactory" rating regarding subject matter knowledge, teaching strategies, or other areas as outlined in the California Standards for the Teaching Profession that were noted in the unit member's evaluation.

8.4.2 The Consulting Teacher's assistance shall focus on the areas recommended by the evaluator.

8.4.3 After the final evaluation of the school year in which the Referred Teacher receives the unsatisfactory evaluation a conference will be held with the Referred Teacher, the evaluator who evaluated the unit member and Consulting Teacher, all of whom shall develop an Individual Assistance Plan.

8.4.4 The course assistance shall include one or more of the following:

- Multiple classroom observations by the Consulting Teacher;
- Assistance specific to the area of teaching methodology or instruction which has been evaluated to be "unsatisfactory" or other areas deemed in need of assistance by the Consulting Teacher during the period of assistance

- Opportunities for the unit member receiving assistance to observe exemplary practice, either by the Consulting Teacher during the period of assistance

8.4.5 District provided professional development opportunities;

8.4.6 District approved Conference attendance, often in the company of the Consulting Teacher, to facilitate reflection on how this experience fits into the Individual Assistance Plan approved by the Panel;

8.4.7 Other forms of assistance which the Consulting Teacher and the Panel may provide; and;

8.4.8 The parties understand that every possible subject matter competency may not be available within the scope of Consulting Teachers, and therefore, it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the Consulting Teacher shall maintain prime responsibility for the Individual Assistance Plan but may function more like a case carrier who assures the availability of appropriate resources.

- Multiple classroom observations by the Consulting Teacher;
- Assistance specific to the area of teaching methodology or instruction which has been evaluated to be "unsatisfactory". or other areas deemed in need of assistance by the Consulting Teacher during the period of assistance;
- Opportunities for the unit member receiving assistance to observe exemplary practice, either by the Consulting Teacher during the period of assistance;
- District provided professional development opportunities;
- District approved Conference attendance, often in the company of the Consulting Teacher, to facilitate reflection on how this experience fits into the Individual Assistance Plan approved by the Panel;
- Other forms of assistance which the Consulting Teacher and the Panel may provide; and
- The parties understand that every possible subject matter competency may not be available within the scope of Consulting Teachers, and therefore, it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the Consulting Teacher shall maintain prime responsibility for the Individual Assistance Plan, but may function more like a case carrier who assures the availability of appropriate resources.

8.4.9 Communication and consultation with the Site Administrator/Evaluator shall be ongoing.

8.4.10 Nothing in this article precludes the Site Administrator Evaluator or District from doing informal observations nor from notifying the unit member verbally and/or in writing regarding incidents or events related to the unit member's fulfillment of his/her professional obligations.

8.4.11 Every six weeks, the Consulting Teacher will submit a log which records the dates, times met and a list of topics discussed to the Panel. The Consulting Teacher will share this information during a conference with the unit member, prior to submission to the Panel. A copy of this information will be provided to the Site Administrator/Evaluator.

8.4.12 The Consulting Teacher shall submit an oral and written final report regarding the unit member's participation in the Program to the Panel no later than April 1st. This report shall describe the measures of assistance provided to the unit member. The final report shall become a part of the Referred Teacher's personnel file. The unit member shall have the opportunity to attach his/her comments.

8.4.13 The Panel shall deliberate whether: (1) the unit member is "proficient" in the areas evaluated and (2) further assistance and remediation would or would not be successful. Reasons in support of either conclusion will be provided.

8.4.14 Notwithstanding the above, and while the term of this assistance shall normally be for one school year, the assistance may be extended up to a second year if the Panel believes significant progress is being made, although the permanent unit member may not have returned to a "proficient Meets Standards" level of performance.

8.4.15 The deliberations of the Panel shall be closed and confidential. Panel decisions shall be based on the information provided by the Consulting Teacher, the Site Administrator/Evaluator, and the Referred Teacher or his/her Association Representative or other representative requested by the unit member.

8.4.16 Neither the unit member, Consulting Teacher, nor Principal/Evaluator may be present during confidential Panel deliberations of the Panel, which are confidential. The Panel may request additional information from any unit member involved in the Program.

8.4.17 Prior to April 15th, the decision of the Panel shall be reported to the unit member prior to April 15th, Consulting Teacher, the Site Administrator/Evaluator, and the Association representative, or other representative and if requested by the unit member, in conference with the Superintendent or designee.

8.4.18 The Panel shall report its findings to the Superintendent who will report to the Board of Trustees.

8.5 **Referred Teacher Rights**

8.5.1 The Referred Teacher shall be entitled to review all reports generated by the

Consulting Teacher, prior to their submission to the Panel and to attach his/her comments. To effectuate this right, the Consulting Teacher shall provide the Referred Teacher with copies of such reports at least three (3) working days prior to any such meeting.

8.5.2 The Referred Teacher shall have a right to be represented by the Association or another representative of the unit member's choice, in any meetings of the Panel to which they are called and shall be given a reasonable opportunity to present is/her point of view concerning any report being made.

8.5.3 The Referred Teacher shall have the right to present reasons why a specific Consulting Teacher should be replaced and another Consulting Teacher substituted and to have those reasons considered. The decision of the Panel shall be final.

8.5.4 This Program in no manner diminishes the legal rights of the Referred Teacher unit members.

8.6 **Miscellaneous Provisions**

8.6.1 Expenditures for the Program shall not exceed the approved budget. The budget for the Program shall be approved by the District Board.

8.6.2 It is the intent of the District and Association that this Article remains in effect for as long as specific funding for the Program is allocated by the District.

8.7 **Governing Board Review of Recommendations by Panel**

8.7.1 Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary unit members.

8.8 **Retention of Education Rights**

8.8.1 Nothing herein shall modify or in any manner affect the right of the Governing Board/District or unit member under provisions of the Education Code relating to employment, classification, retention, or non-re-election of unit member.

8.8.2 Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code Section 44938.

8.9 **Defense and Indemnification**

8.9.1 Unit members who provide assistance and review shall have the same protection from liability and access to appropriate defense as other public-school employees pursuant to Division 3.6 of Title 1 of the Government Code.

8.10 **Non-Management/Supervisory Status**

8.10.1 Functions performed by Teacher Panel members and/or Consulting Teachers pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of Section 3540.1 of the Government Code.

8.11 **Association Representation**

8.11.1 A Referred Teacher has the right to be represented throughout this procedure by the Association representative or another representative.

Article 9: PROFESSIONALRIGHTS

9.1 Evaluation Procedure

It is recognized that an effective teacher evaluation system is essential for professional growth, instructional effectiveness and student success as well as to provide structured support for educators. It is further recognized that information gathered through such a system will enable Board of Trustees decisions, for which a unit member's competence is relevant, to be made in a just and equitable manner.

Evaluations of unit members shall be conducted according to Educational code sections which deal with certificated staff evaluation.

The evaluation process is designed to:

- Support continuous improvement by providing meaningful feedback aligned with the California Standards for the Teaching Profession (CSTPs)
- Foster a collaborative and reflective professional culture
- Ensure fair and equitable assessments of teacher performance

9.1.1 Probationary and temporary unit members shall be evaluated each school year and will have two formal observations that shall last at least 30 (thirty) minutes.

9.1.2 Permanent (tenured) unit members shall be evaluated every other year. Either the unit members or the evaluator may initiate more frequent participation. If a unit member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the first year of return to duty. Permanent (tenured) unit members shall have two formal observations that shall last at least thirty (30) minutes.

9.1.2.1 Permanent (tenured) unit members who qualify may participate in the Professional Partners program as outlined in Appendix P as an alternative to the formal evaluation process.

9.1.2.2 A unit member may be evaluated every five (5) years provided the unit member: (1) has permanent status; (2) has been employed by the District for at least ten (10) years; (3) had an immediately preceding evaluation meeting or exceeding standards; and (4) the unit member and evaluator agree in writing to the five-year evaluation cycle. The unit member or evaluator may withdraw from the agreement no later than October 1 of any school year in which case the unit member shall be evaluated that year. This provision shall not preclude an evaluator from making informal observations at any time.

9.1.2.3 Refusal to agree or withdrawal from the five (5) year evaluation cycle by the evaluator must include a written explanation.

9.1.3 Unit members to be evaluated during a particular year can retrieve evaluation forms, (see Appendices I - O), from the District website (http://www.asjusd.org) and be advised of the criteria upon which the evaluation is to be based, and

notified of the identity of their evaluator no later than the first Friday of October of the year in which the evaluation is to take place.

9.1.3.1 Unit members assigned to more than one site will be observed once by each Site Administrator. The observing evaluators will jointly write the final evaluation report and meet with the unit member.

9.1.4 The unit member being evaluated, and the evaluator shall meet no later than October 15th to discuss:

9.1.4.1 CSTP Selection – The unit member shall select ONE STANDARD from CSTPs 1-5 to focus on for their observation and evaluation. A second CSTP will be selected by the supervisor/evaluator, with input being provided by the unit member. Unit members shall bring the CSTP selection form to this meeting.

9.1.4.2 The supervisor/evaluator and the unit member shall make a good faith effort to schedule dates for formal observations, pre- and post-observation conferences, and the final evaluation meetings.

9.1.4.2.1 In the event of a disagreement over the objectives, standards and/or evaluation schedule, the unit member and the evaluator shall:

- Make a good faith effort to resolve the differences themselves.
- The unit member shall have the right to identify in writing and attach any constraints which the unit member believes may inhibit her/his ability to meet the objectives and standards established.
- During the course of the evaluation, circumstances may change which require modification of the original objectives and standards. The unit member and/or evaluator may initiate a change of these objectives and standards in a manner prescribed in Section 9.1.4 above.

9.1.5 **Pre-Observation Meeting**

9.1.5.1 The unit member and supervisor/evaluator shall meet within two weeks prior to the scheduled observation.

9.1.5.2 Teachers will submit a lesson plan or submit the Pre-Observation Conversation Guide to their supervisor/evaluator prior to the pre-observation meeting.

9.1.5.3 At this meeting, the supervisor/evaluator and unit member will discuss the focus of the observation, instructional strategies the unit member plans to employ, context for the class or lesson, and the lesson's place in the larger unit of study.

9.1.6 **Formal Observations**

9.1.6.1 Formal observations shall be at a mutually agreed upon time with every effort made by the supervisor/evaluator to maintain the appointment. In cases where the supervisor/evaluator cannot make the agreed upon observation date and time, the unit member will be given the option between an observation during the next class day, if the class content is to be the same as what was originally planned to be observed, or to agree upon a new formal observation date. If a new formal observation date is selected, the unit member will not be required to resubmit a lesson plan or Pre-Observation Conversation Guide. Instead, the evaluator and unit member will have a brief pre-observation meeting.

9.1.6.2 The supervisor will use the unit member's lesson plan or Pre-Observation Conversation Guide in conjunction with the relevant CSTP Observation Form to record comments and suggested areas of growth based on the lesson observed.

9.1.6.3 Any formal observation demonstrating failure to meet the standards shall be discussed with the unit member within three days. Specific suggestions for improvement made by the evaluator shall be included.

9.1.7 **Post Observation Meeting**

9.1.7.1 A conference between the unit member and supervisor/evaluator will be scheduled within three days of the evaluator's formal observation of the unit member's classroom. During this conversation, the evaluator and unit member will discuss the evaluator's observation of the classroom lessons and the unit member's reflection on the lesson the unit member delivered.

9.1.7.2 Any concerns on the part of the evaluator should be identified and addressed at this time and an additional observation can be scheduled through mutual agreement as appropriate. Denial of an additional observation by the unit member cannot be used negatively against them in the final evaluation.

9.1.8 **Final Evaluation Meeting**

9.1.8.1 After the formal observation(s) and post-observation conference are completed, the evaluator and the unit member will schedule a final evaluation conference. The formal evaluation meeting should be held by May 1st.

9.1.8.2 The evaluator will complete the Final Evaluation and review it with the unit member. The evaluator is expected to focus on the unit member's goals and CSTP selections. The evaluator may comment upon and provide a rating for CSTP 6, but CSTP 6 will not count towards the overall evaluation summary rating.

9.1.8.3 The evaluator will consider the unit member's proficiency with the selected CSTPs. The evaluator shall provide notice to the unit member of any identified concerns as quickly as possible once identified. Should the unit member choose to formally respond to the evaluation, the unit member may submit a written response that will be included with the evaluation within 10 days.

9.1.8.4 In preparing the Final Evaluation form for placement in the unit member's personnel file, the evaluator shall rely upon data collected through classroom observations and evaluation conferences. Unsubstantiated statements shall not be included in the evaluation.

9.1.8.5 Unit members have the right to request Association representation at the final evaluation meeting.

9.1.8.6 Unit members shall not be required to participate in the evaluation(s) and/or observation(s) of other unit members, except as provided in the Peer Assistance and Review (PAR) Article 8 of this Agreement.

9.2 **Negative Evaluation**

9.2.1 A unit member who receives a negative evaluation shall, upon request, be entitled to additional classroom observations, evaluation conferences and written evaluations.

9.2.2 In the case of a negative evaluation(s), or if any problems are noted as per Section 9.1.6.3, the unit member shall take positive actions to correct any cited deficiencies. The evaluator shall take positive action to assist the unit members in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not limited to, the following:

- Specific recommendations for improvement
- Site/District assistance to implement such recommendations.
- Provision of additional resources, without cost to the member, to be utilized to assist with improvements.
- Techniques to measure improvement.
- Time schedule to monitor progress.

9.3 **Evaluation Contents**

9.3.1 The evaluation of unit members, pursuant to this Article, shall not include or be based upon the following:

- Standardized achievement test results, except as mandated in Education Code Section 44662 which may require the use of state adopted criterion referenced assessments related to statewide content standards.
- Results of any tests utilized for the purpose of a School Improvement Plan.
- Achievement of objectives stated in Individual Educational Programs (IEP's) of special education pupils.

- The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.
- Intercoms and television cameras used for communications and monitoring safety conditions shall not be used for the purposes of evaluation of unit members.
- The evaluator shall take into consideration constraints such as lack of access to textbooks, reference books, equipment, supplies, materials, storage space, educational technology and classroom facilities to properly perform his/her assigned duties.

9.4 **Personnel Files**

9.4.1 There shall be a single personnel file for each unit member. Personnel files shall be kept in the central administrative office of the District. Information of a derogatory nature maintained by the District or District's Administrators shall not be used in any decision affecting the discipline, employment status or assignment of a unit member unless that information has been entered into the personnel file in accordance with the procedures in Sections 9.4.3 and 9.4.4.

9.4.2 Materials in the personnel file of a unit member shall be made available for inspection by the unit member involved. Unit members shall have the right to inspect and obtain a copy of personnel file materials, upon request. Upon written authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in her/his review of the file. Such review, and any preparation of comments in response to the material and/or statement, shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction. Material which may be excluded from inspection shall be limited to ratings, reports or records which were obtained prior to the employment of the unit member.

9.4.3 Information of a derogatory nature, except material excluded in accordance with Section 9.4.2 above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, her/his own comments thereon.

9.4.4 All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared. Material shall be added in a timely fashion but no more than ninety (90) days from when the incident occurred or when the District should reasonably have known of the incident, whichever is later.

9.4.5 Authorization must be obtained from either the Superintendent or designee to have access to a unit member’s personnel file. The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the unit member or her/his authorized Association representative.

9.5 **Complaints**

9.5.1 No negative and/or unsatisfactory evaluation, assignment, discipline, dismissal, or other adverse action shall be predicated upon complaints, information or material of a derogatory or critical nature which has been received by the District from pupils, parents, district employees, and/or the public unless the following procedures have been followed:

9.5.1.1 Complaints concerning unit members should be made directly by the complainant to the unit member against whom the complaint is lodged. This is not required in cases involving harassment, discrimination, or abusive conduct. The Site Administrator, after consultation with the complainant about a complaint, will encourage the complainant or the parents/guardians to attempt to orally resolve complaints with the unit member personally if they have not previously done so.

9.5.1.2 The unit member may request a meeting with the complainant. If the complainant accepts the request for a meeting, it will be scheduled by the immediate supervisor. At the request of the unit member, an Association representative may be present at the meeting.

9.5.1.3 The Site Administrator or Human Resources is responsible for investigating complaints and will attempt to resolve the complaint to the satisfaction of the persons involved. If the complaint is resolved, the Site Administrator will so advise all concerned parties.

9.5.1.4 If the complaint remains unresolved after review by the Site Administrator, the Site Administrator shall refer the complaint, together with a report of the situation, to the Superintendent and Association.

9.5.1.5 After an investigative interview, the unit member is entitled to a copy of any written complaint or the results of an investigation, if conducted, with the names redacted.

9.5.2 Complaints which are withdrawn, shown to be false, or are not sustained, shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member.

9.5.3 All information or proceedings regarding any complaint shall be kept confidential to the extent permitted by law.

9.6 **Teaching Conditions**

9.6.1 Except in times of emergencies or construction/renovation of classrooms and District facilities, work shall be done at a time that will least interfere with the instructional program. Should the health, safety, or welfare of pupils or unit members be endangered, immediate action shall be taken by the District to correct the problem.

9.6.2 Unit members shall not be expected to use personal funds to purchase supplies or personal equipment for their assignment.

9.6.3 An administrator or board member will address disciplinary and evaluative comments with unit members in a confidential manner.

9.6.4 Both the District and the Association acknowledge that unit members may need access to their classroom after contract hours. Unit members shall be provided with all necessary keys and security codes for such access. An abuse of this privilege shall cause the privilege to be rescinded for an individual. The campuses will be closed from 8PM until 6AM every day of the week, and all day on weekends and holidays. If a unit member wishes to access campus at night or on a weekend or on a holiday, notice shall be provided to the site principal.

Article 10: DISCIPLINE

10.1 **Purpose**

10.1.1 The purpose of the Discipline Article is to establish a corrective process of professional improvement for unit members. The intent is to have a process that is fair, consistent, and progressive in application. The District may discipline unit members for just cause with due process.

10.1.2 The following just-cause guidelines shall be recognized:

10.1.2.1 The unit member shall be adequately informed of the consequences of his/her conduct.

10.1.2.2 The District's rules, regulations and policies shall be reasonable and related to the efficient operation of the District.

10.1.2.3 A fair and objective investigation should reveal the necessity for disciplinary action.

10.1.2.4 Rules, orders and penalties should be applied fairly and equitably.

10.1.2.5 Disciplinary action should be appropriate and reasonably related to the nature of the offense.

10.2 **Progressive Discipline**

The following progressive discipline procedures will be applied except where the serious nature of the offense may require the District to directly impose a written warning, written reprimand, or suspension without pay. The decision to bypass required progressive discipline steps may be appealed under Article 16, Grievance Procedure of the Agreement.

10.2.1 **Verbal Counseling/Warning** The District shall first issue a verbal counseling/warning before imposing further discipline.

10.2.2 **Written Warning** Subject to 10.2.1 above, written warnings may not be used unless the unit member has been verbally warned about similar actions within the last twelve (12) months.

10.2.3 **Written Reprimand** Subject to 10.2.2 above, written reprimands may not be used unless the unit member has received a written warning about similar actions within the last twelve (12) months.

10.2.4 **Suspension Without Pay** Except for action taken under Section 10.7, subject to 10.2.3 above, suspension may not be used unless the unit member has received a written reprimand about similar actions within the last twelve (12) months. No unit member will be suspended for more than fifteen (15) working days during a school year. In all instances, however, the length of a suspension will relate to the severity of the action.

10.3 **Notice of Suspension** Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the Superintendent or designee. A copy will be concurrently provided to the Association President. The notice of suspension will contain:

10.3.1 A statement of the specific acts or omissions upon which the action is based;
10.3.2 A statement of the cause(s) for which action is recommended;
10.3.3 Where applicable, the Education Code section, policy, rule regulation, or directive violated;
10.3.4 Penalty proposed and effective date; and
10.3.5 Copies of the documentary evidence upon which the recommendation is based.

10.4 **Appeal** Only a written reprimands and/or suspension without pay may be appealed under the grievance procedure in Article 16, Grievance Procedure. If appealed, the penalty will not be applied until the grievance procedure is completed, except when necessary for the immediate removal of the unit member from the worksite, as per Section 10.7.

10.5 **Confidentiality All** information or proceedings regarding any actions or proposed actions pursuant to the Article will be kept confidential by the parties to the extent permitted by law. All communications involving discipline or that could potentially lead to discipline shall be done in a private manner and in a private setting.

10.6 **Association Representation** Unit members shall, upon request, be entitled to Association representation at any meeting which is likely to result in any disciplinary action against the unit member. The Site Administrator shall advise the unit member of this right, in advance of the meeting. However, unavailability of such representation shall not unreasonably delay imposition of discipline. The District, without an association representative present, may deliver a letter placing a unit member on administrative leave so long as the District does not question the unit member during the meeting.

10.7 **Education Code** Any actions beyond those outlined above shall conform to appropriate Education Code regulations. Nothing in Article 10 shall limit the District's right to institute dismissal, immediate suspension and mandatory leave of absence proceedings as set forth in Education Code, Sections 44932 through 44948.5 and subsequent amendments and supplements thereto, nor shall discipline under this Article or any other terms of the Article be regarded as a precondition to, or limitation upon, such Code proceedings. In such cases, the Superintendent may skip progressive discipline steps and suspend a unit member as set forth in provisions of the Education Code pending Board action when, in the opinion of the Superintendent, continuation of the unit member in their position would present a clear danger to the students, staff, property or reputation of the District, or to the unit member. In such cases, the Superintendent must provide the unit member with a written justification of this action but said justification may be provided after the suspension has taken effect. If the District attempts to suspend a unit member pursuant to Education Code and fails, the District is prohibited from attempting to impose any discipline under this article for the same offense.

Article 11: HOURS AND ADJUNCT DUTIES

11.1 **Length of Workday**

11.1.1 The workday for unit members shall be seven and one-half (7-1/2) hours, inclusive of a duty-free lunch period (see section 11.1.4).

11.1.1.1 One half (½) of a workday shall be 3.75 hours, regardless of the lunch schedule.

11.1.2 At the discretion of the Principal, unit members may be excused from work in cases of personal emergency. Unit members may be excused to attend class(s) for professional growth.

11.1.3 Unit members may be required to attend meetings beyond the 7-1/2 hour day not to exceed an additional one (1) hour per month. Meeting extensions are allowable by mutual consent of the unit members.

11.1.3.1 Advanced notice of meetings extending beyond the workday shall be provided eight (8) working days in advance.

11.1.3.2 Incentives to exceed the provisions of section 11.1.3 will be mutually agreed upon between the unit members and their Principal.

11.1.3.3 On days when unit members are required to work beyond the 7 ½ hour workday as described in 11.1.3, unit members shall be permitted to leave school 15 minutes after the end of the following instructional day provided that student safety concerns have been met.

11.1.4 All unit members are entitled to a minimum forty-five (45) minute continuous duty-free lunch period, except for rainy day schedule, in which case all unit members are entitled to a 30 minute continuous duty-free lunch, except in emergency situations. High school unit members may vote, using the full staff consensus model, to temporarily shorten their lunch period to fewer than 45 minutes.

11.1.5 The unit members should attend three (3) evening activities. The following nighttime activities may be required and these activities include but are not limited to: Back-to-School Night, Open House, Graduation, Winter Program, and Student Performance Programs. On days when unit members are required to return for an evening function, unit members are permitted to leave school at the end of the following instructional day provided that student safety concerns have been met.

11.1.6 On one designated day per week, the TK-8 pupils' instructional day shall end at 1:15 pm. High School pupils' instructional day shall end at approximately 2:55 pm. This time shall be utilized as follows:

- One (1) early release day per month shall be utilized by the school site administrator for

workshops, training, and or/faculty staff meeting. The site principal may call an additional meeting on eight (8) working days' notice. This additional meeting will be in lieu of one of the PLT meetings.

- Two (2) early release days per month shall be utilized as administrator directed PLT meetings.
- Any remaining early release days shall be teacher directed which could include grade level/span meetings, PLTs and/or planning and preparation in collaboration with peers for their assignment.

11.1.7 District All Staff Professional Development opportunities will be determined by the Director of Curriculum and Instruction and the Professional Development Committee. Meetings will be held in a location which minimizes transportation inconvenience on members-such as rotating between school sites.

11.1.8 Parent/Teacher conference schedules at the elementary sites shall follow the pupils' instructional day ending time as stated in Article 11.1.6.

11.2 **Adjunct Duties**

11.2.1 Each year, unit members may be assigned direct student supervision on an equitable basis by site which can include yard duty, playground supervision, bus duty, and/or student activities during a unit member's assigned workday.

11.2.2 All unit members are entitled to a minimum fifteen (15) minute break between the beginning of the school day and their assigned lunch period, except on rainy days when a short bathroom break is provided. A unit member is considered to be given said break when he/she is on yard duty or playground supervision.

11.2.3 Unit members may be assigned duties that include in-service activities, parent/teacher conferences, orientation meetings, department/grade level meetings, school/staff meetings, and district meetings.

11.2.4 Unit members at the High School are required to do extra duty points to provide adult supervision for extra-curricular events such as, but not limited to, dances and sporting events. Unit members may elect to do more than six duty points; however, no more than six points shall be required. One (1) duty point is the equivalent of a 2-hour activity served outside of the contractual workday. The nature of the activity and manner of the execution of the duty points shall be decided by the High School unit members and the Site/Administrator, using the SLT or the full staff consensus model.

11.2.4.1 In the event the High School is in need of unit members to provide adult supervision and a unit member volunteers, they will be compensated at their contract hourly rate for each hour after completing their required six (6) duty points.

11.2.5 Upon request, TK-2 teachers may be given 3 days of release time, one (1) per trimester, to perform student assessments/testing.

11.3 **Preparation Time**

11.3.1 All High School unit members shall be assigned a preparation period. The preparation period shall be the same length as the regular class period.

11.3.2 TK-8 unit members shall have equitable preparation time. Preparation time shall occur for the same amount of time every student day. If a teacher's classroom is required for an after-school program, the site administrator and teacher will mutually agree upon another quiet space where the teacher can prep.

11.3.3 The Association and District shall collaboratively manage workload changes for unit members. The Association and District shall design release time appropriate for each grade level and subject area to accomplish these tasks.

11.3.4 With prior approval, High School unit members who teach four or more different courses shall be provided with two release days per semester for the purposes of managing this additional workload.

11.3.5 Unit members shall not be required to substitute during their preparation period.

11.3.6 If a unit member volunteers to substitute during their preparation period, she/he shall be paid at the contract hourly rate.

11.3.7 Unit members who travel from one school to another on a regular basis shall have the same rights to a 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 District mileage rate. In addition, unit members who serve more than one site may request, and the District shall provide if possible, the following conditions at each site served:

- Adequate workspace with appropriate lighting and ventilation;
- Instructional materials and appropriate supplies to perform assigned duties;
- Equipment, materials and supplies specific to special needs programs; and
- A desk, lockable filing cabinet and storage space.

11.4 **Individualized Educational Programs (IEP's)**

11.4.1 Special education unit members who participate in the formulation of Individualized Educational Programs shall be granted release time from their regular duties to perform tasks related to formulating IEP's.

11.4.2 TK-8 unit members shall receive release time to attend IEP meetings. Teachers shall be consulted as to their availability before scheduling any IEP meetings outside of contractual work hours.

11.4.3 When required to attend IEP meetings which occur during their preparation time or after

their contracted hours, unit members shall be compensated at their per diem rate.

11.5 **Work Year**

11.5.1 The work year for unit members shall be one hundred eighty-seven (187) work days that consists of:

- One hundred eighty (180) Instructional Days
- Three and a half (3.5) Professional Development days:
  - One and a half (1.5) at the beginning of the school year
  - One (1) in October
  - One (1) in January
- Three and a half (3.5) Teacher Work Days:
  - One and a half (1.5) in August for all teachers
  - One (1) in January for Anzar High School Teachers and one (1) in March for TK – 8 teachers.
  - One (1) in June for all teachers

An "instructional day" is any day students are present. A "work day" is any day unit members are required to report to work, whether or not students are present.

11.5.1.1 High School Teachers will be given no less than 4 hours of Intersession Preparation time on the January Professional Development day, if Intersession is required.

11.5.2 Unit members shall not be required to attend meetings for more than one (1) hour on any teacher workday without consent of both parties. For the teacher workdays in August, administrators are allowed to schedule one 2-hour staff meeting during the .5 teacher workday, but not during the one full teacher workday. During the first week back to school, there will be no regular staff meeting scheduled.

11.5.3 The school year calendar shall be developed with mutual agreement between the District and the Association. The District will make school year calendars available on the home page of the District's website after Board approval.

11.5.4 Unit members will be paid at the hourly rate for completion of statutorily mandated training when completed outside of contract hours. Payment will be limited to the actual length of the mandated training as determined by the vendor. The mandated trainings must be completed within six weeks of the start of school in order to receive payment under this section. After six weeks, the training still must be completed, but the unit member will not be eligible for payment.

11.6 **Substitute Shortage**

11.6.1 Non-classroom certificated staff, such as resource specialist, or teacher on special assignment, shall receive the contract hourly rate for actual class time when serving as a substitute due to a substitute shortage. The unit member would still be expected to

perform the regular duties of their assignment, which is anticipated to cause extra hours to be worked beyond the normal workday, thus justifying the extra pay.

11.6.1.1 TK-8 classroom teachers shall receive the substitute daily rate, either in half-day or full-day increments, when serving as a substitute for an entire class due to a substitute shortage. If students are divided between or among classrooms, unit members shall be paid the percentage of the substitute rate equivalent to the number of students (not to exceed 6) assigned to them for the day.

11.7 **Miscellaneous**

11.7.1 Unit members will not be expected to read, respond to, or be responsible for the content of work emails sent after contract hours. Emails shall be responded to in a reasonable amount of time.

11.7.2 Site Leadership Team: The site leadership team (SLT) shall be comprised of one unit member for every six (6) site unit members, with a minimum of three (3) unit members. Site representatives shall hold elections to determine SLT members. The SLT shall also include one (1) site level administrator. The purpose of the SLT is to work collaboratively as a team of professionals to support the needs of all educational stakeholders at the school site.

11.7.3 At the end of the school year, High school unit members will determine whether to use the SLT model of the full staff consensus model by holding a majority vote.

11.8 **High School Grad Ex Program**

11.8.1 Unit members who coach between 1-3 students in one year for GradEx will receive a stipend as outlined in Appendix B. Unit members who coach between 4-7 students in one year will receive a stipend as outlined in Appendix B. Approval from the site administrator is required for a unit member to coach eight (8) or more students in one year. Before this approval is granted, the staff shall meet to discuss which unit members are currently lacking coaches.

11.8.2 If after 6/30/2020 it is subsequently decided that coaching is not a required component of GradEx performed by teachers, the .5% ongoing monies will be retained by the Association and its use will be discussed at the next bargaining session unless both the Association and the District agree to discuss at an earlier date.

11.9 **High School Members FTE status and Period Requirements:**

11.9.1 If the High School has a bell schedule with seven (7) periods, sections 11.9.2 through 11.9.5 will apply.

11.9.2 The FTE status of members shall be determined as such:

11.9.2.1 Full time teachers (1.0 FTE) will have a schedule that consists of five (5) periods of instruction, one preparation period, one Departmental Collaboration period,

and an advisory.

11.9.2.2 Part time teachers with .8 FTE, will have a schedule that consists of four (4) instructional periods, .one Departmental Collaboration Period. The Advisory time of the day is to be used as preparation time.

11.9.2.3 Part time teachers with .6 FTE, will have a schedule that consists of three (3) instructional periods, one Departmental Collaboration Period for the days they are scheduled to be on campus. The Advisory time of the day is to be used as preparation time.

11.9.2.4 Teachers who are less than .6 FTE will have a schedule that consists only of their instructional periods. .2 FTE has one (1) instructional period and .4 FTE will have two (2) instructional periods. These teachers will be given up to 20 hours of certificated hourly pay to participate in Departmental Collaboration.

11.9.3 No teacher may be required to have more than five (5) instructional periods.

11.9.3.1 Full time teachers (1.0 FTE) who are asked and choose to teach a 6th period will be considered 1.2 FTE.

11.9.3.2 Teachers who are classified as 1.2 FTE will have a schedule that consists of six (6) instructional periods, one Departmental Collaborative Period, and an Advisory.

11.9.3.3 Anzar's School Counselor schedule will solely be based on hours worked to determine his/her/their FTE status.

11.9.3.4 Anzar's Special Education Teacher(s) will not be required to have an advisory.

11.10 **Departmental Collaboration Period**

11.10.1 All High School unit members who are .6 FTE or higher shall be assigned a common period where all members of the same department meet to collaborate. It shall be called The Departmental Collaboration Period.

11.10.2 Collaboration is defined as: Educators working together to analyze data, refine practices, and improve student learning outcomes. This involves determining the scope of what will be examined by the group, sharing current practices, planning, creating common student assessments, analyzing student learning, changing instruction to meet student needs, and reflecting on the process.

11.10.3 Each department, including "singletons", will meet with the Director of Curriculum and Principal within the first four weeks of each semester to determine up to two goals to be achieved during that semester. The goals, timelines, and check-in points will be a mutual decision between department members, and the Director of Curriculum, and Principal.

11.10.4 The District cannot use the Departmental Collaboration period for other tasks such as, but not limited to, supervising students, setting up for events, planning school events.

11.10.5 Unit members shall not be required to substitute during their preparation period.

11.10.6 No substituting will be allowed during a teacher's Department Collaboration Period.

11.10.7 Teachers will not be allowed to attend IEP meetings during Departmental Collaboration periods.

Article 12: SAFETY AND HEALTH

The Board and District shall make reasonable provisions for the safety and health of its unit members while in the course of employment, and all unit members are expected to cooperate to the best of their ability in the prevention of accidents to themselves, fellow employees, and students.

12.1 **Safe Working Conditions**

12.1.1 The District shall make reasonable efforts to keep all school grounds reasonably clean, healthful, and well-maintained for the unit members. Additionally, the District shall maintain clean restroom facilities designated for adult members only.

12.1.2 The District shall make reasonable efforts to keep all school grounds and facilities free of unwanted rodents, pests, and insects such as ants, roaches, and fleas. If insecticides or poisons are used, the District shall notify unit members upon request of the names of the chemicals used at least one week in advance of their use. The District shall apply them only at times when unit members and pupils are not present, allowing sufficient time for toxic effects to wear off before humans re-enter the affected area.

12.1.3 A unit member who identifies a student as not being toilet-trained shall report the issue to the site administrator. No teacher of record in a General Education classroom shall be required to change a student's soiled clothing.

12.2 **Bodily Harm**

12.2.1 The District shall notify unit members in accordance with Education Code Section 49079 of a record of conduct demonstrating that a student has caused or attempted to cause serious bodily injury. Such information shall be kept confidential.

12.2.2 Unit members shall immediately report cases of physical and/or verbal assault suffered by them in connection with their employment to their principal, who shall immediately report the incident to the police if applicable. Such notification shall immediately be forwarded to the Superintendent. The Superintendent shall comply with any reasonable request from the unit member for information in the possession of the District relating to the incident or the persons involved and shall act in appropriate ways as liaison between the unit member, police and courts.

12.2.3 The District shall give direct legal and other related assistance in accordance with applicable law for any assault upon the unit member while acting in the discharge of his/her duties.

12.2.4 When absences arise out of or from assault, injury or credible threats suffered in connection with a unit member’s employment, the unit member shall not forfeit sick leave, personal leave or job assignment.

12.3 **Short Term Pupil Suspension**

12.3.1 The Principal shall assist a unit member with the suspension procedure for suspending a pupil from her/his class for the day of the suspension and the following day for any act that disrupts or diminishes the education process, including, but not limited to, the following:

12.3.1.1 Causing, attempting to cause, or threatening to cause physical injury to another person.

12.3.1.2 Possession, selling, or otherwise furnishing a firearm, knife, explosive or other dangerous objects.

12.3.1.3 Unlawfully possessing, using, selling, otherwise furnishing, or being under the influence of any controlled substance as defined under Health and Safety Code Section 11007, alcoholic beverage, or intoxicant.

12.3.1.4 Committing robbery or extortion.

12.3.1.5 Causing or attempting to cause damage of school or private property.

12.3.1.6 Stealing or attempting to steal school or private property.

12.3.1.7 Committing an obscene act or engaging in habitual profanity or vulgarity.

12.3.1.8 Disrupting school activities or willfully defying authority of a unit member.

12.3.1.9 Committed sexual harassment as defined in Education Code Section 212.5.

12.3.2 The actions stated above may occur at any time or place related to school attendance or school activity including, but not limited to, the following:

12.3.2.1 While on school grounds.

12.3.2.2 While going from school.

12.3.2.3 During lunch period either on or off campus.

12.3.2.4 During, going to, or coming from school-sponsored activities.

12.3.3 The Principal shall facilitate carrying out any and all obligations required of the unit member by the Education Code including, but not limited to, the sending of notices to parents regarding required meetings and the scheduling of such meetings at mutually acceptable times.

12.3.4 The pupil shall not be returned to the unit member's class during the period of suspension without the unit member's concurrence.

12.3.5 The pupil shall not be placed in another regular class during the period of suspension. If the pupil is assigned to more than one class per day, this section shall apply only to classes scheduled during the same time as the class from which the pupil was suspended.

12.4 **Longer Term Pupil Suspension**

12.4.1 A unit member may also suspend a pupil from class for the remainder of the day, plus one additional day for any acts enumerated in the Education Code Section 48900 including, but not limited to those set forth in Section 12.3.1 of this Article.

12.4.2 Any required notices regarding the suspension to the pupil's parents or guardians shall be performed by the Principal.

12.4.3 The unit member may require the pupil to complete any assignment or test missed during the suspension.

12.5 **Parent/Guardian Involvement and Information**

It is the belief of the Association and the District that student achievement is enhanced when parent/guardian involvement is increased. The Association and the District are committed to increasing parent/guardian participation in the education of students. With the active involvement of parents/guardians comes an increase in visitors to the school site. To that end, in order to support the needs and rights of the parents/guardians and unit members and to ensure the safety of students and unit members, the following procedures shall be followed.

12.5.1 Parents/guardians wishing to review materials for use in their student's classroom shall provide a written request to the student's teacher(s) at least three (3) work- days prior to the date the parent/guardian wishes to come to the school to review the materials.

12.5.1.1 Upon the unit member's agreement as to the date and time, the parent(s)/guardian(s) may come to the school to review the materials.

12.5.1.2 Such review shall not take place without the consent of the unit member during the duty-free lunchtime, or any other duty-free break times during the workday.

12.5.2 Parent(s)/guardian(s) wishing to observe in a unit member's classroom shall provide a written request at least three (3) workdays prior to the day of the requested observation. Upon the unit member's agreement as to the date of an observation, the parent(s)/guardian(s) may observe the classroom at any time during the student instructional day.

12.5.2.1 The observation shall last no longer than one (1) hour.

12.5.2.2 The time and frequency of observations will be mutually agreed upon among the unit member, parent(s) or guardian(s), and the Principal.

12.5.2.3 If, during the course of an observation, the parent(s)/guardian(s) presence becomes disruptive, the unit member shall have the authority to tell the parent(s)/guardian(s) to leave the classroom and/or ask for assistance from the

Principal.

12.5.2.3.2 The unit member shall report any such incidents to the Principal as soon after the incident as possible.

12.5.2.3.3 A disruptive parent/guardian shall not be allowed to observe the unit member's classroom again unless agreed to by the unit member and the Principal.

12.5.3 The District shall pursue appropriate legal action against any parent/guardian who demonstrates a pattern of disruptive behavior while visiting a worksite.

12.6 **Pupil Transportation**

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

12.6.2 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.

12.6.3 Unit members shall follow procedures outlined in AR 3542.1(a) see Appendix ~~H~~ E.

Article 13: LEAVES

13.1 **General provisions**

13.1.1 Leave: Specific period of time off, after which unit member will return to teaching position.

13.1.2 An extension of any leave of not more than two (2) years may be granted with written request prior to March 1st of the year preceding the one in which the extension of leave is to occur.

13.1.3 Unit members on leave shall retain seniority for all purposes where seniority is a factor. No leave shall constitute a break in a unit member's continuity of service.

13.1.4 A written statement from a physician that the unit member is physically and mentally fit to return to duty may be required of any unit member who has been on leave for health related reasons.

13.1.5 Upon return from leave, a unit member shall return to a teaching position.

13.1.6 See: The Family Care and Medical Leave Act and The Industrial Illness and Accident Leave Act, which are on file in the District Office.

13.2 **Sick Leave**

13.2.1 Full-time/full-year unit members shall be entitled to ten (10) working days of leave, with pay, each school year for purposes of illness/963.0s, injury, or physical incapacity. Unit members working less than full-time/full-year shall be entitled to sick leave on a pro-rated basis.

13.2.2 Any unit member who has exhausted his/her sick leave days and has not applied for catastrophic leave (as defined in 13.3) is entitled to differential pay for up to one-hundred (100) days.

13.2.3 A unit member shall enter their absence in the absence management system as soon as the need to be absent is known. If an emergency occurs after 6 AM, the unit member shall immediately contact the site administrator who will subsequently file the absence in the absence management system.

13.2.4 Upon request by the District, a unit member who has used five (5) consecutive days of sick leave in any year may be required to present a medical doctor's certificate verifying the personal illness or injury and/or medical authorization to return to work unless used for personal necessity days.

13.2.5 If an illness or injury exceeds ten (10) consecutive days, the District may require a certified medical specialist, selected and reimbursed by the District to examine the unit member, verify the nature and severity of the illness or injury, and report such finding to the District. If requested by the District, a unit member shall not return to work until he/she

submits a medical doctor's authorization to work (selected and reimbursed by the District).

13.2.6 A unit member who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from sick leave, if the absence exceeds one-half (1/2) day, a full day shall be
13.2.7 deducted from the accumulated sick leave. After returning from sick leave during the course of the school year, a unit member shall return to the original position.

13.2.8 The District shall inform each unit member of the number of days of their current accumulated sick leave by October 1st of each year.

13.2.9 Unused sick leave shall be cumulative without limit. The full year's credit of current sick leave shall be available on the first day of contracted service, with accumulated sick leave added to it. Sick leave accumulated in other California school districts shall be transferred in accordance with Education Code 44979. Upon retirement, the unit member's accrued sick leave, if any, may be applied towards service credit, in accordance with the State Teachers' Retirement System regulations.

13.3 **Personal Necessity Leave**

13.3.1 A maximum of seven (7) days of annual accrued sick leave is allowable for personal necessity leave as defined in 13.3.2. In the case of less than full time/full year unit members, 70% of the annual accrued sick leave is available as personal necessity leave. Example: 50% work contract accrues 5 days of annual sick leave, 3 ½ days would be allowable as personal necessity leave.

13.3.2 Personal necessity leave does not require five (5) days advance notification. Although five (5) days advance notice is not required, unit members must notify the District upon learning of the reason for the leave and entering into the absence management system. Personal necessity leave may be used for the following reasons:

- Illness of an immediate family member.
- Death of a member of his/her immediate family when additional leave is required beyond that provided as bereavement leave.
- Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
- Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- Imminent danger to the unit member's home, occasioned by an event such as flood, fire, or earthquake.
- Absences due to causes beyond the unit member's control, such as those caused by storm, flood or other acts of nature.
- Illness of a child

13.3.3 Of the seven (7) days personal necessity days, a unit member may use up to five (5) days as "no-tell" days for personal reasons, with no explanation to the District using the following procedures:

13.3.3.1 Except as set forth in this paragraph, to use “no-tell” days, the unit member shall submit notice to the principal/supervisor at least five (5) working days in advance. Unit members will submit the notice of personal necessity leave no later than five (5) working days prior to this leave using the absence management system.

13.3.3.2 If a unit member wishes to take “no-tell” leave on a professional development day, connected to a holiday, connected to a break period, or for more than two consecutive days, the “no-tell” leave must be requested at least five (5) days in advance and is subject to approval of the principal/supervisor. To request personal necessity “no-tell” leave for reasons not specified in 13.3.2, the unit member shall submit their notice of request to their principal/supervisor five (5) working days prior to the leave date(s) being requested using the absence management system. The District will consider factors impacting students, such as the availability of substitutes on the day(s) requested. In the event that the “no-tell” request is denied, the unit member is encouraged to discuss it with their principal/supervisor.

13.3.3.3 In the event of a denial, the unit member may request in writing a meeting with their site principal/supervisor and an ASJTA representative.

13.4 Attendance Incentive Program: Effective July 1, 2026

13.4.1 All full-time unit members who, by the end of the school year, have not used more than four (4) days of personal necessity/no-tell/sick leave combined, shall be credited an additional two (2) days of sick leave. Part-time employees shall be eligible on a pro-rated basis. The incentive sick days will be credited on or before October 10th

13.5 **Catastrophic Sick Leave**

13.5.1 "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member’s family such that the unit member must take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he/she has exhausted all of his/her sick leave.

13.5.2 The District shall establish a Catastrophic Leave Bank to which all unit members may donate earned and unused sick leave days. This donation shall be irrevocable and shall be accomplished by the unit member filing a “Catastrophic Leave Bank Donation Form,” (see Appendix ~~K~~ G), with Human Resources.

13.5.3 The use of the Catastrophic Leave Bank shall only be available to those eligible unit members who have made a donation of at least one (1) day yearly to the bank prior to their request.

13.5.4 New Enrollments: A Catastrophic Leave Bank Donation form, see Appendix ~~K~~ G, will be included in the employment packet for newly hired certificated persons. Newly hired unit members who decide to participate shall return a signed enrollment form to Human Resources by October 1st of the current school year or within 30 days of employment. A unit member who is a returning employee but did not participate in the Catastrophic

Leave Bank in prior years may submit a Catastrophic Leave Bank Donation form to the Human Resource department by October 1st stating that he/she would like to enroll in the Catastrophic Leave Bank and will contribute one day of the current year's allotment of sick leave.

13.5.5 Membership in the Catastrophic Leave Bank is continuous from year to year. Unless a member submits a letter of cancellation, it will be assumed that he/she wishes to continue to participate.

13.5.6 Unit members who no longer want to participate must cancel their membership by submitting written notification to the Human Resource department by October 1st of the current school year. The unit member shall not be eligible to draw from the Catastrophic Leave Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Catastrophic Leave Bank shall not be returned.

13.5.7 Unit members wishing to use the Catastrophic Leave Bank shall submit a "Catastrophic Leave Bank Request for Withdrawal Form" (see Appendix ~~L~~H). This form shall be submitted for review to Human Resources and the Board. The request shall clearly state the catastrophe and the amount of catastrophic leave requested. Appropriate written verification of the catastrophic illness or injury must be included with the request. The unit member should be prepared to provide additional documentation if requested.

13.5.8 A Catastrophic Leave Bank Committee shall consider the request of the unit member. The Committee shall consist of the Superintendent or designee and three (3) unit members selected by the Association President. The Committee may grant, reject, or partially grant a request. Any rejection of a request may be appealed to the Association Executive Board for final action and decision. The Committee shall keep all records confidential and shall not disclose the nature of the illness, except as necessary to process the request for withdrawal, and defend against any appeals of denials.

13.5.9 The methods by which the District/Committee shall compensate any unit member who has qualified for catastrophic sick leave shall occur in the following order:

13.5.9.1 The unit member's accumulated sick leave balance shall be exhausted,

13.5.9.2 Donations from the Catastrophic Leave Bank up to a maximum of sixty (60) days,

13.5.9.3 Unit member may request additional days up to thirty (30) days by filing a request for consideration to the Committee,

13.5.9.4 Differential pay for up to 100 days,

13.5.9.5 Leave without pay.

13.5.10 The Committee may issue an additional "Call for Catastrophic Leave Donations" whenever the Catastrophic Leave Bank has fewer days than are requested. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension

of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.

13.5.11 A unit member who receives paid sick leave pursuant to this section shall use any leave days that he/she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section

13.5.12 Catastrophic leave days shall not be used for illness or disability which qualifies the participant for Workers Compensation benefits.

13.5.13 Catastrophic Leave days shall not be considered available leave for purposes of qualifying for STRS disability

13.5.14 Donated Catastrophic Leave days are awarded to the participant at a one to one (1:1) ratio of donated days to paid sick leave days. Furthermore, the District shall pay the participant full pay for any donated days.

13.5.15 Any excess catastrophic leave days donated beyond those used by the requesting unit member shall be held in the Catastrophic Leave Bank for use of future requests.

13.5.16 Days shall be contributed to the Catastrophic Leave Bank and granted from the Catastrophic Leave Bank without regard to the daily rate of pay of the unit member.

13.5.17 No unit member may donate sick leave days unless they have a minimum of ten (10) days of accumulated sick leave except in their first year of employment.

13.5.18 If the number of days in the Catastrophic Leave Bank, at the end of a school year, exceeds 200, no contribution shall be required of returning unit members. Unit members, however, who have drawn from the bank and have subsequently been able to return to work shall continue contributing one day per year to the Catastrophic Leave Bank until the amount withdrawn shall be repaid or until the unit member has terminated employment in the District. Unit members joining the Catastrophic Leave Bank for the first time, and those returning from leave, shall be required to contribute one (1) day per year to the Catastrophic Leave Bank until they have contributed at least five (5) days.

13.5.19 The Catastrophic Leave Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank and will meet annually.

13.5.20 By November 10 of each school year, the District shall notify the Association President of the following:

13.5.20.1 The total number of accumulated days in the Catastrophic Leave Bank on June 30th of the previous school year.

13.5.20.2 The number of days contributed by the unit members for the current year.

13.5.20.3 The names of non-participating unit members.

13.5.20.4 The total number of days available in the Catastrophic Leave Bank.

13.5.20.5 Names of any unit members who have canceled participation.

13.5.21 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be equitable distributed to the then current members of the Catastrophic Leave Bank according to the following distribution formula: Total number of days divided by current active participants.

13.5.22 The Association will conduct an initial enrollment period for the Catastrophic Leave Bank program starting on September 15, 2010, and ending October 15, 2010. The Association will solicit donations of days from eligible unit members in accordance with this article on the appropriate form, thereafter enrollment will be driven by the provision in 13.4.4.

13.6 **Bereavement Leave**

13.6.1 Each unit member is entitled to five (5) days of paid bereavement leave for the death of any member of his/her immediate family. Bereavement leave is not to be deducted from salary or sick leave.

13.6.2 To request bereavement leave, the unit member will notify their supervisor/principal and enter the absence in the Absence Management System as soon as possible and indicate that bereavement leave is necessary.

13.6.3 Immediate family includes mother, father, step-parent, grandparent, child, son-in-law, daughter-in-law, mother-in-law, father-in-law, or sibling of unit member or of the unit member's spouse/significant other, the spouse/significant other of the unit member, or any person living or who has lived under the guardianship of or in the immediate household of the unit member.

13.7 **Pregnancy Disability Leave**

13.7.1 Disability due to pregnancy shall be treated as any other temporary disability. A unit member may use sick leave (Article 13.2) for temporary disability due to pregnancy and childbirth as determined by the unit member and her health care provider.

13.7.2 A unit member who has exhausted all sick leave may be eligible for leave without pay but with benefits under the Federal and/or California Family Leave Medical Act.

13.7.3 The unit member shall retain seniority for salary increments and all other purposes where seniority is a factor; the absence shall not be construed as a break in service. Upon return, during the same school year, the unit member will return to the same position held prior to the leave.

13.8 **Maternity/Paternity Leave**

13.8.1 As per California Education Code section 44977.5, certificated employees are entitled to use up to twelve (12) weeks of sick leave for maternity or paternity leave under the California Family Rights Act (CFRA).

13.8.2 After all available leave is exhausted, including all accumulated sick leave, eligible unit members are entitled to use differential leave for the remainder of the twelve (12) weeks.

13.9 **Childbirth/Adoption Leave**

13.9.1 A unit member shall be allowed three (3) days of leave with full pay for the birth or adoption of a child. Such leave shall not be deducted from sick leave.

13.9.2 An additional five (5) days shall be granted to the unit member for the birth or adoption of a child if requested. The additional five (5) days shall be deducted from sick leave.

13.10 **Childcare Leave**

13.10.1 Subject to the laws and regulations establishing and implementing the California Family Medical Leave Act, a unit member shall be granted up to twelve (12) weeks of leave without pay but with benefits within the twelve (12) month period following the birth or adoption of a child.

13.10.2 A unit member may apply in writing for an unpaid leave at any time for the purpose of childcare. Such leave may be granted for the duration of the school year in which the leave is first taken and for up to one (1) additional school year Professional and Service Leaves / Teacher on Special Assignment

13.11 **Professional and Service Leaves / Teacher on Special Assignment**

13.11.1 Leaves of absence without pay and Teachers on Special Assignment must be submitted to the superintendent and may be approved by the Board for: professional study, completion of credential requirements in a full-time program, for service in a full-time elected public office, for research, teaching or lecturing under a nationally recognized fellowship or foundation, or for cooperative work in an institution of higher education. The Board may grant full or part-time leaves when necessary, in meeting District staffing needs, as in the case of a full-time permanent employee transferring to a part-time position to meet a District need. In such cases the eligibility, application deadline, and notification of return requirements shall not apply. The Board may consider other reasons or circumstances in consideration of District needs.

13.11.2 A unit member must be classified as permanent before being granted a Professional/Service Leave or being designated as a Teacher on Special Assignment by the Board except for basic credential fulfillment for his/her current teaching position. The intent to request and renew a Professional/Service Leave or Special Assignment must be submitted in writing by March 1st.

13.11.3 Professional/Service Leaves shall be without compensation, but other rights and benefits, such as tenure, seniority, former school, sick leave accrual, salary placement, and retirement benefits which were accumulated during prior service in the District, shall be retained. The unit member shall receive annual step increment(s) during a Professional/Service Leave.

13.12 **Overseas Teaching Leave**

13.12.1 Permanent unit members may apply in writing for leaves for a period not to exceed one (1) school year for the purpose of accepting an appropriate overseas teaching assignment, or two (2) years for teaching assignments in the Peace Corps. This leave shall be without compensation. However, the unit member shall receive annual step increment(s) during the leave.

13.13 **Sabbatical Leaves**

13.13.1 Sabbatical leaves may be granted to full-time unit members for travel, advance study, or research appropriate to the assignment of the applicant.

13.13.2 Applicants for sabbatical leave must have served at least seven (7) continuous years in the District.

13.13.3 A panel, consisting of one unit member, one administrator, and one Board member, will evaluate sabbatical leave applications. Following evaluation by the panel, the District shall determine the recipient(s) of sabbatical leave.

13.13.4 Sabbatical leaves will be granted for a period of one (1) year or one-half (1/2) year. The rate of pay for a unit member on sabbatical leave shall be 50% of the salary he/she would have received and full fringe benefits. The unit member on sabbatical leave will be credited with a full year of teaching experience for advancement on the salary schedule. A sabbatical leave will not constitute a break in continuity of service.

13.13.5 The terms and conditions of the sabbatical leave shall be stated in writing and shall include, but not be limited to, (1) a stipulation to a post-leave service of no less than two (2) full years, (2) an indemnification bond to insure successful completion of the sabbatical program (i.e., what is to be studied, and how it will relate to the unit member's professional growth), and (3) appropriate reporting procedure, such as a detailed report or a workshop, as may be designated by the District prior to acceptance of the sabbatical.

13.13.6 In case of injury or illness to the unit member during the sabbatical leave, which prevents completion of the sabbatical program as determined by the unit member, the leave may be terminated, and all provisions for sick leave will apply.

13.13.7 At the expiration of a sabbatical leave, the unit member will be reinstated to a teaching position in the District.

13.14 **Judicial Leave**

13.14.1 Unit members shall be provided leave when called for jury duty service or to serve as a subpoenaed witness in a judicial proceeding.

13.14.2 Unit members required by the courts to take judicial leave shall inform the Principal or Superintendent upon notification by the court.

13.14.3 Unit members on judicial leave shall receive their regular earnings. Any fee and/or earning received for jury duty or as a subpoenaed witness shall be endorsed to the District. Unit members shall keep mileage reimbursement received from the court.

13.15 **Business and Conferences**

13.15.1 When authorized by the District, unit members may be sent to conferences, workshops, institutes, school visits, or meetings directly related to their professional responsibilities. Such leaves shall not be more than five (5) consecutive workdays in duration.

13.15.2 Expenses for such leave may be reimbursed at the District per diem rate, may be partly reimbursed, or may be without reimbursement.

13.15.3 The unit member shall not suffer loss of salary, and the days shall not be deducted from accumulated sick leave.

13.16 **Military Leave**

13.16.1 Any unit member who is a member of the reserve corps of the Armed Forces of the United States, National Guard, or the Naval Militia shall be entitled to a temporary military leave of absence while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises, or like activity as such member, providing the period of ordered duty does not exceed one- hundred and eighty (180) calendar days, including time involved in going to and returning from such duty.

13.16.2 All unit members drafted for military service or ordered to active service with reserve components shall be granted a leave of absence without pay.

13.16.3 Upon return, during the same school year, the unit member will return to the same position held prior to the leave.

13.17 **Religious Holidays and Observance**

13.17.1 Members of the bargaining unit shall be granted three (3) days during the year for required observance of a recognized religious denomination when such observance is not possible outside working hours. These leaves shall be deducted from accumulated sick days.

13.18 **Leave for Medical Examinations Required by the District**

13.18.1 A unit member may be absent without loss of sick leave for the time necessary to secure any medical examination required by the District, except for the initial employment examination. The cost of such examination shall be borne by the District.

13.19 **Quarantine**

13.19.1 Unit members absent due to exposure to a communicable disease for which the Health Department may require isolation, but who are not themselves ill, shall receive full pay for so long as the Health Department shall require isolation. Such absence shall not be

deducted from accrued sick leave.

13.20 **Association Leave (Release Time)**

13.20.1 At the Association's request, the District shall grant full or part-time leave to a person designated by the Association, in accordance with Ed Code 44987. The District shall pay the salary and benefits the designee would have received at full-time employment and the Association shall reimburse the District for pro-rata portion of the contract.

13.21 **Additional Leaves of Absence**

13.21.1 Whenever it becomes necessary for a unit member to request leave for reasons other than those allowed in other provisions of this agreement, the unit member may submit his/her case, in writing, to the District at least ten (10) days prior to the next scheduled board meeting.

13.21.2 If the duration of a Leave of Absence will be five (5) days or less, a request can be made directly to the Principal. The request shall be submitted at least five (5) days in advance of the leave request. The Principal shall forward the request to the Superintendent with a recommendation. The Superintendent may grant or deny the request.

13.21.3 The District may authorize excused absence with full, partial or no compensation. The District shall convey its decision, in writing, to the unit member at least five (5) days from the date of the scheduled board meeting. This decision letter will include an outline of the date by which the unit member must notify the District of his/her intentions for the following year. If granted with partial compensation, deduction from the unit member's salary for the absence shall be no more than the amount paid to the unit member's substitute during the absence.

13.21.4 Unit members on Leaves of Absence longer than 60 calendar days must notify the District of their intentions for the next school year by March 1st. Failure to respond by this date may result in the District terminating the contract of the unit member.

Article 14: PART-TIME TEACHING AND SHARED CONTRACTS

14.1 **General Provisions**

14.1.1 Unit members in part time service or rendering services under a part time or shared contract shall have all rights and privileges afforded full time unit members under this contract.

14.1.2 The salary and fringe benefits paid by the District to a part-time or shared contract unit member shall be a proportional ratio of the salary and benefits he/she would have earned as a full-time unit member. The proportional ratio is equal to the FTE of the unit member.

14.1.3 All part-time/shared contract unit members will be placed on the Certificated Salary Schedule (appendix A) on the appropriate Step and Column. He/she will receive the appropriate percent of the corresponding salary plus the full stipend for a qualifying specialist credential and Master's degree.

14.1.4 A unit member on part-time service or shared contract shall receive credit for salary schedule advancement as follows:

14.1.4.1 Service at .50 FTE or more shall qualify the unit member to advance one vertical step each year.

14.1.4.2 The unit member working less than .50 FTE shall receive one-half year's credit for advancement on the salary schedule, advancing one vertical step every other year.

14.1.5 A unit member on part-time service or shared contract shall be granted tenure as follows:

14.1.5.1 Unit members serving a minimum of 75% of the teacher workdays in two consecutive school years are granted tenure on the first teacher workday of the third year.

14.1.5.2 Unit members on shared or reduced contracts will be granted tenure after completing 368 workdays. The unit member becomes tenured on the first day of the year following the 368 days worked.

14.1.6 **Part-Time and Shared Teaching Contract**

14.1.6.1 Unit member Initiated

1.1.1.1.1 Requests for part-time/shared teaching shall be made through the Principal and are due on or before February 15th.

14.1.6.1.4 If the part time or shared contract is requested in subsequent school years, the unit member(s) will retain employment rights only to the part time or shared contract assignment FTE going forward. These unit members may apply for full-time vacancies if in future school years should they wish to return to full-time status.

14.1.6.1.5 After the first year of a part-time or shared contract, unit members may return to full-time service, provided a request to do so has been filed on or before February 15th, with the District through the Principal. Receipt of the request shall be promptly acknowledged in writing to the unit member.

14.1.6.2 District Initiated

14.1.6.2.6 When the District initiates a part time/shared teaching assignment, the part time unit member shall be provided prorated full time unit member health and welfare benefits as other bargaining unit members.

14.1.7 **Conditions**

14.1.7.1 The unit members sharing a contract shall meet/communicate regularly for the purposes of joint planning, student and program assessment, preparing for SST/IEP/504 meetings and/or discussing any decisions made, and debriefing class/student progress, general school business and information from staff/grade meetings.

14.1.7.2 Both unit members are required to attend all Teacher in-service/staff development workdays prior to the first day of school, as well as all the days of the first week of school, and the very last day of school.

14.1.7.3 Both unit members are required to attend parent teacher conferences, Back-To- School-Night, Open-House and one other evening program.

14.1.7.4 At the beginning of the school year, both unit members shall mutually divide the school calendar as to be proportionate to their contracts, as consistent as possible for students, and fair to both unit members (in terms of holidays, in-service/staff development days, consistency, etc.). The calendar shall be provided to the Principal.

14.1.7.5 For the purposes of yard duty schedules and other similar responsibilities, the two unit members together shall have the equivalent amount of duty and responsibilities of any one unit member not dividing a contract.

14.1.7.6 All part-time/shared assignment members will cover all planned absences of teaching team when possible.

14.1.7.7 All part-time/shared assignments will be subject to Board approval.

Article 15: FRINGE BENEFITS

15.1 **Health, Dental and Vision Coverage**

15.1.1 The District shall provide a comprehensive benefits package which includes medical, dental, vision, orthodontia, and prescription benefits, to unit members and their eligible dependents.

15.1.1.1 Part time unit members shall be provided pro-rated full-time unit member health and welfare benefit as other bargaining unit members.

15.1.2 The District shall offer medical plans mutually agreed upon by the District and the Bargaining Unit and make plan information, including premiums, available to unit members. Each year the District will present the Bargaining Unit Members with agreed upon medical plans available for the coming year through Open Enrollment.

15.1.3 All unit members are covered by a dental and vision plan. The plan details for these coverage's are:

- Delta Dental Incentive Plan
- Vision Service Plan

15.1.4 For members who receive District Health and Welfare benefits: Effective October 1, 2025, the District's maximum contribution shall be $14,500.00

15.1.5 For members who select a District Health plan costing less than the $14,500.00: Effective October 1, 2025, the member will receive the net savings (District contribution minus plan premium) as the Cash Back Benefit.

15.1.6 For members who decline District Benefits due to other Health and Welfare coverage: Effective October 1, 2025, unit members who do not take any District health benefits will receive an annual cash back amount of $14,500.00. This amount will not be automatically increased when the District cap for benefits (15.1.4) is increased. If a member later decided to decline District benefits, the member will only be eligible for cash back in the amount indicated in Section 15.1.6.1.

15.1.6.1 For unit members with a first date of service on or after July 1, 2025: Members who decline District benefits due to other Health and Welfare coverage will receive an annual cash back amount of $5,500.00

15.1.7 Cash Back Benefit dollars may be utilized by the unit member as pre-tax dollars to participate in a Tax-Sheltered Account (TSA) or as a contribution to the Flexible Spending Plan if allowable under current tax laws.

15.1.8 Cash Back Benefit dollars may be paid to the member directly. In this circumstance, the Cash Back Benefit payment received shall be considered taxable income. Both the District and the unit member would be liable for applicable taxes as with any other salary disbursement.

15.2 **Retired and On Leave Unit Members**

15.2.1 The District shall allow for all unit members on unpaid leave of absence to remain members of the insurance group (when permitted by the carrier) upon the payment of the premium by the unit member. The District shall offer medical, dental, and vision benefits to unit members on Sabbatical Leave for a monthly premium.

15.2.2 The District shall offer the same medical, dental, and vision plan choices for all retired unit members as provided to regularly employed unit members from ages 60 to 65 if the unit member has served the District for at least 10 years. The District will pay up to a maximum annual contribution of $14,500 towards the benefit package of a qualified retired unit member.

15.2.3 As per the plan provider requirement, all retirees benefit premium costs will be subject to the Tiered (Single, Two Party, or Family) Rate Schedule.

15.2.4 For those unit members who have worked in the District for 10 years as of July 1, 2004, benefits for retirees shall be offered up to age 65 based upon the following schedule:

- Age 55 and 20 years in District,
- Age 56 and 19 years in District,
- Age 57 and 18 years in District,
- Age 58-59 and 17 years in District.

15.2.5 Retirees wishing to receive Health Benefits must be currently enrolled in the Health Benefit plans at the time of retirement.

15.3 **Duration of Benefits**

15.3.1 Unit members who are employed during the last month of a school year, currently enrolled with a health care package, shall continue to be provided the District's compensation benefits package through August 31.

15.3.2 Unit members who are initially employed subsequent to the first day of the school year shall be eligible for coverage on the first day of the month following the month in which service begins.

15.3.3 Unit members who terminate their employment prior to the close of the school year shall be provided benefits through the last day of the payroll period in which the termination occurred.

15.3.4 Unit members who are absent on account of illness shall continue to receive benefits as defined in the Family Medical Leave Act.

15.3.5 Unit members who would have otherwise been eligible for fringe benefits if they retired under normal or early STRS retirements are eligible for the same retirement fringe benefits if the unit member uses STRS disability retirement.

15.3.6 The determination of eligibility for health and welfare benefits shall not discriminate on the basis of age, sex, or marital status.

15.3.7 Unit members may continue their health and welfare benefits at member's expense after termination of employment based on COBRA eligibility. Such member shall pay the full premium for continued coverage on a month-to-month basis directly to the plan provider, the COBRA program manager.

15.3.8 All unit members have the option to enroll in a Flexible Spending Account plan as offered by the current benefit vendor. This allows for tax exemption of out-of-pocket medical expenses. Please see Human Resources for additional information.

Article 16: GRIEVANCES

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.

16.1 **Definitions**

16.1.1 A "grievance" is an allegation by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.

16.1.2 A “grievant” is the person or persons making the claim. When requested to do so by a clearly defined group of unit members, the Association may be the "grievant" in instances where an alleged contract violation affects more than one member of the bargaining unit.

16.1.3 A "Representative" is anyone, including an attorney, whom a "Grievant" selects to speak for and/or advise him or her.

16.1.4 A “Day” is any duty day in which the grievant is required by contract to render service.

16.2 **Procedure**

16.2.1 **Level One Informal Grievance**

Within 10 workdays after the event that was the basis for the grievance, or within 10 workdays of the time when the grievant reasonably should have known of the event that gave rise to the grievance, the grievant shall notify, in writing, his/her Principal of the potential grievance and shall request a face-to-face meeting. At the grievant's option, the grievant may be accompanied by an Association representative during this meeting. The objective of this meeting shall be to resolve the matter informally. This meeting is to occur within 5 days of the request for the meeting. In the event the matter is not resolved informally, the following procedure shall be implemented:

16.2.2 **Level Two Principal**

16.2.2.1 If the grievance is not settled at the informal level, the grievant, within 15 workdays shall submit a written statement of the grievance to his/her Principal. The statement shall include a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, the specific remedy sought, and the date of the alleged act or omission. The grievance shall be submitted using the grievance form (see Appendix J-F). The grievant shall discuss the matter with his/her Principal and may be accompanied by a representative of the Association. If the grievant prefers to represent himself or herself, a copy of the grievance will be sent to the Association. Within 10 workdays after receiving the grievance, the Principal shall state his/her decision in writing, together with supporting reasons and shall forward the decision to the Association

and to the grievant. If the Principal does not respond within the timelines, the grievance shall proceed automatically to the next step. The timelines may be extended by mutual agreement.

16.2.3 **Level Three Superintendent**

16.2.3.1 If the grievant is not satisfied with the disposition of the grievance at Level Two or if no written decision has been rendered within 10 days after receipt of the grievance, the grievant may file a written appeal of the grievance with the Superintendent, with a copy to the Association within 10 days after the written decision at Level.

16.2.3.2 Within 10 workdays after delivery of the appeal, the Superintendent or his/her designee will confer with the grievant in an effort to resolve the problem. An Association representative may be present at this conference. Within 10 workdays after the grievance conference, the Superintendent/designee shall submit his/her decision in writing, together with the supporting reasons to the Association with a copy to the grievant and a copy to the Principal involved in Level Two.

16.2.4 **Level Four Board of Trustees**

16.2.4.1 If the grievant is not satisfied with the disposition of the grievance at Level Three, or if no written decision has been rendered within 10 days after the conference with the Superintendent/designee, the grievant, within 10 days after the Superintendent's decision, may request in writing that the Association submit the grievance to the Board.

16.2.4.2 Within thirty (30) days of the receipt of the appeal, the Board shall hold a hearing. All parties involved shall mutually agree upon the time. The time allocated to each side to present their side of the grievance should be no less than 15 minutes. The hearing shall be held in closed session to the extent permitted by law, unless by mutual agreement with the grievant and the Board. Neither party should be present when the Board deliberates. If the Board has additional questions, both parties must be present.

16.2.5 **Level Five Mediation**

16.2.5.1 If the grievant and/or the Association are not satisfied with the disposition of the grievance, or if no disposition has occurred within ten (10) days pursuant to the provisions of Level Four, the grievance shall be referred to grievance mediation.

16.2.5.2 The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service be assigned to assist the parties in the resolution of the grievance.

16.2.5.3 The mediator, shall meet with the grievant, the Association and the District for the purpose of resolving the grievance in a timely manner.

16.2.5.4 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.

16.2.5.5 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 Five and the grievance may proceed to Level Six.

16.2.5.6 All costs, except for released-time for the grievant(s), Association representative(s), and witnesses, shall be borne by the party incurring them.

16.2.6 **Level Six Binding Arbitration**

16.2.6.1 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 from CSM/SC and obtain a commitment from said arbitrator to serve.

16.2.6.2 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 will be without power or authority to make any decision that requires the commission of an act prohibited by law or which is violate of the terms of this Agreement. Nor shall the arbitrator have power to alter, amend, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Association and the District within thirty (30) days after the matter is submitted, and will be final and binding upon the parties.

16.2.6.3 If any question arises as to the ability to arbitrate the grievance, such question will be ruled upon by the arbitrator only after she/he has had an opportunity to hear the merits of the grievance.

16.2.6.4 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.

16.3 **Time Limits**

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

16.3.2 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.

16.3.3 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 by mutual agreement so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

16.3.4 Grievances related to safety shall commence at Level Two with simultaneous notification to the Superintendent.

16.4 **Rights of Representation**

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

16.5 **No Reprisals**

16.5.1 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 unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

16.6 **Miscellaneous**

16.6.1 The Association, either in its own behalf or in behalf of more than one affected unit member at more than one school site, may initiate a grievance at Level Three.

16.6.2 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 Three.

16.6.3 When it is necessary for a unit member to attend a grievance meeting during the school day the unit member will, upon notice to the superintendent, be released without loss of pay or benefits, subject to reasonable District needs. Any unit member whose appearance as a witness is required will be accorded the same right. An Association representative investigating a grievance shall reimburse the District for any cost associated with missing work or finding a substitute.

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

16.6.5 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.

16.6.6 Upon mutual agreement of the Association and the District, a grievance may be taken directly to arbitration.

16.6.7 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.

16.7 **Expedited Arbitration**

16.7.1 By mutual agreement of the parties, the arbitration may be held under the Expedited Rules of the American Arbitration Association. Notice of such option shall accompany the Demand for Arbitration.

Article 17: CLASS SIZE

17.1 **Class Size Maximums**

The District shall make reasonable effort to keep the following class maximums for the following grade levels:

17.1.1 Transitional Kindergarten (TK) through third grade unit members shall not exceed 24 pupils per class.

17.1.2 Fourth grade through eighth grade unit members shall not exceed 32 pupils per class or an average of 30 pupils per class district wide.

17.1.3 Ninth grade through twelfth grade unit members shall not exceed 34 students in any class.

17.1.4 Physical Education classes in Middle School and High School shall not exceed more than 65 pupils per unit member's class.

17.1.5 Elementary school unit members with an official roster of students exceeding the class size limits for more than fifteen (15) consecutive instructional days (beginning after the first four weeks of school) within a trimester shall receive a stipend as listed in Appendix B. Unit members shall be notified by email in the month in which this amount is paid.

17.1.5.1 Elementary school combination grade level classes shall be kept at a minimum as much as possible. Elementary school unit members assigned to an English Only combination grade shall receive a stipend as listed in Appendix B. Elementary school unit members assigned to a Dual Immersion combination grade shall receive a stipend as listed in Appendix B.

17.1.6 High school unit members with any roster of students exceeding the class size limits for more than three (3) weeks (beginning after the first four weeks of school) within a semester shall receive a stipend as listed in Appendix B. Unit members shall be notified by email in the month in which this amount is paid.

17.2 **TK – 8th Grade Class Configuration**

17.2.1 Unit members will jointly configure classes for the following school year. Site Principals shall provide time to accomplish this task by May 31st.

17.2.2 Unit members shall have primary responsibility to balance classes based on: gender, behavior, academics, English language development levels, enrollment in District programs, and special needs. Should subsequent changes become necessary, every effort will be made to maintain the original balance. Unit members shall be notified of changes within seven calendar days or whenever reasonably possible. New students that enter a school site after the school year

has begun will be assigned by the principal to a classroom in a numerically balanced manner based on current grade level class sizes.

17.2.2.1 In the event that class size cannot be balanced, and the disparity is over five (5) students for more than thirty consecutive days the bargaining unit member shall receive a stipend as listed in Appendix B Unit members will be notified in writing or by email at the time of payment.

17.2.3 Unit members assigned a combination class shall be given special consideration in the configuration of that class. Efforts will be made to group students according to achievement levels.

Article 18: PROFESSIONAL DEVELOPMENT

18.1 The District, in an effort to provide unit members with individualized professional development, will allow each unit member to have one (1) Individual Professional Development (IPD) event per school year, based on the criteria outlined as follows.

18.1.1 This day or days are to be paid and do not count against any other leaves.

18.1.1.1 If the professional development event falls outside the negotiated work calendar, the unit member will be paid the daily rate of a substitute teacher.

18.1.2 Any fees associated with the IPD, be it registration, materials, or mileage shall be incurred or reimbursed by the District.

18.1.2.1 Auto mileage shall be reimbursed at the standard business mile rate as set by the Internal Revenue Service for transportation expenses. Mileage reimbursement cannot exceed the cost of coach plane fare.

18.1.3 The IPD is for the purpose of professional development including attending conferences, seminars, workshops and observing other classroom settings both inside and outside the District.

18.1.3.1 Such events may be in person or viewed online as a webinar or webcast.

18.1.3.2 Visiting other educators' classrooms either within our District or neighboring districts may be permitted providing those classrooms are within 100 miles, allowing ample time for the professional development to be completed within the workday.

18.1.3.3 Unit members who participate in an IPD will share a brief summary (not exceeding 5 to 10 minutes) of key learning and insights at a staff meeting or with PLT grade level colleagues.

18.1.4 District arranged professional development, be it District-wide, site specific, grade specific, etc., will not replace a unit member's IPD day.

18.1.5 Unit members should make all efforts to submit a request to their direct supervisor and the Director of Curriculum and Instruction at least 60 days prior to the IPD day using the online form.

18.1.5.1 Unit members will submit their requests via the online approval form (Form Example in Appendix D).

18.1.5.2 Approval will be based on content appropriateness by the supervisor, the Director of Curriculum and Instruction as well as fund availability.

18.1.5.3 The Director of Curriculum and Instruction may approve IPD in excess of one day, dependent upon alignment to District goals, funding availability, and the availability of a substitute.

18.1.6 Upon completion of the IPD day, the unit member will coordinate with their supervisor to present and share their results to the appropriate peer group.

18.2 **Professional Development Committee**

18.2.1 The District Director of Curriculum and Instruction will convene a committee to collaborate on a plan for professional development to benefit all employees who deliver and support instruction. The plan will be differentiated to support probationary and permanent employees in a variety of instructional roles. Any hours served on this committee outside of contractual hours shall be paid at the teacher's hourly rate.

18.3 Bargaining unit members new to the District will be required to meet two (2) days prior to the beginning of school for New Teacher Orientation and professional development organized by the Director of Curriculum and Instruction.

18.3.1 New Teacher Orientation activities may include but are not limited to Human Resources orientation, town and campus tours, classroom set up, training, and up to 1-hour of Union orientation.

18.3.2 Participants who attend New Teacher~~s~~ Orientation activities will be compensated with a stipend of $300 per day.

18.3.3 During their first two years of employment, all probationary and temporary teachers will meet after school once per semester (high school) or trimester (TK-8) for professional development on an early release day. Experienced teachers may request to be excused from professional development on topics for which they can demonstrate expertise.

18.4 **Beginning Teacher Resources**

18.4.1 Beginning Teacher Induction Program: The District will place Temporary, Probationary I or Probationary II teachers in an induction program paid for and selected by the District. Unit members may support probationary teachers as a consulting teacher depending on the needs of the program the District has selected. Participation in the Program shall not create or expand any rights to retention or permanency as set forth in Education Code Section 44929.21 pertaining to probationary unit members. If a unit member serves as a Beginning Teacher consulting teacher, they are entitled to a stipend as outlined in Appendix B.

18.4.2 Intern Teacher Consulting Program: Unit members may be eligible to assist a unit member with completion of their University requirements as a Probationary 0 teacher in the role of a mentor teacher, depending on the requirements of the University program.

18.4.2.1 If a unit member performs this duty, a stipend will be provided that is commensurate with the amount of work that is required by the program. The District and ASJTA will meet and confer regarding the stipend, which will not

exceed $2,000.00 per assisted member.

18.5 **Voluntary Coaching and Growth Program**

18.5.1 Voluntary Teacher Program: Unit members desiring assistance in improving their teaching practice or expanding their knowledge of a curricular area may request to be assigned a Coach to assist the unit member in meeting specific goals. The unit member will submit a proposed Growth Plan to their site principal/supervisor describing the goals and desired outcomes.

18.5.1.1 If the proposal is accepted, the unit member will be assigned a Coach for a period of one year or less, depending on the nature of the proposal and goals.

18.5.1.2 Unit members may apply to the Director of Curriculum and Instruction to be assigned as Coaches to support specific needs and/or Growth Plans. The selected Coaches will work with the Director of Curriculum and Instruction to identify specific strategies and resources necessary to support the Growth Plan. If the coach is a current bargaining unit member, they will be compensated as outlined in Appendix B, prorated to the length of the Growth Plan. In the event that a bargaining unit member cannot be found that has the necessary skills or knowledge, an outside coach may be utilized. However, prior to going outside the bargaining unit, the District shall confer with ASJTA.

18.5.1.3 The Director of Curriculum and Instruction will oversee the Growth Plan and progress, in consultation with the Site Principal/Supervisor. The Coach and unit member will provide periodic progress updates as requested by the Director of Curriculum and Instruction.

Article 19: SUMMER SCHOOL

19.1 Qualified unit members who wish to work in the District's summer school may apply under the provisions and procedures administered by the District.

19.2 Qualified unit members currently employed by the District shall be given preference over applicants not employed by the District. Qualified permanent unit members shall be given preference over probationary unit members.

19.3 A qualified unit member is one who is properly credentialed for the position to be filled and whose most recent evaluation in the subject to be taught is effective.

19.4 The District shall circulate job announcements of potential summer school positions to be filled and receive applications by March 20th. Summer School job announcements shall make reference to normal length of workday and shall include a copy of the summer school pay rate.

19.5 The District may provide Summer School Certificated Staff up to one day of Professional Development and up to one Preparation Day prior to the start of the Summer School Program.

19.6 Unit members shall be present at their assigned school of work location at least 15 minutes paid time before the time prescribed for their assignment.

19.7 Preparation time is a professional time to prepare for teaching, to communicate with parents, and to collaborate, etc. Unit members shall receive 15 minutes of paid preparation time at the completion of their last class.

19.8 A unit member will accrue one day of leave and may utilize no more than one day of leave in any summer school session. Any additional time off in that summer session shall be non-paid.

19.9 The District shall determine qualification standards applicable to positions and shall determine qualifications of applicants against those standards.

19.10 The District, in coordination with the Summer School Principal/Lead Teacher and Director of Curriculum and Instruction, shall fill summer school positions with mutually qualified unit members considering all of the following criteria.

19.10.1 Teaching effectiveness as reflected in most recent evaluation.
19.10.2 Length of service and specified grade level and/or subject area, as determined by records.
19.10.3 Recency of experience in specific grade level and/or subject area, as determined by records.

19.11 Unit members scheduled to teach specific classes which are closed due to low enrollments will be given consideration for other vacancies that occur for which they are qualified. However, such unit members do not have priority over other unit members selected for, and notified of, summer school placement.

19.12 Every effort will be made to place qualified unit members who apply for but who were not placed in previous summer school as equitably and fairly as possible.

Article 20: NEGOTIATIONS PROCEDURE

20.1 This Agreement and each of its provisions shall be binding on both parties from July 1, 2024, through June 30, 2027, except with the following re-openers:

20.1.1 Each party shall have the annual right to reopen Salary and Benefits (Articles 5 and 15) and Calendar by giving written notice to the other party. If the Parties make a two-year agreement for Salary and Benefits, the TA will indicate the two-year agreement and Articles 5 and 15 will not be reopened in the years covered by the TA. Additionally, ASJTA and the District will have the annual option to reopen two (2) Articles of their individual choice unless it is a contract expiration year in which all Articles are open for negotiation.

20.1.2 Re-openers shall be submitted jointly by the District and the Association no later than the week prior to the first Board of Education meeting in September of each year of this Agreement. The District shall post these proposals as a part of the meeting agenda and allow for public comments at the meeting. This will constitute proper public notice so that negotiations may commence beginning in October.

20.2 The Association shall designate no more than four (4) representatives who shall each receive release time to attend negotiation sessions and impasse proceedings. The Association shall receive no more than four (4) days of release time for each of its four (4) members (16 days total) to prepare for negotiations. The Association agrees to reimburse the District for the cost of substitute teachers who are hired while the Association members receive release time for negotiation preparations.

20.3 The District shall provide reasonable release time to unit members designated by the Association for the purpose of conducting negotiations.

20.4 Negotiations shall take place at mutually agreeable times and places.

20.5 Any agreement reached between the parties shall be reduced to writing and signed by them.

20.6 Each page of all tentative agreements will be signed or initialed by the spokesperson(s) on each team.

20.7 All agreements are tentative until there is a final written agreement on the entire contract.

20.8 Each party agrees to support and recommend ratification of the final tentative agreement to the body they represent.

20.9 The District shall provide the Association an electronic copy of this Agreement within fifteen (15) working days, or the earliest possible date not to exceed twenty-two (22) working days after ratification by both parties. The District will also post a copy of the agreement on its website in a format which permits individual employees to download copies. The District will refer new hires to its website (http://www.asjusd.org) for their review and downloading copies of the agreement as needed, in conjunction with business office process of their hire. An electronic copy in Microsoft Word format shall be provided to the Union president and lead negotiator.

Article 21: COUNSELOR AND SPEECH LANGUAGE PATHOLOGIST

21.1 As unit members, counselors and Speech Language Pathologists (SLPs) shall be entitled to all contractual rights in the ASJTA contract unless otherwise explicitly stated in this article.

21.1.1 Any mention of "unit member" or "teacher" outside of Article 21 shall also include counselors and SLPs, unless a distinction is explicitly drawn within this article.

21.1.2 Article 17 shall not apply to counselors and SLPs.

21.2 Counselors will work an 8-hour workday. SLP's will work a 7.5-hour workday. The workday includes the duty-free lunch referred to in Article 11.1.4. The counselor and SLP positions will both have a work year of 203 contractual workdays.

21.3 Due to the nature of the job, counselors and SLPs will not be assigned a formal/structured prep period.

21.3.1 The lack of a formal/structured prep period will not override the right of all unit members to refuse requests for classroom substitute coverage using professional judgment (11.3.5) and will not prevent them from being compensated for agreeing to requests (11.6.1).

21.4 As per 21.1, counselors assigned to Anzar High School will participate in the extra duty point system, pursuant to Article 11.2 and may consist of duties appropriate to the position, such as Financial Aid Night, Senior Awards Night, and/or similar activities mutually agreed upon with the site principal.

21.5 Counselors are expected to attend student/family meetings such as IEPs, 504s, and SSTs in accordance with their job description. Any required duties that cannot be scheduled during their 8 hour workday will be compensated at the hourly/overtime rate subject to the prior approval of the site administrator/supervisor..

21.5.1 Should the counselor or SLP agree to a request by the District to work outside of contractual hours once their extra duty points have been exhausted, they will be paid at their hourly/overtime rate for these services like all other unit members.

21.6 All references to "classroom" in the ASJTA contract shall apply equally to the counselor and SLP office.

ASJTA Appendix A
2026-27 Salary Schedule **Effective 7/1/2026**
ASJTA 3.5% Increase on Salary

STEP	Column I (Intern)	Column II BA+30+Credential	Column III BA+45 +Credential	Column IV BA+60 +Credential	Column V BA+75 +Credential
1	61,065.00	68,505.00	71,417.00	74,452.00	77,615.00
2	61,065.00	70,218.00	73,201.00	76,313.00	79,556.00
3	61,065.00	71,972.00	75,031.00	78,220.00	81,546.00
4	61,065.00	73,773.00	76,908.00	80,176.00	83,583.00
5	61,065.00	75,616.00	78,830.00	82,180.00	85,673.00
6	61,065.00	77,507.00	80,801.00	84,235.00	87,815.00
7	61,065.00	79,445.00	82,822.00	86,341.00	90,010.00
8	61,065.00	81,432.00	84,891.00	88,501.00	92,261.00
9	61,065.00	83,467.00	87,013.00	90,712.00	94,567.00
10	61,065.00	83,467.00	89,189.00	92,980.00	96,931.00
11	61,065.00	83,467.00	89,189.00	95,305.00	99,354.00
12	61,065.00	83,467.00	89,189.00	95,305.00	101,838.00
13	61,065.00	83,467.00	89,189.00	95,305.00	104,385.00
14	61,065.00	83,467.00	89,189.00	95,305.00	106,994.00
15	61,065.00	83,467.00	89,189.00	95,305.00	109,669.00
16	61,065.00	83,467.00	89,189.00	95,305.00	112,410.00
17	61,065.00	83,467.00	89,189.00	95,305.00	115,220.00
18	61,065.00	83,467.00	89,189.00	95,305.00	118,102.00
19	61,065.00	83,467.00	89,189.00	95,305.00	121,055.00
20	61,065.00	83,467.00	89,189.00	95,305.00	124,080.00
21	61,065.00	83,467.00	89,189.00	95,305.00	127,183.00
22	61,065.00	83,467.00	89,189.00	95,305.00	130,362.00
23	61,065.00	83,467.00	89,189.00	95,305.00	133,621.00

STIPENDS NOT INCLUDED ON STIPEND APPENDIX B:
Masters in subject areas with California Content Standards shall be defined as: Math, ELA, ELD, Career Tech ed, Computer Science, Health Education, History/Social Science, Model School Library, PE, Science, World Languages, and Visual and Performing Art: $6,000.00 per year
Master's degree that does not qualify for the above: $1,500.00 per year (commencing 7/1/2025)
CERTIFICATED HOURLY RATE: $50.00
SUMMER SCHOOL HOURLY RATE: Unit members advance between steps based on the number of years they have worked in a summer school placement, specifically for ASJUSD.
Step 1: $50.00
Step 2: $51.75
Step 3: $53.50
Step 4: $55.25
Step 5: $57.00
Step Placement: Unit members shall be placed on the step that each would advance to for the 2023-24 school year, except that all unit members who would have advanced to step 23 or higher shall all be placed on Step 23

Board Approved: 6/17/2026

APPENDIX A
AROMAS/SAN JUAN UNIFIED SCHOOL DISTRICT
COUNSELOR SALARY SCHEDULE 2026-27
203 WORKDAYS

2026-27 3.5% Increase **Effective 7/1/2026**

STEP	I With BA	II BA+75 Units with MA
1	$107,689.00	$109,886.00
2	$110,450.00	$112,703.00
3	$113,282.00	$115,594.00
4	$113,282.00	$118,557.00
5	$113,282.00	$121,597.00
6	$113,282.00	$124,715.00
7	$113,282.00	$127,833.00
8	$113,282.00	$131,029.00
9	$113,282.00	$131,029.00
10	$113,282.00	$131,029.00
11	$113,282.00	$134,305.00
12	$113,282.00	$134,305.00
13	$113,282.00	$134,305.00
14	$113,282.00	$137,662.00
15	$113,282.00	$137,662.00
16	$113,282.00	$137,662.00
17	$113,282.00	$141,104.00
18	$113,282.00	$141,104.00
19	$113,282.00	$141,104.00
20	$113,282.00	$144,362.00
21	$113,282.00	$144,632.00
22	$113,282.00	$144,632.00
23	$113,282.00	$148,247.00

STIPENDS NOT INCLUDED ON STIPEND APPENDIX B:
Masters in subject areas with California Content Standards shall be defined as: Math, ELA, ELD, Career Tech ed, Computer Science, Health Education, History/Social Science, Model School Library, PE, Science, World Languages, and Visual and Performing Art: $6,000.00 per year

Master's degree that does not qualify for the above: $1,500.00 per year (beginning 7/1/2025)
Board Approved 6/17/2026

APPENDIX A
AROMAS/SAN JUAN UNIFIED SCHOOL DISTRICT
CERTIFICATED SLP SALARY SCHEDULE 2026-27
203 WORKDAYS

3.5% Increase on Salary - Effective 7/1/2026

STEP	BA + 75 + Credential V
1	$76,867.00
2	$80,326.00
3	$83,941.00
4	$87,718.00
5	$91,665.00
6	$95,790.00
7	$100,101.00
8	$104,605.00
9	$109,313.00
10	$114,232.00
11	$119,372.00
12	$124,743.00
13	$130,357.00
14	$136,224.00
15	$136,224.00
16	$142,353.00
17	$142,353.00
18	$142,353.00
19	$148,760.00
20	$148,760.00
21	$148,760.00
22	$14,860.00
23	$155,454.00

STIPENDS NOT INCLUDED ON STIPEND APPENDIX B:
Masters in subject areas with California Content Standards shall be defined as:
Math, ELA, ELD, Career Tech ed, Computer Science, Health Education,
History/Social Science, Model School Library, PE, Science, World Languages, and
Visual and Performing Art: $6,000.00 per year

Master's degree that does not qualify for the above: $1,500.00 per year (beginning 7/1/2025)
Board Approved 6/17/2026

ASJTA Appendix A 2027-28 Salary Schedule
3.0% Increase on Salary
Beginning 7/1/2027

STEP	Column I (Intern)	Column II BA+30+Credential	Column III BA+45 +Credential	Column IV BA+60 +Credential	Column V BA+75 +Credential
1	62,897.00	70,560.00	73,560.00	76,686.00	79,943.00
2	62,897.00	72,325.00	75,397.00	78,602.00	81,943.00
3	62,897.00	74,131.00	77,282.00	80,567.00	83,992.00
4	62,897.00	75,986.00	79,215.00	82,581.00	86,090.00
5	62,897.00	77,884.00	81,195.00	84,645.00	88,243.00
6	62,897.00	79,832.00	83,225.00	86,762.00	90,449.00
7	62,897.00	81,828.00	85,307.00	88,931.00	92,710.00
8	62,897.00	83,875.00	87,438.00	91,156.00	95,029.00
9	62,897.00	85,971.00	89,623.00	93,433.00	97,404.00
10	62,897.00	85,971.00	91,865.00	95,769.00	99,839.00
11	62,897.00	85,971.00	91,865.00	98,164.00	102,335.00
12	62,897.00	85,971.00	91,865.00	98,164.00	104,893.00
13	62,897.00	85,971.00	91,865.00	98,164.00	107,517.00
14	62,897.00	85,971.00	91,865.00	98,164.00	110,204.00
15	62,897.00	85,971.00	91,865.00	98,164.00	112,959.00
16	62,897.00	85,971.00	91,865.00	98,164.00	115,782.00
17	62,897.00	85,971.00	91,865.00	98,164.00	118,677.00
18	62,897.00	85,971.00	91,865.00	98,164.00	121,645.00
19	62,897.00	85,971.00	91,865.00	98,164.00	124,687.00
20	62,897.00	85,971.00	91,865.00	98,164.00	127,802.00
21	62,897.00	85,971.00	91,865.00	98,164.00	130,998.00
22	62,897.00	85,971.00	91,865.00	98,164.00	134,273.00
23	62,897.00	85,971.00	91,865.00	98,164.00	137,630.00

STIPENDS NOT INCLUDED ON STIPEND APPENDIX B:
Masters in subject areas with California Content Standards shall be defined as: Math, ELA, ELD, Career Tech ed, Computer Science, Health Education, History/Social Science, Model School Library, PE, Science, World Languages, and Visual and Performing Art: $6,000.00 per year
Master's degree that does not qualify for the above: $1,500.00 per year (commencing 7/1/2025)
CERTIFICATED HOURLY RATE: $50.00
SUMMER SCHOOL HOURLY RATE: Unit members advance between steps based on the number of years they have worked in a summer school placement, specifically for ASJUSD.
Step 1: $50.00
Step 2: $51.75
Step 3: $53.50
Step 4: $55.25
Step 5: $57.00
Step Placement: Unit members shall be placed on the step that each would advance to for the 2023-24 school year, except that all unit members who would have advanced to step 23 or higher shall all be placed on Step 23

Board Approved 6/17/2026

APPENDIX A
AROMAS/SAN JUAN UNIFIED SCHOOL DISTRICT
COUNSELOR SALARY SCHEDULE 2027-2028
203 WORK DAYS

2027-28 3.0% Increase **Effective 7/1/2027**

STEP	I With BA	II BA+75 Units with MA
1	$110,920.00	$113,183.00
2	$113,764.00	$116,084.00
3	$116,680.00	$119,062.00
4	$116,680.00	$122,114.00
5	$116,680.00	$125,245.00
6	$116,680.00	$128,456.00
7	$116,680.00	$131,668.00
8	$116,680.00	$134,960.00
9	$116,680.00	$134,960.00
10	$116,680.00	$134,960.00
11	$116,680.00	$138,334.00
12	$116,680.00	$138,334.00
13	$116,680.00	$138,334.00
14	$116,680.00	$141,792.00
15	$116,680.00	$141,792.00
16	$116,680.00	$141,792.00
17	$116,680.00	$145,337.00
18	$116,680.00	$145,337.00
19	$116,680.00	$145,337.00
20	$116,680.00	$148,693.00
21	$116,680.00	$148,971.00
22	$116,680.00	$148,971.00
23	$116,680.00	$152,694.00

STIPENDS NOT INCLUDED ON STIPEND APPENDIX B:
Masters in subject areas with California Content Standards shall be defined as: Math, ELA, ELD, Career Tech ed, Computer Science, Health Education, History/Social Science, Model School Library, PE, Science, World Languages, and Visual and Performing Arts: $6,000.00 per year
Master's degree that does not qualify for the above: $1,500.00 per year (Effective 7/1/2025)

Board Approved 6/17/2026
Effective 7/1/2027

APPENDIX A
AROMAS/SAN JUAN UNIFIED SCHOOL DISTRICT
CERTIFICATED SLP SALARY SCHEDULE 2027-28
203 WORK DAYS

3.0% Increase on Salary **Effective 7/1/2027**

STEP	BA + 75 + Credential V
1	$79,173.00
2	$82,736.00
3	$86,459.00
4	$90,350.00
5	$94,415.00
6	$98,664.00
7	$103,104.00
8	$107,743.00
9	$112,592.00
10	$117,659.00
11	$122,953.00
12	$128,485.00
13	$134,268.00
14	$140,311.00
15	$140,311.00
16	$146,624.00
17	$146,624.00
18	$146,624.00
19	$153,223.00
20	$153,223.00
21	$153,223.00
22	$153,223.00
23	$160,118.00

STIPENDS NOT INCLUDED ON STIPEND APPENDIX B:
Masters in subject areas with California Content Standards shall be defined as: Math, ELA, ELD, Career Tech ed, Computer Science, Health Education, History/Social Science, Model School Library, PE, Science, World Languages, and Visual and Performing Art: $6,000.00 per year

Master's degree that does not qualify for the above: $1,500.00 per year (beginning 7/1/2025)

Board Approved 6/17/2026
Effective 7/1/2027

APPENDIX B - STIPEND SCHEDULE EXTRA DUTY 2026-27

Paid upon Completion of the Duties and Submission of Stipend Form	
ASSIGNMENT	**STIPEND**
Varsity Head Coach (High School)	$3,000.00 (15 coaches)
Junior Varsity Coach/Varsity Assistant Coach (High School)	$2,000.00 (5 coaches)
Head Coach (Middle School)	$2,000.00 (8 sports per school)
Athletic Director (High School)	$24,000.00 for 11 Months
Athletic Director (Middle Schools)	$4,500.00 (2 schools)
Honors English (High School)	$927.00 per semester
Lead Teachers (High School)	.40 FTE minimum; assignment may be adjusted as needed to accommodate performance of duties
Lead Teachers (TK-8)	$3,605.00 per school year; may be split between two teachers
Schools' Yearbook Advisor	• $1,500.00 High School • $750.00 Elementary
Outdoor Science School, Tolerance Trip and Senior Grad Trip	Teachers attending these events shall be compensated for their time beyond the 7.5 hour workday with another day's pay using the member's daily rate of pay for each night away from home.
ASB/Activities Director (High School)	$2,500.00* *Stipend only paid if ASB is not run through leadership section
ASB Class Adviser (high school)	$1,000.00 per grade level
6th-8th Grade Activities Director (see job description)	$2,500.00
Voluntary Teacher Coach (per Article 18.4)	$1,500.00 per year (pro-rated per article)
PAR Program Panel Unit Member Representatives (8.2.6)	$500.00 per year
PAR Consulting Teacher per assisted unit member (8.3.4)	$2,500.00 per year
GradEx Stipends (Per 11.8.1) • 1-3 Students • 4-7 Students	• $800.00 • $1,600.00
Elementary Class Size Overage more than 15 consecutive instructional days (Per 17.1.5)	$200.00 per trimester
Elementary Combination Class English Only (Per 17.1.5.1)	$200.00 per trimester
Elementary Combination Class Dual Immersion (Per 17.1.5.1)	$300.00 per trimester
High School Class Size Overage per 17.1.6	$300.00 per semester
Elementary Class Size Balancing (Per 17.2.2.1)	$200.00 per trimester
Beginning Teacher Consulting Teacher (if not available through Induction Program Per 18.3.1)	$2,000.00 per year
Intern Teacher Consulting Teacher (Per 18.3.2.1)	Not to exceed $2,000.00 per year
Voluntary Coach/Growth Program Teacher (Per 18.4)	Up to $1,500.00 per year – prorated based on length of growth plan
Professional Certification Stipends (Per 5.5)	$618.00 per year

TK-12 Unit Members serving on School Site Council	$250.00 per member, up to three (3) teachers per site, one (1) classified per site
School Leadership Teams	$500.00 per member, three (3) maximum per site
High School Unit Members – High School Duty Points	$515 for six (6) high school duty points
Saturday School Scholar Teacher	Base summer school hourly rate for up to 5.5 hours per day
Professional Development	$300 per day for up to two (2) days for new teachers before the start of school
Official Member of Formal Board or Superintendent District Committee	Teachers who are official committee members (not subs or alternates) will be paid the certificated hourly rate for all required meeting time outside of the contracted work day. Such committees are annually determined at the Organizational Meeting and currently include: Budget, Technology, Curriculum and Facilities. In addition, Calendar Committee members will be compensated at the certificated hourly rate if Calendar Committee meetings happen outside of contract work time.
District Adopted Curriculum Pilot Teacher	Teachers selected to pilot District adopted curriculum will be paid the certificated hourly rate for required meeting time outside of the contracted work day. In addition, teachers will be paid a flat rate of $250.00 for each piloted program or textbook.
Link Crew Coordinator (For Work Outside of contractual work year/day)	$1,000 per year
Club Advisor- non-VAPA (Club must be approved through site process and must meet at least 15 times during the school year)	$500 per club per year (Up to 6 at Anzar and 3 at the TK-8 Schools. A teacher may only do one club. If a school has more qualifying clubs than their allocation, the total dollar amount for the school will be split between the advisors. For example, if there are 8 clubs at Anzar, the $3,000 will be split 8 ways.)
VAPA Project After-School Advisor Special Project: Visual & Performing Arts, such as play production or Folklorico. (Project scope must be agreed upon in advance by the Administrator and the Project Advisor)	$1,500 per year (up to 2 per site)

Staff is responsible for submitting their stipend requests online to be approved by their administrator and will then be forwarded to payroll. All stipend requests must be submitted no later than the last contractual day for payment. The District shall make this form available to teachers by the end of September 2023.

AROMAS-SAN JUAN UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES
ASJTA Appendix C

APPROVAL OF COLLEGE UNITS FOR SALARY ADVANCE - CERTIFICATED

Please complete this form. It will be submitted to your Site Administrator for review. Once reviewed, one copy of this form will be returned to you with the approval or denial and one copy will be placed in your personnel file.

Employee Name: Date:

Site:

PROPOSED COURSE INFORMATION:

Course #: Title: # of Units:

College or University: Course Start Date:

Brief Description of Course:

Unit Conversion Information:
Quarter units x .667 = 1 Semester Unit
1 Semester Unit = 15 Hours
1 CEU = 10 Hours

REASON FOR UNITS:

Please Select One:

Required course for advanced degree

Degree: Major:

Required course for State Credential or Added Authorization:

Type/Subject:

Other (please specify):

Employee Signature:

SALARY ADVANCEMENT CREDIT IS NOT ACCEPTED FOR COURSEWORK PAID FOR BY THE DISTRICT

Approved:
If denied, reason for denial:

Site Administrator: Date:

Note: This approval is valid ONLY for the semester or quarter requested. If you wish to take the course described at a later date, a new approval form must be submitted.

Received HR:

APPENDIX D- INDIVIDUAL PROFESSIONAL DEVELOPMENT (IPD)
APPROVAL REQUEST FORM (CERTIFICATED EMPLOYEES)

The Individual Professional Development opportunity is outlined in Article 18 of the ASJTA CertificatedBargaining Agreement.
ViewArticle18toreviewthecontractlanguageandIPD purpose.

Name: **Date Form Submitted:**
(Atleast60dayspriortoIPD)

IPD Date: **Number of Days?**

IPD Activity: Include a brief narrative of the IPD reason and upload any flyers, brochures or supporting documentation to this form. (*See Attach Documents below.*)

Estimated Travel Distance: # of Miles if applicable
Registration Fee/Cost:

Substitute Needed:
(If IPD is approved, it is your responsibility to secure a substitute through the Absence Management System. Entry of the absence should be Release Day with the comment Approved IPD.)

SUPERVISOR:

Approved: **Date:**

If denied, please provide reasons for denial:

DIRECTOROF CURRICULUMANDINSTRUCTION:

Approved: **Date:**

If denied, please provide reasons for denial:

Received HR: **Date:**

This is included in the contract for informational purposes. The Board may modify this policy. Unit members are advised to check the online version of this policy for the most current language.

APPENDIX E – DISTRICT OWNED VEHICLES

Business and Non-instructional Operations AR 3542.1(a)

EMPLOYEE USE OF DISTRICT-OWNED VEHICLE

Employees shall participate in the district's Safe Driver Program prior to authorization to use any vehicle for district business. The district reserves the right to refuse an employee authorization to operate a vehicle on district business.

District Driver Procedure

1. All employees who may be required to drive a district-owned vehicle while on district business shall be required to watch a safe driver film.

2. The employee shall submit to the Transportation Office the following:

   a. Copy of California driver's license;

   b. DMV H-6 printout.

3. The Transportation Office will conduct annual employee driver history inspections through the Department of Motor Vehicles. Each time a driver is convicted of a moving traffic law violation, the court notifies the Department of Motor Vehicles. A record of the conviction is placed in the driver's license file. Convictions are counted as follows:

   a. When a traffic conviction shows that a person drives a motor vehicle unsafely on a highway, it counts as one point towards determination of a negligent driver.

   b. Two points are charged if the driver is convicted of:

      (1) Reckless driving
      (2) Hitting an unattended vehicle without notifying the owner
      (3) Causing property damage, injury, or death by hit-and-run driving
      (4) Manslaughter involving a vehicle
      (5) Causing injury or death with a vehicle while evading a peace officer
      (6) Driving on the wrong side of a divided highway
      (7) Speed contest or exhibition of speed
      (8) Illegal transport of explosives

(9) Driving under the influence of liquor and/or any drug

c. An accident is normally counted as one point.

For district purposes, a driver is considered a negligent operator of a motor vehicle when the employee's driving record shows the following point count:

2 points in a 12-month period
3 points in a 24-month period
4 points in a 36-month period

4. The district reserves the right to refuse an employee authorization to operate a district vehicle if the individual is determined to be a negligent operator in accordance with No. 3 above or fails to maintain a valid California Class A, B or C driver's license.

5. The Transportation Office shall maintain a list of approve employees who are authorized to operate district vehicles.

6. A "district vehicle" is defined as "a motor vehicle owned by the district used for the purpose of moving or propelling any person or property upon a highway, and not to exceed more than 10 passengers including the driver, no matter what size the vehicle is." If more than 10 passengers are to be carried, they must be in a school bus or a student pupil activity bus as defined in the Vehicle Code.

Regulation Approved: March 3, 2004

APPENDIX F - CERTIFICATED GRIEVANCE FORM

Name of Grievant:
School or Department:
Date Filed:

1. Date grievance occurred:
2. Specific section of contract allegedly violated:
3. Provide specific details concerning the grievance: (Include names, dates, and circumstances):
4. Describe adverse effect the alleged violation(s) had on grievant:
5. Remedy desired:

_____ _____

Conferee (if any) Signature of Grievant

APPENDIX G - CATASTROPHIC LEAVE BANK DONATION FORM

I,_____choose to participate in the Catastrophic
(PRINT NAME)

Leave Bank as defined in the contract in section 13.3.

I understand that the use of the Catastrophic Leave Bank shall only be available to those eligible members who have made a donation of at least one day yearly.

I understand that once I elect to participate in the Catastrophic Leave Bank, one sick day per year will be automatically added to the Bank from my sick leave.

I understand that this process will continue annually until the total days in the Bank donated by all members reaches and remains at its maximum (as defined in contract section 13.3.18), after which I will not be required to donate more, but will still be eligible to draw days from the bank. I understand the yearly donation will restart if the total days in the Bank drop below the maximum.

I understand that if I choose to cancel membership, a written notice of cancelation must be filed with Human Resources. Cancelling membership in the program means I will not be able to get assistance through this program.

I understand that once days are donated, it becomes the property of the Catastrophic Leave Bank and is irrevocable.

For more information, please refer to Article 13.3: Catastrophic Sick Leave in the contract between the Aromas-San Juan Unified School District and the Aromas/San Juan Teachers' Association.

_____ _____

Signature Date

SUBMIT TO THE HUMAN RESOURCES DEPARTMENT BY October 1st.

APPENDIX H - CATASTROPHIC LEAVE BANK REQUEST FOR WITHDRAWAL FORM

I, or a member of my family, (see definition Article 13.3) have sustained a catastrophic illness, injury or condition and request assistance from the Catastrophic Leave Bank.

I. Please answer the following questions so that the Catastrophic Leave Bank Committee can consider your application.

   a. ____Full time employee _____Part-time employee.

   b. My last day of work was/will be_____.

   c. All accumulated sick leave is or will be exhausted by approximately _____.

   d. Have you applied for any additional leaves under Article 13? Please list all that apply. _____.

   e. Anticipated date of return to work:_____.

II. Have you applied for or are you receiving benefits from any of the following?

   a. State Disability Insurance Y N

   b. Social Security Disability Insurance Y N

   c. Any Other Disability Insurance or Payments ___Y ___N

III. Attach medical verification of the condition described above, and projected return to work date. Also include why you feel this situation qualifies under catastrophic leave.

Name:_____Address: _____

Phone Number:_____Signature: _____

When complete, seal application in an envelope labeled CONFIDENTIAL and deliver to:
Human Resource Department
Catastrophic Leave Bank Committee
Aromas-San Juan Unified School District Office

2024 CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION (CSTP)

Introduction

Teachers are the single most important classroom factor in student learning and achievement. Research demonstrates that the greatest influence on learning progression is having highly expert, inspired, and passionate teachers who work with school leaders, to maximize the effect of their teaching for all learners in their care. The effort to educate every California learner is an incredibly complex undertaking. Thus, continuously strengthening the teaching profession by equipping teachers with effective practices based on available evidence is critical. Moreover, because what teachers know and are able to do directly influences student learning and well-being, educators must have a deep awareness and understanding of what quality teaching looks like—and of how to implement it for every student every day.

The California Standards for the Teaching Profession (CSTP) are foundational for teacher preparation and teacher induction. They also serve as a guide for educator professional learning, development, and evaluation statewide. With the ultimate goal of improving student learning and well-being, the standards provide a broad and complex vision of the teaching profession within which all teachers can define and develop their practice. They also provide a common language for communication and dialogue, and thus play an important role in prompting educators to reflect about student learning and teaching practice; formulate professional goals that improve teaching practice in support of student learning; and guide, monitor, and assess their progress toward professional goals.

Since their inception in the 1990s, the CSTP have been widely influential in California policy and practice. Codified in the California Education Code (EC §44279.1), the standards have been updated over time so that they continue to be relevant and useful in the face of changes in learning expectations and priorities, shifts in student populations, and increased attention on outcomes that incorporate such factors as diversity, equity, and inclusion. This 2024 update was developed by the Commission on Teacher Credentialing in partnership with the California Department of Education (CDE). During 2022–23, the Commission and the CDE engaged a diverse work group of expert practitioners and policymakers from across the state in an in-depth study and revision process. The work group used research, professional literature, an array of California documents, examples from other states, constituent input and comments from online review, and expert consultation to inform decisions about content and structural changes that would revitalize the CSTP.

The 2024 CSTP represent an expertly informed consensus on expectations for the teaching profession. They lay groundwork for next steps in continuously improving teaching in ways that equitably benefit all learners' academic achievement and well-being. The standards attend to the social, emotional, physical, cognitive, and academic needs of learners. Their focus is to ensure inclusive learning experiences based on individual learner assets and needs while also creating equitable outcomes for all. The revised CSTP also highlight enhanced family and community engagement practices, with an emphasis on two-way communication to develop positive and reciprocal family and community connections. Additionally, the standards include

indicators for teaching performance in relation to digital citizenship, restorative justice, a growth mindset, and the implementation of a continuous growth model.

The revised CSTP also acknowledge the increasing complexities of teaching. The standards feature evidence-based strategies that address learners' academic and social-emotional development; apply to classroom, school, district, and community settings; include actions for both individual teachers and collaborative teaching; and provide strategies that support teachers' professional judgment while attending to state standards and frameworks, along with family and community goals. The purpose of these standards is to enable teachers to meet the needs of *all* learners (collective), *each* learner (individual), and *every* learner, including but not limited to specifically historically and persistently underserved students.

The Scope of the Updated California Standards for the Teaching Profession (CSTP)

The 2024 CSTP identify and clarify effective teaching strategies that have positive impacts on student achievement and well-being. They describe critical areas of effective teaching and offer a structure to help teachers and other constituents navigate the complexity of teaching and continuously improve practice. A single approach to professional practice will not be effective for all practitioners in all contexts. Although the standards articulate a common vision of excellence in teaching, different teachers have different ways of enacting the standards effectively for the learners they teach. The CSTP provide a framework within which teachers and others can develop individualized action-oriented goals and strategies, with details tailored to their particular learners and contexts—the kind of practice, in other words, that is most likely to result in quality teaching for the state's broad range of learners and teaching circumstances.

Intentionally broad in scope, the CSTP:

- Represent a holistic view of teaching, organized to address the complexity of educating California's diverse learners.
- Shape and support teacher behaviors and skills for evidence-based practice that generates equitable, high-quality education.
- Address effective teaching across grade levels—from pre-K early learning through classrooms organized primarily for adults.
- Outline the principles and foundations of teaching practice across all subject areas.
- Provide scaffolding for coherent, ongoing development of teachers across career stages, from teacher preparation through highly accomplished practice.
- Work in concert with state standards, frameworks, guides, and resources that focus on teaching specific subject matter and skills or on various types of learners.

The CSTP Big Ideas and Structure

The updated CSTP are organized into six broad, interdependent standards that embed California's vision for teaching in an effective, equitable learning system. This six-topic footprint is similar to the previous CSTP (2009) and is intended to facilitate the use of extant research and resources that might be helpful in implementing the updated standards. It also parallels other

California state professional standards, such as the California Professional Standards for Education Leaders (CPSEL) and the Quality Professional Learning Standards (QPLS).

Each of the six Standards includes Elements and Example Indicators—a format that illustrates, in increasing detail, the implementation of high-quality teaching. The Elements highlight four to seven focus areas within each standard. They serve to clarify the intention of the standard and help define key components of teaching within the standard. Example Indicators are samples of how a teacher might demonstrate the standard or the element within their own teaching. The example indicators are not intended to be a comprehensive or required list of behaviors.
Rather, they illustrate the standard or the element in teacher practice. The

2024 California Standards for the Teaching Profession (CSTP) are:

CSTP 1: Engaging and Supporting All Students in Learning
Teachers apply knowledge about each student to activate an approach to learning that strengthens and reinforces each student's participation, engagement, connection, and sense of belonging.

CSTP 2: Creating and Maintaining Effective Environments for Student Learning
Teachers create and uphold a safe, caring, and intellectually stimulating learning environment that affirms student agency, voice, identity, and development and promotes equity and inclusivity.

CSTP 3: Understanding and Organizing Subject Matter for Student Learning
Teachers integrate content, processes, materials, and resources into a coherent, culturally relevant, and equitable curriculum that engages and challenges learners to develop the academic and social–emotional knowledge and skills required to become competent and resourceful learners.

CSTP 4: Planning Instruction and Designing Learning Experiences for All Students
Teachers set a purposeful direction for instruction and learning activities, intentionally planning, and enacting challenging and relevant learning experiences that foster each student's academic and social–emotional development.

CSTP 5: Assessing Students for Learning
Teachers employ equitable assessment practices to help identify students' interests and abilities, to reveal what students know and can do, and to determine what they need to learn. Teachers use that information to advance and monitor student progress as well as to guide teachers' and students' actions to improve learning experiences and outcomes.

CSTP 6: Developing as a Professional Educator
Teachers develop as effective and caring professional educators by engaging in relevant and high-quality professional learning experiences that increase their teaching capacity, leadership development, and personal well-being. Doing so enables teachers to support each student to learn and thrive.

California Standards for the Teaching Profession (CSTP)

The following provides the broad CSTP language, elements that serve to clarify the intention of the standard and help define key components of teaching within the standard, and example indicators of how a teacher might demonstrate the standard or the element within their own teaching. The elements and the example indicators are not intended to be a comprehensive or required list of behaviors. Rather, they illustrate the standard or the element in teacher practice.

CSTP 1: Engaging and Supporting All Students in Learning

Teachers apply knowledge about each student to activate an approach to learning that strengthens and reinforces each student's participation, engagement, connection, and sense of belonging.

Element 1A: Focus on Students

1A: Teachers plan and implement a student-centered learning perspective that frames diversity as an educational asset and supports each student in relevant and challenging experiences that explore students' identities and extend their learning.

Element 1A Example Indicators

Teachers

- 1A–1: Create learning experiences that support the academic, behavioral, cognitive, functional, cultural, linguistic, physical, and social–emotional development of each learner.
- 1A–2: Articulate, plan, and implement learning experiences to support each student in meeting pre-K–12 content and performance standards.
- 1A–3: Use knowledge of students and a variety of evidence-based approaches to inspire, engage, and strengthen each student's intrinsic motivation to embrace new learning challenges.
- 1A–4: Implement support systems for student access to learning opportunities that comply with legal requirements and include formal accommodations or modifications.
- 1A–5: Create a classroom community where each student is given choices, is valued, and experiences active and equitable participation in learning and success.

Element 1B: Knowledge of Students

1B: Teachers elicit and solicit knowledge of each student's assets and needs, including cognitive, cultural and linguistic, social–emotional, and physical and developmental capacities, in the service of increasing active engagement in learning.

Element 1B Example Indicators

Teachers

- 1B–1: Affirm each student's cultural, linguistic, and racial identities by actively seeking knowledge and approaches for creating culturally and linguistically responsive and sustaining learning opportunities.
- 1B–2: Create learning opportunities that draw on students' interests, prior experiences, culture, and linguistic assets to support active engagement for each learner.
- 1B–3: Integrate student voice in planning and sustaining classroom structures and practices by including student participation and encouraging students to provide feedback.
- 1B–4: Provide learning experiences for language acquisition, using evidence-based approaches that leverage students' linguistic assets and address the diverse needs of all students.
- 1B–5: Respond to and implement support for students' social–emotional well-being and mental health needs, including those of students who have experienced trauma, homelessness or other situations.

Element 1C: Student Backgrounds and Family Engagement

1C: Teachers meaningfully engage and form partnerships with families, guardians, and caregivers in addressing each student's learning needs, health, and well-being and are responsive to the range of economic, social, cultural, linguistic, and community factors that affect student development and learning.

Element 1C Example Indicators

Teachers

- 1C–1: Determine the most effective strategies for communicating with families, guardians, and caregivers, including those from under-resourced communities and those who communicate in languages other than English, to explicitly and systematically increase positive connections.
- 1C–2: Apply evidence-based principles of effective family engagement in partnering with families, guardians, and caregivers to achieve equitable outcomes for every student.
- 1C–3: Create reciprocal partnerships with families, guardians, and caregivers to better understand students' and families' lives and to work together to enhance student learning experiences.
- 1C–4: Engage in reciprocal communication about learning, academic, and social–emotional expectations with families, guardians, and caregivers and share systems of instruction and support.
- 1C–5: Maintain responsive, understandable, timely, and accessible communications with families, guardians, and caregivers about student progress and accomplishments.

Element 1D: Diversity and Equity

1D: Teachers are responsive to students' diverse experiences, cultures, languages, identities, interests, strengths, and needs and apply evidence-based principles that intentionally cultivate equitable access, opportunities, and positive outcomes for each student.

Element 1D Example Indicators

Teachers

- 1D–1: Establish and maintain positive relationships with each student to promote understanding, respect, and affirmation of diversity.
- 1D–2: Recognize their own explicit and implicit biases and implement strategies and tools to counter those biases in order to create an inclusive learning community where each student's unique experiences are seen and used as educational assets.
- 1D–3: Improve student outcomes by addressing individual student assets and needs while creating equitable outcomes for all.
- 1D–4: Close achievement and opportunity gaps among student groups, focusing on groups with disabilities and those with diverse cultural, racial, self-identity, linguistic, and socioeconomic backgrounds.

CSTP 2: Creating and Maintaining Effective Environments for Student Learning

Teachers create and uphold a safe, caring, and intellectually stimulating learning environment that affirms student agency, voice, identity, and development and promotes equity and inclusivity.

Element 2A: Learning Environment

2A: Teachers guide learning through mutually respectful, supportive, and challenging experiences that result in each student's academic and social–emotional growth.

Element 2A Example Indicators

Teachers

- 2A–1: Support students in embracing diversity by engaging in and facilitating positive interactions in an inclusive and equitable climate with respect to cultural, linguistic, social, religious, and economic backgrounds; learning differences; gender and gender identity; sexual orientation; and family structure.
- 2A–2: Leverage the diverse cultural and linguistic backgrounds, goals, interests, and abilities of each student to build trusting relationships that ensure that each student learns and thrives.
- 2A–3: Engage with students in appreciating their own identities and the identities of others and viewing themselves as valued contributors to the community.

- 2A–4: Encourage constructive interactions among students by modeling, teaching, and practicing skills such as effective communication, emotional self-regulation, conflict resolution, and problem-solving.
- 2A–5: Nurture students' leadership capacities by facilitating opportunities for students to apply those capacities in purposeful and meaningful ways.

Element 2B: Student Behavior

2B: Teachers communicate, model, practice, and sustain high standards of individual and group behavior that reflect, affirm, and respect diversity, and facilitate productive interactions to maximize opportunities for each student to learn and thrive.

Element 2B Example Indicators

Teachers

- 2B–1: Recognize the underlying causes of student behavior, including developmental and individual social–emotional needs.
- 2B–2: Use evidence-based knowledge to create developmentally appropriate systems and practices that support both individual and collective student growth toward skills that students need in order to meet standards of behavior.
- 2B–3: Employ culturally responsive and developmentally appropriate and relevant norms, procedures, and supports to strengthen positive behavior and celebrate success.
- 2B–4: Create and maintain a climate where students feel a sense of belonging and responsibility for their own and one another's learning and well-being.
- 2B–5: Implement trauma-informed practices and developmentally appropriate positive behavioral interventions and supports that apply restorative justice and conflict resolution practices with individual students.

Element 2C: Organizational and Resource Management

2C: Teachers organize and manage learning structures, processes, resources, and supports in order to provide a safe and productive learning environment in which each student can grow and thrive.

Element 2C Example Indicators

Teachers

- 2C–1: Implement student-focused learning that is culturally and linguistically responsive and sustaining when designing classroom and school schedules, routines, procedures, and support systems.
- 2C–2: Organize available resources—time, instructional materials, physical space, and people—within the classroom and across the school to maximize conditions that support student learning and well-being.

- 2C–3: Coordinate logistics and resources needed to facilitate students' in-person and remote learning.
- 2C–4: Understand and implement health, safety, and emergency procedures to ensure the collective and individual well-being of all students.
- 2C–5: Ensure that digital and physical spaces, along with materials, are accessible to accommodate learning and support for students with disabilities and to meet legal requirements.

Element 2D: Inclusive Environment

2D: Teachers build on students' assets—students' abilities and talents, prior learning and peer and social group interactions, languages and cultures, and family and community experiences—to ensure that students' identities are included in classroom interactions and future learning experiences.

Element 2D Example Indicators

Teachers

- 2D–1: Recognize and understand students' commonalities and differences in order to facilitate experiences that enable each student to fully participate and grow.
- 2D–2: Anticipate student variability and provide appropriate guidance, instruction, resources, and supports to enhance each student's access to challenging learning experiences.
- 2D–3: Develop and sustain opportunities for students to reflect on, cultivate, and practice social–emotional skills in ways that are developmentally appropriate and culturally and linguistically responsive and sustaining, to optimize equitable academic learning experiences.
- 2D–4: Support students in learning and practicing ways to express thoughtful and respectful feedback and opinions about others' learning and well-being as well as their own.

CSTP 3: Understanding and Organizing Subject Matter for Student Learning

Teachers integrate content, processes, materials, and resources into coherent, culturally relevant, and equitable curricula that engages and challenges students to develop the academic and social–emotional knowledge and skills required to become competent and resourceful learners.

Element 3A: Knowledge of Subject Matter and Pedagogy

3A: Teachers identify, organize, and teach key concepts, underlying themes, and relationships that address pre-K–12 state content standards and local subject- and grade-level expectations, and also promote students' social–emotional and language development.

Element 3A Example Indicators

Teachers

- 3A–1: Explicitly address content and instructional strategies outlined in pre-K–12 state-adopted standards, curriculum frameworks, and technology guidelines.
- 3A–2: Integrate content-based curriculum, resources, and evidence-based teaching practices with culturally and linguistically responsive and sustaining learning experiences that promote student learning.
- 3A–3: Apply their knowledge of subject matter concepts, themes, diverse perspectives, and relationships to broaden and deepen each student's academic and social–emotional learning.
- 3A–4: Arrange subject matter and skills into developmental sequences that facilitate each student's content learning, language acquisition, and social–emotional development.
- 3A–5: Promote subject-specific language and literacy development for all students by using California's ELA/ELD Framework, ELA/Literacy Standards, ELD Standards, English Learner Roadmap, and Preschool and Transitional Kindergarten Learning Foundations for Language and Literacy.

Element 3B: Connecting Subject Matter to Real-World Contexts

3B: Teachers engage students in real-world applications and leverage students' unique backgrounds, perspectives, and cultural identities to make learning authentic, relevant, and meaningful.

Element 3B Example Indicators

Teachers

- 3B–1: Prioritize students' assets, experiences, and knowledge to design meaningful pre-K–12 standards-based lessons that connect to practical and relevant applications.
- 3B–2: Complement subject matter content with examples, current events, the arts, and other resources that reflect culturally, racially, and linguistically diverse experiences, people, settings, and themes to which students can relate.
- 3B–3: Review subject matter content, including examining sources of explicit and implicit biases, and organize curriculum to promote understanding of and respect for different experiences, perspectives, and circumstances.
- 3B–4: Design relevant activities and experiences in which students take an active role in the direction and application of their learning.
- 3B–5: Incorporate digital literacy and citizenship into lessons, including technical skills, privacy safeguards, and the ethical use of social media, copyrighted materials, and artificial intelligence (AI).

Element 3C: Curriculum and Resources for Specific Students and Student Groups

3C: Teachers design and implement content and resources that enable equitable access for every learner, including those with more complex needs, to essential academic and social–emotional concepts, to promote each learner's growth.

Element 3C Example Indicators

Teachers

- 3C–1: Prioritize and organize curricula at appropriate levels and make necessary adjustments and accommodations, based on student data.
- 3C–2: Match accessible subject matter content, materials, and equipment to rigorous, relevant, and developmentally appropriate learning sequences.
- 3C–3: Address the strengths and needs of students who require specific academic, linguistic, social–emotional, and physical accommodations, to provide equitable access to critical content.
- 3C–4: Focus on content and skill development goals outlined in formal learning plans for students with learning differences and disabilities
- 3C–5: Use the California Practitioners' Guide for Educating English Learners with Disabilities and the California Dyslexia Guidelines to address the relevant learning needs of specific individual students.
- 3C–6: Use the English language development standards, the English Learner Roadmap, and levels of language acquisition to guide the selection and organization of subject matter materials appropriate for individual English learners.

Element 3D: Content and Skills across Subjects

3D: Teachers elevate learning experiences enabling students to apply knowledge and skills across content areas to identify issues, explore proposed solutions, and examine relevant, complex subject matter.

Element 3D Example Indicators

Teachers

- 3D–1: Integrate key concepts, themes, and connections across subject matter areas.
- 3D–2: Establish linkages within and across disciplines and grade levels, using student content standards and state curriculum frameworks.
- 3D–3: Extend students' interests in learning new or challenging content with inquiry-based learning experiences or projects focusing on real-world applications.
- 3D–4: Empower students to work on areas for growth and learn new content by integrating their interests with pre-K–12 subject matter and social–emotional strengths.

- 3D–5: Provide materials and processes that enable students to learn and practice career and social–emotional skills, such as self-reflection, decision-making, creativity, critical thinking, and collaborative problem-solving.

Element 3E: Curriculum Materials and Resources

3E: Teachers select, use, and adapt standards-aligned instructional materials, evidence-based resources, and varied technologies to increase content and social–emotional learning options that are accessible, equitable, and culturally responsive and sustaining for each student.

Element 3E Example Indicators

Teachers

- 3E–1: Employ the full range of materials, resources, and technologies provided by the school and the district to support students in meeting individual and collective learning goals.
- 3E–2: Select and use materials and tools that are needed for effective in-person and remote learning experiences.
- 3E–3: Use specific materials, resources, and technologies to support differentiated student learning of the subject matter content and skills.
- 3E–4: Use learning materials and resources that reflect diverse cultures, races/ethnicities, and languages to support socially and emotionally relevant subject matter content and skills.
- 3E–5: Review materials and resources for bias and thoughtfully consider whether they are appropriate for learning experiences directed toward meeting intended content and equity outcomes.

CSTP 4: Planning Instruction and Designing Learning Experiences for All Students

Teachers set a purposeful direction for instruction and learning activities, intentionally planning and enacting challenging and relevant learning experiences that foster each student's academic and social–emotional development.

Element 4A: Planning Instruction for Student Learning

4A: Teachers shape instructional plans that are informed by student goals, curriculum, evidence-based teaching strategies, materials, and resources attuned to the broad range of students' identities, prior knowledge, areas for growth, and interests.

Element 4A Example Indicators

Teachers

- 4A–1: Determine how they teach by considering what students need to learn in order to meet expectations and goals.
- 4A–2: Consult pre-K–12 standards, frameworks, curriculum guides, and professional sources to integrate effective instructional methods for students to learn subject matter and social–emotional competencies.
- 4A–3: Structure written plans to articulate how activities and resources—e.g., teacher activities, general student activities, special accommodations, materials, equipment—will be used to create targeted learning experiences to achieve student goals and learning outcomes.
- 4A–4: Collaborate with diverse groups of colleagues to identify and recognize barriers to equitable access to effective instruction and determine remedies—for individuals and student groups—to include in instructional plans.
- 4A–5: Review instructional plans after teaching, comparing intended and realized student experiences, instruction, and student learning outcomes, to determine areas of success as well as areas where revising and reteaching may be needed.

Element 4B: Designing and Developing Instruction for Student Learning

4B: Teachers use varied instructional practices to craft effective learning experiences focused on the students they serve and the curriculum they teach.

Element 4B Example Indicators

Teachers

- 4B–1: Consider subject-matter expectations, student identities and interests, student data, social–emotional development goals, curriculum plans, and resources to structure learning activities and to design instruction that enables individual students and student groups to progress.
- 4B–2: Vary the types of instructional and teaching strategies used, to maximize student engagement in learning, and present opportunities for students to practice different ways of learning.
- 4B–3: Sequence short-term and long-term instruction and support to reflect student learning goals, district and school priorities, subject-matter curricula, and social–emotional development.
- 4B–4: Cross-check the alignment of curriculum, instruction, assessment, and professional practice.
- 4B–5: Deliberately incorporate culturally and linguistically responsive and sustaining teaching and learning experiences into instruction that actively supports student agency.

Element 4C: Facilitating Instruction for Student Learning

4C: Teachers advance student learning by employing varied instructional strategies and supports that help build students' knowledge and skills and that facilitate student engagement, well-being, and efficacy.

Element 4C Example Indicators

Teachers

- 4C–1: Teach and reteach key concepts and skills so that each student has opportunities to engage meaningfully in learning and reach identified goals.
- 4C–2: Use curricular and instructional plans to initiate teaching, and adjust their practice to refocus instruction, based on students' engagement, interests, strengths, and needs.
- 4C–3: Facilitate self-directed learning, teacher-student interactions, and collaborative group experiences that build students' responsibility for their learning.
- 4C–4: Provide students with a variety of ways to demonstrate their learning.
- 4C–5: Conduct and support productive student learning experiences that are offered in-person or remotely.

Element 4D: Adapting Instruction for Student Learning

4D: Teachers vary their instructional practices to differentiate the kinds of student learning activities and levels of support needed to address the breadth of students' identified assets and needs.

Element 4D Example Indicators

Teachers

- 4D–1: Modify and scaffold instruction, based on evidence-based principles of learning and development.
- 4D–2: Group and regroup students in ways that promote academic and social–emotional development.
- 4D–3: Build flexible pathways, processes, and interventions for student engagement that are inclusive and that support student success.
- 4D–4: Determine what content, skills, instructional strategies, and learning experiences must be adjusted so that each learner progresses, paying particular attention to students with disabilities, students with Individualized Education Programs (IEPs), high-achieving students, and English learners.
- 4D–5: Differentiate and individualize learning experiences to engage and challenge learners who have mastered content.

CSTP 5: Assessing Students for Learning

Teachers employ equitable assessment practices to help identify students' interests and abilities, to reveal what they know and can do, and to determine what students need to learn. Teachers use varied assessment information to advance and monitor student progress as well as to guide their own and students' actions to improve learning experiences and outcomes.

Element 5A: Understanding and Using Assessments

5A: Teachers understand different assessment types and purposes and use multiple methods of assessing students to intentionally collect, analyze, and interpret information directed toward supporting each student's achievement and well-being.

Element 5A Example Indicators

Teachers

- 5A–1: Deepen and refine their knowledge and understanding of various performance tasks and assessments—diagnostic, formative, and summative—and focus on the information that these assessments provide, along with how it is used in their classroom, school, and district.
- 5A–2: Administer assessments that fit specific purposes aligned to acquiring relevant and useful information about the knowledge, skills, abilities, and interests of individual students and student groups.
- 5A–3: Informally assess students' application of academic and social–emotional content and skills, based on consistent interactions with students.
- 5A–4: Incorporate developmentally appropriate student self-assessment, using supports, (e.g., reflections, rubrics, graphic organizers, learning targets, and success criteria) to guide students.
- 5A–5: Use bias-free and culturally and linguistically responsive assessments that best help students reach learning and social–emotional goals.
- 5A–6: Support student agency by providing options for students to demonstrate their understanding of pre-K–12 standards and subject matter.

Element 5B: Interpreting and Using Assessment Data to Inform Student Learning

5B: Teachers apply varied data sources to access meaningful information for planning and differentiating student learning experiences, determining developmentally appropriate instructional practices, and improving processes that equitably guide the growth of each student's academic and social–emotional learning.

Element 5B Example Indicators

Teachers

- 5B–1: Systematically check for student understanding, through observation, analysis of student work, and use of student questions and feedback, to revise curricular and instructional plans.
- 5B–2: Draw on multiple sources of information to design and implement equitable and accountable reporting and grading practices that reflect student learning.
- 5B–3: Disaggregate summative, formative, and perception data to create student learning experiences that are specific and differentiated for each learner, in order to meet identified goals.
- 5B–4: Examine and interpret student performance data to develop and implement equitable and culturally and linguistically responsive plans for student learning.
- 5B–5: Use technology-enhanced resources and programs that extend capacity to monitor and document student progress accurately and equitably.

Element 5C: Communication of Assessment and Data

5C: Teachers engage with students, families, and guardians, along with other teachers and specialists, to share student strengths and areas of improvement gathered from assessments and reach common understanding about how to apply the information to support improvement goals and student progress.

Element 5C Example Indicators

Teachers

- 5C–1: Involve students in developmentally appropriate self-assessment, goal setting, and monitoring of progress, and provide students with options to revise work and demonstrate growth.
- 5C–2: Engage students, in developmentally appropriate ways, in discussing the assessments they take—what the assessments are, why they are important, formats and directions, how data are used, and, specifically, the ways that the assessment results affect them individually.
- 5C–3: Facilitate conversations and reflections with students, families, and guardians regarding students' areas of strength and opportunities for growth.
- 5C–4: Collaborate with specialists to accurately interpret assessment results that apply to the broad range of students with disabilities, as well as to accelerated students, multilingual learners, and students who have targeted learning plans.
- 5C–5: Articulate goals and working agreements with peers for collecting and exchanging student data that comply with laws and policies related to recording and sharing student information, data access and privacy, and individual and group reporting.

Element 5D: Assessment for Continuous Improvement

5D: Teachers, individually and collaboratively, evaluate and improve assessment methods to ensure equitable access, opportunities, resources, and outcomes for student learning and growth.

Element 5D Example Indicators

Teachers

- 5D–1: Apply a variety of methods, including using digital tools, to collect feedback, organize and analyze multiple data sources, and maintain ongoing and comprehensive records of group and individual progress over time.
- 5D–2: Use performance and perception data, along with student and professional expectations and standards, to guide, monitor, support, and improve curriculum, instruction, and student learning.
- 5D–3: Collaborate with colleagues to foster conditions in which assessment data are used to create a comprehensive and balanced assessment system at the classroom, school, and district levels.
- 5D–4: Work with peers to structure data analysis routines to reflect on and collaborate on ways to implement appropriate and effective use of assessments to achieve equitable outcomes.
- 5D–5: Work with school and district leaders and with families, guardians, and caregivers to gather information about patterns of student performance, especially performance of historically under-resourced students, to inform priorities for equitable academic and social–emotional resource allocations.

CSTP 6: Developing as a Professional Educator

Teachers develop as effective and caring professional educators by engaging in relevant and high-quality professional learning experiences that increase their teaching capacities, leadership development, and personal well-being. Doing so enables teachers to support each student to learn and thrive.

Element 6A: Reflection on Practice

6A: Teachers continuously examine and evaluate their own practice to intentionally use new understandings and perspectives as opportunities for professional growth and effectiveness.

Element 6A Example Indicators

Teachers

- 6A–1: Reflect on and analyze their teaching practice and their own social–emotional competencies and how these teacher capacities contribute to each student's learning and well-being.
- 6A–2: Develop and deepen the skills necessary to sustain ongoing reflection and self-awareness of strengths and areas for growth.
- 6A–3: Analyze their instructional successes and dilemmas to create next steps.
- 6A–4: Examine their personal attitudes and biases to understand how these influence equitable and culturally responsive and sustaining student learning and performance outcomes.
- 6A–5: Reflect on their personal code of ethics, which guides how they teach historically and persistently underserved students.

Element 6B: Focused Professional Learning

6B: Teachers amplify their expertise with ongoing professional learning experiences that address subject-matter content, instruction and assessment, social–emotional support, and equitable practices, that enable each student—including historically and persistently underserved students—to reach identified goals.

Element 6B Example Indicators

Teachers

- 6B–1: Use reflection and feedback to create professional goals, at each stage of their careers, that are challenging and relevant to continuous growth as an educator.
- 6B–2: Engage in professional learning, focused on current, evidence-based content and pedagogy, offered through the county, district, school or by outside agencies.
- 6B–3: Choose professional learning opportunities and experiences that incorporate relevant, active, and ongoing learning and that address the need to ensure that every student makes progress.
- 6B–4: Establish peer-to-peer learning that capitalizes on observation and feedback designed to bolster their own and other educators' improvement in key areas.
- 6B–5: Deepen their cultural responsiveness and anti-bias capabilities by appropriately using approaches and tools that build on students' backgrounds, interests, and experiences and that positively affect students' learning and well-being.

Element 6C: Collaboration with Colleagues

6C: Teachers collaborate with colleagues in developing a common understanding of effective practices for students' academic and social–emotional development. This common

understanding informs teaching and supports practices that meet students' diverse learning interests, strengths, and needs.

Element 6C Example Indicators

Teachers

- 6C–1: Commit to making their practices more transparent by working with colleagues to set clear purposes, goals, and working agreements that support sharing their practices and that result in a safe and supportive environment.
- 6C–2: Invite feedback from colleagues, mentors, and supervisors and, after considering that feedback, apply what they have learned to strengthen teaching effectiveness and student learning experiences.
- 6C–3: Accept personal responsibility for upholding professional standards and improving student learning outcomes, and support colleagues in being similarly accountable.
- 6C–4: Co-develop and sustain a community of practice that promotes professional growth and support around mutually agreed-upon student learning goals and outcomes.
- 6C–5: Interact with peers, administrators, learning specialists, counselors, paraeducators, and other staff members to develop their expertise in working with the diverse learning needs, interests, and strengths of all students.

Element 6D: Collaboration with Families, Guardians, and the Community

6D: Teachers collaborate with families, guardians, and community partners to develop and use a common language, strategies, and communication around in-school and out-of-school learning experiences and to align services and initiatives that affect each student's growth and well-being.

Element 6D Example Indicators

Teachers

- 6D–1: Engage in experiences where they respectfully listen to and learn from families, guardians, and community partners about the diverse assets and needs in the communities represented by their students.
- 6D–2: Work with families, guardians, and community partners to identify local academic and social–emotional support services, including trauma, health, and mental health resources, that can be directed toward improving the well-being of students.
- 6D–3: Participate, with families, guardians, local education agencies, and community partners, in efforts to coordinate in-school and out-of-school care, learning, and enrichment opportunities.
- 6D–4: Support school relationships with universities and businesses to create extended learning opportunities and to get updated information about what students need to know and be able to do, upon graduation, for college and career success.

- 6D–5: Participate in the development of formal learning plans, student study teams, Individual Education Programs (IEPs), and support plans that provide insights from each teacher's area of instructional expertise to help ensure that specialized instructional supports for students are authentic and meaningful.

Element 6E: Ethical Conduct and Professional Responsibilities

6E: Teachers demonstrate honesty, trustworthiness, and integrity in their professional behavior and decision-making as they conduct their responsibilities with a focus on each student's learning and well-being.

Element 6E Example Indicators

Teachers

- 6E–1: Perform non-instructional (or adjunct) duties in accordance with school and district guidelines, policies, contracts, and other applicable expectations.
- 6E–2: Interact respectfully and supportively with students, colleagues, families, guardians, and community members inside and outside the classroom.
- 6E–3: Understand and comply with relevant laws and policies related to students' rights and responsibilities; reporting mandates for students' learning, behavior, health, and safety; and confidentiality protections for students, staff, and families.
- 6E–4: Implement legal imperatives that address each student's learning requirements by making accommodations and modifications, especially for students with disabilities and those with targeted goals.
- 6E–5: Follow guidelines for the legal, social, and ethical use of technology with students and all members of the school community.

Element 6F: Activating Access and Equity

6F: Teachers strive to eradicate barriers to student access, engagement, opportunities and positive outcomes by acting with integrity and fairness so that every student has the quality experiences necessary to learn and thrive.

Element 6F Example Indicators

Teachers

- 6F–1: Acknowledge their own explicit and implicit biases and learn practices to eliminate biases that disadvantage students on the basis of their identities and lived experiences or those of their families.
- 6F–2: Identify and address systemic biases that derive from economic, social–emotional, racial, religious, linguistic, cultural, physical, cognitive, gender-based, or other sources of educational disadvantage or discrimination.

- 6F–3: Promote equitable outcomes for students, based on relevant and accurate evidence and available research.
- 6F–4: Develop a climate of trust, engagement, mutual respect, and honest communication, within the classroom, school, district, and community, to consistently make fair and equitable decisions on behalf of each student.
- 6F–5: Advocate for equity and access in providing for students' educational, linguistic, cultural, social-emotional, legal, physical, and economic needs so that every student can reach educational expectations and goals.

Element 6G: Personal Growth and Well-Being

6G: Teachers cultivate and sustain personal motivation, commitment, energy, and health by balancing continuous professional growth with their own physical and emotional wellness.

Element 6G Example Indicators

Teachers

- 6G–1: Engage in practices of self-care in order to mitigate stress, maximize well-being, and meet the demands of their personal life and the teaching profession.
- 6G–2: Actively pursue professional learning and growth opportunities to improve their quality of practice or to build expertise and experiences to take on leadership roles.
- 6G–3: Cultivate positive and productive relationships with other school staff members to create a climate of safety, trust, and respect that supports efficacy and resilience.
- 6G–4: Add to and benefit from the broader knowledge base of the professional community.

ASJTA Appendix J
CSTP Overall Selection Form

Employee Name: _____

Select one CSTP from CSTP's 1-5 to focus on for your observations and evaluation. A second CSTP will be selected by the supervisor/evaluator, with input being provided by the unit member.

☐ **CSTP 1: Engaging and Supporting All Students in Learning** **1A:** Focus on Students **1B:** Knowledge of Students **1C:** Student Backgrounds and Family Engagement **1D:** Diversity and Equity
☐ **CSTP 2: Creating and Maintaining Effective Environments for Student Learning** **2A:** Learning Environment **2B:** Student Behavior **2C:** Organizational and Resource Management **2D:** Inclusive Environment
☐ **CSTP 3: Understanding and Organizing Subject Matter for Student Learning** **3A:** Knowledge of Subject Matter and Pedagogy **3B:** Connecting Subject Matter to Real-World Contexts **3C:** Curriculum and Resources for Specific Students and Student Groups **3D:** Context and Skills Across Subjects **3E:** Curriculum Materials and Resources
☐ **CSTP 4: Planning Instruction and Designing Learning Experiences for All Students** **4A:** Planning Instruction for Student Learning **4B:** Designing and Developing Instruction for Student Learning **4C:** Facilitating Instruction for Student Learning

4D: Adapting Instruction for Student Learning
☐ **CSTP 5: Assessing Students for Learning** **5A:** Understanding and Using Assessments **5B:** Interpreting and Using Assessment Data to Inform Student Learning **5C:** Communication of Assessment and Data **5D:** Assessment for Continuous Improvement

Employee Signature:	**Date:**	**Administrator Signature:**	**Date:**

Appendix K
Aromas-San Juan Unified School District
Teacher Evaluation
Pre-Observation Conversation Guide

Meeting Date:_____ **Teacher to be Observed:** _____

Selected CSTP:_____ **and** _____

Date for Lesson Observation: _____

TK-8th Grade Teachers: Submit lesson plan prior to meeting or bring to this meeting
High School Teachers: Bring this guide completed to your meeting

Pre-Observation Meeting Procedures:
Please answer and discuss the following questions collaboratively about the lesson you will be teaching.

Questions	Notes
What content standard(s) will I focus on for this observation and what language objective will I look for in this observation? *Share the profile of the students in your classroom or period I will observe, including background, learning needs and any specific challenges they may face?* *Share the components of your lesson plan (lesson objectives, agenda, outcomes, CFU's) What content are you planning to teach prior to the observation and what will come after?* *What activities/strategies or routines will I observe?* *How will you know if this lesson was successful?* *What strategies will you use for*	

this observation? *How will routines and planning support your objective?*	

Employee Signature: _____ Date: _____

Administrator Signature: _____ Date: _____

APPENDIX L

ASJUSD Elementary and Middle School Lesson Plan Template for Formal Observation

Teacher: _____ **Subject**: _____ **Grade**: _____

Common Core/Learning Standard(s) Addressed:
Learning Objective(s): (What will the students know and be able to do as a result of this lesson?)
Language Objective*:
Relevance: (Why are the outcomes of this lesson important in the real world? Why are these outcomes essential for future learning?)
Formal Assessment Criteria for Success: (How will you and your students know if they have successfully met the outcomes? What specific criteria will be met in a successful product/process? What does success on this lesson's outcomes look like?)
Resources/Materials: (What texts, digital resources, and materials will be used in this lesson?)
Access for All: (How will you ensure that all students have access to and are able to engage appropriately in this lesson? Consider all aspects of student diversity.)

Modifications/Accommodations: (What curriculum modifications and/or classroom accommodations will you make for students with disabilities/SPED needs in your class? Be as specific as possible.)

*What is a language objective?

Language objectives are lesson objectives that specifically outline the type of language that students will need to learn and use in order to accomplish the goals of the lesson. Quality language objectives complement the content knowledge and skills identified in content area standards and address the aspects of academic language that will be developed or reinforced during the teaching of grade-level content concepts (Echevarria & Short, 2010).
These objectives involve the four language skills (speaking, listening, reading, and writing), but they can also include:

- the language functions related to the topic of the lesson (e.g., justify, hypothesize)
- vocabulary essential to a student being able to fully participate in the lesson (e.g., axis, locate, graph)
- language learning strategies to aid in comprehension (e.g, questioning, making predictions).

Lesson Elements

Teacher Actions	Student Actions/Engagement
Introduction (Brief explanation of objectives and expectations)	
Model/Demonstration (Explicit explanations, think-alouds, visual or worked models, small steps working towards mastery)	
Guided Practice (Checks for understanding/misconceptions, strategies for engagement, and feedback for extending, confirming, and/or correcting student responses)	
Monitor (Checks for understanding/formative assessment)	
Adjust Instruction/Reteaching (Support for student who are not mastering the concept or skill and/or ELLs)	
Independent Practice/Extension/Connections/Tutoring (Practice, extensions, or applications of the skills/concepts learned; tutoring for students requiring additional support)	
Closure (Explicitly connect ideas, concepts, and skills together, and clearly connect to lesson objective(s))	

Reflection

How did this lesson support 21st century skills?
How did this lesson reflect academic rigor?
How did this lesson cognitively engage students?
How did this lesson engage students in collaborative learning and enhance the development of the relationship between the students? The student and teacher?

Appendix M: CSTP 1: Administrator Observation Form

Employee Name:	Administrator Name:	Observation Date:	Time In: Time Out:

CSTP Standard 1: Engaging and Supporting All Students in Learning	*Teachers apply knowledge about each student to activate an approach to learning that strengthens and reinforces each student's participation, engagement, connection, and sense of belonging.*

STANDARD ELEMENTS	OBSERVATION NOTES
1A: Focus on Students: Teachers plan and implement a student-centered learning perspective that frames diversity as an educational asset and supports each student in relevant and challenging experiences that explore students' identities and extend their learning.	
1B: Knowledge of Students: Teachers elicit and solicit knowledge of each student's assets and needs, including cognitive, cultural and linguistic, social–emotional, and physical and developmental capacities, in the service of increasing active engagement in learning.	
1C: Student Backgrounds and Family Engagement: Teachers meaningfully engage and form partnerships with families, guardians, and caregivers in addressing each student's learning needs, health, and well-being and are responsive to the range of economic, social, cultural, linguistic, and community factors that affect student development and learning.	
1D: Diversity and Equity: Teachers are responsive to students' diverse experiences, cultures, languages, identities, interests, strengths, and needs and apply evidence-based principles that intentionally cultivate equitable access, opportunities, and positive outcomes for each student.	

REV: 11/1/2024

Commendations:

Recommendations:

Questions:

REV: 11/1/2024

CSTP 2: Administrator Observation Form

Employee Name:	Administrator Name:	Observation Date:	Time In: Time Out:

CSTP Standard 2: Creating & Maintaining Effective Environments for Student Learning	***Teachers create and uphold a safe, caring, and intellectually stimulating learning environment that affirms student agency, voice, identity, and development and promotes equity and inclusivity.***

STANDARD ELEMENTS	OBSERVATION NOTES
2A: Learning Environment: Teachers guide learning through mutually respectful, supportive, and challenging experiences that result in each student's academic and social–emotional growth.	
2B: Student Behavior: Teachers communicate, model, practice, and sustain high standards of individual and group behavior that reflect, affirm, and respect diversity, and facilitate productive interactions to maximize opportunities for each student to learn and thrive.	
2C: Organizational and Resource Management: Teachers organize and manage learning structures, processes, resources, and supports in order to provide a safe and productive learning environment in which each student can grow and thrive.	
2D: Inclusive Environment: Teachers build on students' assets—students' abilities and talents, prior learning and peer and social group interactions, languages and cultures, and family and community experiences— to ensure that students' identities are included in classroom interactions and future learning experiences.	

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Commendations:

Recommendations:

Questions:

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CSTP 3: Administrator Observation Form

Employee Name:	Administrator Name:	Observation Date:	Time In: Time Out:

CSTP Standard 3: Understanding & Organizing Subject Matter for Student Learning	***Teachers integrate content, processes, materials, and resources into coherent, culturally relevant, and equitable curricula that engages and challenges students to develop the academic and social–emotional knowledge and skills required to become competent and resourceful learners.***

STANDARD ELEMENTS	OBSERVATION NOTES
3A: Knowledge of Subject Matter and Pedagogy: Teachers identify, organize, and teach key concepts, underlying themes, and relationships that address pre-K–12 state content standards and local subject- and grade-level expectations, and also promote students' social–emotional and language development.	
3B: Connecting Subject Matter to Real-World Contexts: Teachers engage students in real-world applications and leverage students' unique backgrounds, perspectives, and cultural identities to make learning authentic, relevant, and meaningful.	
3C: Curriculum & Resources for Specific Students & Student Groups: Teachers design and implement content and resources that enable equitable access for every learner, including those with more complex needs, to essential academic and social– emotional concepts, to promote each learner's growth.	
3D: Content & Skills across Subjects: Teachers elevate learning experiences enabling students to apply knowledge and skills across content areas to identify issues, explore proposed solutions, and	

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examine relevant, complex subject matter.	
3E: Curriculum Materials & Resources: Teachers select, use, and adapt standards-aligned instructional materials, evidence-based resources, and varied technologies to increase content and social–emotional learning options that are accessible, equitable, and culturally responsive and sustaining for each student.	

Commendations:

Recommendations:

Questions:

CSTP 4: Administrator Observation Form

Employee Name:	Administrator Name:	Observation Date:	Time In: Time Out:

CSTP Standard 4: Planning Instruction & Designing Learning Experiences for All Students	***Teachers set a purposeful direction for instruction and learning activities, intentionally planning and enacting challenging and relevant learning experiences that foster each student's academic and social–emotional development.***

STANDARD ELEMENTS	OBSERVATION NOTES
4A:Planning Instruction for Student Learning: Teachers shape instructional plans that are informed by student goals, curriculum, evidence-based teaching strategies, materials, and resources attuned to the broad range of students' identities, prior knowledge, areas for growth, and interests.	
4B: Designing & Developing Instruction for Student Learning: Teachers use varied instructional practices to craft effective learning experiences focused on the students they serve and the curriculum they teach.	
4C: Facilitating Instruction for Student Learning: Teachers advance student learning by employing varied instructional strategies and supports that help build students' knowledge and skills and that facilitate student engagement, well-being, and efficacy.	
4D: Adapting Instruction for Student Learning: Teachers vary their instructional practices to differentiate the kinds of student learning activities and levels of support needed to address the breadth of students' identified assets and needs.	

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Commendations:

Recommendations:

Questions:

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CSTP 5: Administrator Observation Form

Employee Name:	Administrator Name:	Observation Date:	Time In: Time Out:

CSTP Standard 5: Assessing Students for Learning	***Teachers employ equitable assessment practices to help identify students' interests and abilities, to reveal what they know and can do, and to determine what students need to learn. Teachers use varied assessment information to advance and monitor student progress as well as to guide their own and students' actions to improve learning experiences and outcomes.***

STANDARD ELEMENTS	OBSERVATION NOTES
5A: Understanding & Using Assessments: Teachers understand different assessment types and purposes and use multiple methods of assessing students to intentionally collect, analyze, and interpret information directed toward supporting each student's achievement and well-being.	
5B: Interpreting & Using Assessment Data to Inform Student Learning: Teachers apply varied data sources to access meaningful information for planning and differentiating student learning experiences, determining developmentally appropriate instructional practices, and improving processes that equitably guide the growth of each student's academic and social–emotional learning.	
5C: Communication of Assessment Data: Teachers engage with students, families, and guardians, along with other teachers and specialists, to share student strengths and areas of improvement gathered from assessments and reach common understanding about how to apply the information to support improvement goals and student progress.	

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5D: Assessment for Continuous Improvement: Teachers, individually and collaboratively, evaluate and improve assessment methods to ensure equitable access, opportunities, resources, and outcomes for student learning and growth.	

Commendations:

Recommendations:

Questions:

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ASJTA Appendix N

Aromas-San Juan Unified School District Teacher Evaluation

Post-Observation Conversation Guide

Meeting Date:_____Teacher to be Observed: _____

Post-Observation Meeting Procedures:

Please answer and discuss the following questions collaboratively about how the lesson went.

Questions
1. *What worked well for you?* 2. *To teach this lesson again, what would you do differently?* 3. *Were there any challenges in implementing this lesson?* 4. *Did you achieve your objective? How did you measure this?* 5. *What was the focus of your next class based on the lesson I observed?* 6. *What support that I can give you to improve your practice?* 7. *Review the status of your self-reflection for CSTP 6.*

Conversation Summary Notes:

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Employee Signature: _____ Date: _____

Administrator Signature: _____ Date: _____

ASJTA Appendix O
Aromas-San Juan Unified School District
Teacher Final Evaluation Form

Teacher:	Evaluating Administrator:	Date:
Site/Department:	Grade Level/Subject:	Temporary: Probationary: 0 ☐ I ☐ II Permanent: ☐

SECTION 1: EVALUATION OF PERFORMANCE INCLUDING ALL STANDARDS

	CSTP 1: Engaging and Supporting All Students in Learning: Teachers apply knowledge about each student to activate an approach to learning that strengthens and reinforces each student's participation, engagement, connection, and sense of belonging.
	• Focus on Students • Knowledge of Students • Student Backgrounds and Family Engagement • Diversity and Equity
	Distinguished ☐ Standard Exceeded ☐ Standard Met ☐ Needs Improvement ☐ Unsatisfactory ☐

Comments CSTP 1:

	CSTP 2: Creating and Maintaining Effective Environments for Student Learning: Teachers create and uphold a safe, caring, and intellectually stimulating learning environment that affirms student agency, voice, identity, and development and promotes equity and inclusivity.
	• Learning Environment • Student Behavior • Organizational and Resource Management • Inclusive Environment
	Distinguished ☐ Standard Exceeded ☐ Standard Met ☐ Needs Improvement ☐ Unsatisfactory ☐

Comments CSTP 2:

	CSTP 3: Understanding and Organizing Subject Matter for Student Learning: Teachers integrate content, processes, materials, and resources into coherent, culturally relevant, and equitable curricula that engages and challenges students to develop the academic and social–emotional knowledge and skills required to become competent and resourceful learners.

- Knowledge of Subject Matter and Pedagogy
- Connecting Subject Matter to Real-World Contexts
- Curriculum and Resources for Specific Students and Student Groups
- Content and Skills Across Subjects
- Curriculum Materials and Resources

Distinguished ☐ Standard Exceeded ☐ Standard Met ☐ Needs Improvement ☐ Unsatisfactory ☐

Comments CSTP 3:

	CSTP 4: Planning Instruction and Designing Learning Experiences for All Students: Teachers set a purposeful direction for instruction and learning activities, intentionally planning and enacting challenging and relevant learning experiences that foster each student's academic and social–emotional development.

- Planning Instruction for Student Learning
- Designing and Developing Instruction for Student Learning
- Facilitating Instruction for Student Learning
- Adapting Instruction for Student Learning

Distinguished ☐ Standard Exceeded ☐ Standard Met ☐ Needs Improvement ☐ Unsatisfactory ☐

Comments CSTP 4:

CSTP 5: Assessing Students for Learning: Teachers employ equitable assessment practices to help identify students' interests and abilities, to reveal what they know and can do, and to determine what students need to learn. Teachers use varied assessment information to advance and monitor student progress as well as to guide their own and students' actions to improve learning experiences and outcome.

- Understanding and Using Assessments
- Interpreting and Using Assessment Data to Inform Student Learning
- Communication of Assessment and Data
- Assessment for Continuous Improvement

Distinguished ☐ Standard Exceeded ☐ Standard Met ☐ Needs Improvement ☐ Unsatisfactory ☐

Comments CSTP 5:

Overall Evaluation Summary (Not to include rating for CSTP6):

☐ **Exceeds Standards**

☐ **Standards Met/Satisfactory**

☐ **Does Not Meet Standards/Teacher Improvement Plan**
(for any ratings of Unsatisfactory and/or Needs Improvement)

CSTP 6: Developing as a Professional Educator: Teachers develop as effective and caring professional educators by engaging in relevant and high-quality professional learning experiences that increase their teaching capacities, leadership development, and personal well-being. Doing so enables teachers to support each student to learn and thrive.

- Reflection on Practice
- Focused Professional Learning
- Collaboration with Colleagues
- Collaboration with Families, Guardians and the Community
- Ethical Conduct and Professional Responsibilities
- Activating Access and Equity
- Personal Growth and Well-Being

Met ☐ Not Met ☐

SECTION 2: ***Overall Comments to Teacher:***

Commendations:

Recommendations:

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement. A written response can be submitted within 10 days to be placed in your personnel file.

Employee's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

ASJTA APPENDIX P

PROFESSIONAL PARTNERS

AN ALTERNATIVE TO TRADITIONAL TEACHER EVALUATION

PROGRAM GOALS

The Strategic Plan of the District states that we are a community of learners in which everyone participates both as teachers and as learners and that we establish goals and accountability standards for students, staff, and programs, using a variety of means to assess success in meeting those goals and standards. As a District, we are committed to the ongoing improvement of our programs, and to the continued growth and development of our staff. For this reason, we have made extraordinary investments in staff development, and we have been particularly attentive to the teacher evaluation process.

The traditional Stull evaluation process, while often quite valuable, is a hierarchical model that is driven by administration. The Professional Partners Program is an attempt to develop an alternative to traditional evaluation that is self and peer driven. It is an attempt to develop reflective professional practices that lead to improved performance in the classroom and to the establishment of a true community of learners among staff members.

PROGRAM SUMMARY

The Professional Partners Program has three basic phases:

1. The establishment of annual goals.
2. A minimum of three peer observations including pre- and post-observation conferences.
3. A final conference and self-evaluation.

A peer and the Principal participate in the process.

ELIGIBILITY

In order to be eligible to participate in the Professional Partners Program as an alternative to the regular evaluation process, a teacher must:

1. Be a permanent employee of District
2. Have received satisfactory annual evaluations, as determined by the Principal, for the three preceding evaluation cycles.
3. Agree to participate in the Professional Partners Program and to meet all of the program requirements.
4. Agree to participate in two days of training to be scheduled prior to the commencement of the regular work year.

APPENDIX E - PROFESSIONAL PARTNERS CONTINUED

Please note the following in relation to eligibility:

_____ ***September 28**: Schedule a minimum of three peer observations including pre-observation and post-observation conferences.*
_____*Complete peer observation number one.*
_____*Complete peer observation number two.*
_____*Complete peer observation number three.*
_____*Short written summary produced for each peer observation.*
_____*Principal included in at least one peer observation cycle.*
_____ ***Prior to April 15**: All three observations completed.*

FINAL SELF-EVALUATION

No later than four weeks prior to the end of the school year, the teacher will write a self- evaluation, including reflections on success in meeting program goals and learning that took place through the peer observation process. This draft self-evaluation is submitted to the partner and the Principal. A conference is held between the teacher, partner, and Principal to discuss the draft. A final draft is completed by the teacher, signed by the Principal and partner, and placed in the teacher's permanent personnel file.

_____ ***April 30**: Complete written self-evaluation and submit to Principal and partner. **May***
_____ ***5**: Conference with Principal and partner to discuss self-evaluation draft. **May 8**:*
_____ *Complete final self-evaluation, obtain Principal and partner signatures, and submit to personnel file.*

OTHER NOTES

The Professional Partnership Program should be viewed as a pilot program. It will be reviewed and revised as we gain experience with the program. Until agreed otherwise, teachers who participate in the Professional Partners Program will participate in the regular evaluation process every fourth year.