COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

AND THE

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSOCIATION/CTA/NEA

2024-2026

(Revised June 2026)

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ARTICLE 1

PREAMBLE AND RECOGNITION

1.1 Preamble

1.1.1 This Collective Bargaining Agreement ("Agreement") is entered into by and between the **SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT** (herein the "District" or "Employer") and the **SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSOCIATION/CTA/NEA** (herein the "Association")recognized as the Exclusive Representative pursuant to Chapter 10.7, §3540 through §3549 of Division 4 of Title One of the Government Code (the "Act") (See Appendix B).

1.1.2 This Agreement shall supersede any District rule, policy, regulation , and/or any practice which is contrary to or inconsistent with the terms of this Agreement except MOUs.

1.2 Recognition

1.2.1 The District recognizes the Association as the exclusive bargaining agent for the following certificated employees of the District:

Administrative Intern - Part-Time
Athletic Directors
Activities Directors
Coordinators
Counselors
District/SELPA Liaison
Librarians
Nurses
Psychologists
Speech Language Therapists
Teachers – Full-Time
Teachers – Part-Time
Teachers on Special Assignment
Teachers – Temporary

and excluding all other positions not designated, including, but not limited to:

Administrative Interns – Full-Time
Adult Education Teachers
Assistant Principals
Assistant Superintendents
Deans
Directors
Hourly - Contracted
Independent Study Teachers
School Principals

Student Teachers
Substitute Teachers working less than 75% of the school year
Summer School Teachers
Superintendent

1.2.2 The Association and the District agree that the unit is appropriate.

1.3 The text of California statutes referenced in this Agreement, including the Education Code, Government Code, and Labor Code, may be accessed online at http://leginfo.legislature.ca.gov/

ARTICLE 2

COMPENSATION

2.1 Wages

2.1.1 Salary Schedule: The Certificated Salary Schedules are attached to this Agreement as Appendix A. For the 2025-26 school year, the Certificated Salary Schedule shall be increased by four point zero percent (4.00%) retroactive to July 1, 2025, and shall be paid to active bargaining unit members employed as of date of ratification of this agreement by the Board of Trustees. Unit members must be in active status on the date of Board approval in order to be eligible for this payment.

2.2 Longevity

2.2.1 Unit members will earn longevity steps at sixteen (16), nineteen (19) and twenty-two (22) or more years (accredited time, based on placement on the District salary schedule).

2.3 Advanced Degree

2.3.1 One thousand five hundred dollars($1,500.00) will be added to Column V of the salary schedule for an earned doctorate from an accredited college or university.

2.4 Step Advancement/Placement

2.4.1 A unit member will advance on the salary schedule upon the completion of seventy-five percent (75%) service during the school year in the District. A unit member must work two (2) consecutive semesters in order to advance on the salary schedule.

2.4.2 For employees newly hired to the District, experience outside the District shall be granted on a year-for-year basis up to ten (10) years of experience. A year of experience shall represent no less than seventy-five percent (75%) of the days of required service for one given year. Experience shall be within the last fifteen (15) years.

2.4.3 Psychologists and Speech Language Pathologists shall be placed on Column V, and have a minimum placement of Step 9 and a maximum of Step 19, depending on experience, plus ten (10) percent of salary schedule placement.

2.4.4 Board Certified Behavior Analysts (BCBA) shall be placed on Column V, and have a minimum placement of Step 6 and a maximum of Step 15, depending on experience, plus ten (10) percent of salary schedule placement.

2.4.5 School Nurses shall be placed on Column V, and have a minimum placement of Step 8 and a maximum placement of Step 18, depending on experience.

2.4.6 Athletic Directors shall have a minimum placement on Column IV, and have a minimum placement of Step 9 and a maximum placement of Step 19, depending on experience, plus nine (9) percent of the salary schedule placement.

2.5 <u>Extra Pay Assignments</u>

2.5.1 During the term of this Agreement, the extra-pay positions listed in paragraphs 2.5.2 through 2.5.4, below shall be based upon a percentage of step 1, column I, on the Salary Schedule.

2.5.2 Department Chair and Delta Curriculum Council Liaison stipends shall be established at the following:

Department Chair:

6.0 FTE's and below 9.0%

6.01 FTE's to 10.0 FTE's 9.5%

Above 10.0 FTE's 10.0%

Delta Curriculum Council Liaison 2.0%

Department Chairs may share the duties and stipends for the position, Delta CCLs may not.

2.5.3 Activity stipends shall be established at the following:

Activity Director	7.5%
Ag Judging Team Advisors	7.5%
AVID Grade 9 (limit of one stipend per teacher per grade level)	5.5%
AVID Grade 10 (limit of one stipend per teacher per grade level)	5.5%
AVID Grade 11 (limit of one stipend per teacher per grade level)	5.5%
AVID Grade 12 (limit of one stipend per teacher per grade level)	5.5%
Class Advisor-Grade 9	2.0%
Class Advisor-Grade 10	2.0%
Class Advisor-Grade 11	5.0%
Class Advisor-Grade 12	7.0%
Dance Team Advisors	5.5%
Drama Coach	7.0%
FBLA/DECA Advisors	7.0%
FCCLA Advisors	7.0%

FOL (Focus Group Leaders)	6.5%
FOL Head	8.0%
HOSA Advisors	7.0%
Intramural (2 per Comp site/1 DHS)	5.8%
Journalism	7.0%
Marimba/Ballet Folklorico	7.0%
MESA Advisor	6.0%
Music (Instrumental)	7.0%
Music Assistant (Instrumental) (2 per Comp site)	5.5%
Music (Vocal)	6.5%
Robotics	7.0%
SKILLS USA Advisors	7.0%
Song & Cheer	7.0%
Speech/Debate, or Mock Trial	6.0%
Teacher Induction Program	11.1%
TSA Advisors	7.0%
Yearbook	7.0%
Winter Guard Advisors	5.5%

2.5.4 Coaching stipends shall be established at the following:

Assistant Varsity, Head JV, and Head Frosh will be seventy-five percent (75%) of the stipend. Assistant JV and Assistant Frosh will be fifty percent (50%) of the stipend. There will be an extra five hundred dollar ($500.00) stipend for on-site coaches who coach two (2) or more sports per school year.

Assistant Athletic Director	7.0% per season
Baseball	8.5%
Head Varsity	
Assistant Varsity	
Head JV	
Head Frosh	
Basketball	9.0%
Head Varsity	
Head JV	
Head Frosh	
Cross Country	7.0%
Head Varsity	
Assistant Varsity	
Football	9.5%
Head Varsity	
Assistant Varsity (3)	
Head JV	
Assistant JV	
Head Frosh	
Assistant Frosh	
Flag Football	
Head Varsity	7.5%
Assistant Varsity	

Golf	7.0%
Head Varsity	
Soccer	7.5%
Head Varsity	
Head JV	
Head Frosh	
Softball	8.5%
Head Varsity	
Assistant Varsity	
Head JV	
Head Frosh	
Swimming	7.0%
Head Varsity	
Head JV	
Tennis	7.0%
Head Varsity	
Head JV	
Track	8.0%
Head Varsity	
Head JV	
Volleyball	7.5%
Head Varsity	
Head JV	
Head Frosh	
Water Polo	7.5%
Head Varsity	
Head JV	
Wrestling	8.5%
Head Varsity	
Assistant Varsity	
Head JV	

2.5.5 The school sites may desire to hire hourly certificated teachers as tutors after school. The District recognizes the need to start as early as possible after school to attract students to the program and avoid delay until 4:00 p.m. Therefore faculty members may tutor for the hourly pay rate after the last regularly scheduled class of the day.

2.5.6 Extra-pay positions except for summer school shall be compensated at $30.00/hr.

2.5.7 Concurrent Enrollment

2.5.7.1 Bargaining unit members assigned to teach a concurrent enrollment course offered through a post-secondary institution during their traditional work day

shall be eligible for up to thirty (30) hours of extra pay at $30.00/hr. for each course title, per semester.

2.5.8 Preference for summer school positions and all other extra pay assignments including, but not limited to, positions listed in section 2.5, inclusive, shall be given to unit members.

2.6 Preparation Period Teaching Assignment

2.6.1 A teacher who is requested and agrees to teach a regular class offering during a scheduled preparation period shall be compensated at twenty percent (20%) of his or her regular daily rate of pay for each semester of the assignment.

2.7 Employee Benefits Program

2.7.1 The District shall make contributions for qualified medical, dental, vision, life, and long-term disability insurance programs and coverages. Each unit member's contribution obligation for the medical insurance is determined by the level of coverage (single, two party, family) that is selected and FTE. Employees must enroll in the medical plan to qualify for dental and vision.

2.7.1.1 Beginning with the plan year January 1, 2023 for the tenthly District contribution to medical insurance on behalf of each full-time employee is as follows:

- Single (employee only) – seven hundred ninety-nine dollars and twelve cents ($799.12);
- Two-party (employee and one [1] dependent) - one thousand six hundred twenty-two dollars and twenty three cents ($1,622.23);
- Family (employee and two [2] or more dependents) - two thousand one hundred eleven dollars and thirty cents ($2,111.30).

2.7.1.2 Each employee is responsible for the difference between the District contribution and the monthly cost of the selected health benefit plans.

2.7.1.3 If the District achieves a savings in the per-member contributions as a result of an employee electing an insurance plan coverage that costs less than the District's contribution for coverage in which the employee is enrolled, the savings shall be reallocated to the employee on their monthly paycheck.

2.7.2 The following special provisions are related to the employee insurance benefits program.

2.7.2.1 Permanent probationary and temporary employees .40 FTE to 1.0 FTE, shall have the option to participate in the employee benefits program and shall have District health and welfare plan contributions pro-rated in accordance with the following schedule:

.80 and above 100% of District contribution

.60 to .79 75% of District contribution

.50 to .59 50% of District contribution

.40 to .49 0% of District contribution

0 to .39% Not able to participate

2.7.3 If a unit member and spouse/domestic partner are employed .80 FTE or greater prior to January 1, 2008 and are covered by this Agreement, the unit members' contribution obligation is waived if they enroll as subscriber and dependent on a two (2)-party or family plan prior to January 1, 2008. If the unit member and spouse/domestic partner elect to have separate health and welfare plans, each unit member shall be responsible for the contribution obligation of the plan the unit member selects at the same rate as any other unit member. Once each unit member becomes a subscriber, the unit member must remain a subscriber as long as the unit member remains an employee of the District and the unit member's contribution obligation is no longer waived. If one unit member is full-time (at least .80 FTE) and the spouse/domestic partner is part-time, the following calculation applies:

Spouse/Domestic Partner FTE Unit	District Contribution of Member's Contribution
.60 FTE	87.5%
.40 FTE	75.0%

2.7.4 The District agrees to establish a Benefits Committee which shall include three (3) members appointed by the Faculty Association Executive Board and two (2) members appointed by the District.

2.7.4.1 The Committee shall meet on or before May 1st of each year to establish a meeting schedule, which shall include at least two (2) meetings, for that year and shall make recommendations to the Faculty Association. The Committee shall publish their recommendation by July 20.

2.7.4.2 The Faculty Association may make a recommendation regarding the designation of their health benefits provider to the District by the last business day in July.

2.8 Employee Retirement Benefits

2.8.1 Unit members must be vested in the District for ten (10) years in order to receive a District contribution toward retiree benefits offered by the District.

2.8.2 Effective March 1, 1990, retiring unit members have the option of continuing to receive fully paid District health and welfare benefits for single-party coverage, or; participate in the health and welfare benefit plan as if they were active employees. Retirees choosing the latter shall be responsible for current co-payments of premiums.

2.8.3 The District will pay one hundred percent (100%) of retiree only coverage for medical, dental and vision insurance until the retiree is eligible for Medicare or attains age sixty-five (65).

2.8.4 In accordance with Ed Code 7000, the District will continue health, dental and vision insurance benefits until the retiree is eligible for Medicare or attains age sixty-five (65) at the retiree's expense.

2.8.5 Retirees/spouses wishing to continue coverage after age sixty-five (65), may enroll in medical, dental and vision insurance at their own expense with open enrollment restrictions.

2.9 Mileage

2.9.1 Unit members who use their own transportation in the performance of their duties, and unit members who are assigned to more than one (1) school per day, shall be reimbursed for all

such travel at the current Internal Revenue Service allowable rate per mile. Unit members who use their personal transportation for approved field trips or other approved District business shall receive the benefits provided in this section.

2.10 Personal Property Damage Reimbursement

2.10.1 The District will consider requests for reimbursement for damages or loss to personal property used in the course of employment. Such use must have prior written District approval and must not involve culpability on the part of the unit member. The District and the Faculty Association agree to review methods to protect unit members' personal property.

2.11 Student Teacher Payment

2.11.1 A unit member who accepts the responsibility for a student teacher shall be paid the student teacher fee offered by the sponsoring educational institution.

ARTICLE 3

JOINT COUNCILS

3.1 Faculty, Management Council (FMC)

3.1.1 The purpose of FMC is to facilitate communication within the District and to problem-solve on an informal and expeditious basis. The FMC will consist of the President of the Association along with one (1) teacher from each of the comprehensive sites (appointed by the Association Executive Board) the Superintendent, and two (2) other management employees (appointed by the Superintendent).

3.1.2 FMC will meet once per month with logistics to be determined by the Superintendent and the President. All agenda items will be submitted to the other party at least three (3) days in advance of the scheduled meeting date. No item relating to a specific school site may be placed on the agenda unless the issue has been addressed by the School Site Principal.

3.2 Budget Committee

3.2.1 The District and the Association agree to establish a Budget Committee which shall include two (2) teachers appointed by the Association Executive Board and two (2) administrators.

3.2.2 The Committee will serve in an advisory capacity to assist in preparation of the proposed budget for the June Board meeting. The Committee will meet at least monthly, as needed, decided by the committee, to receive information and make recommendations to the District on budget priorities.

3.3 Local Control Accountability Plan

3.3.1 Bargaining unit members, on all District LCAP committees, shall be appointed by the Association Executive Board.

3.3.1.2 There will be at least four (4) bargaining unit members on the District LCAP Steering Committee. Each bargaining unit member at this committee meeting(s) will have the opportunity to provide input on all LCAP Goals.

3.3.2 Following the initial meeting of the LCAP Steering Committee to begin the Annual Update Template process, the District will meet with up to five (5) members appointed by the

Association Executive Board to receive input on behalf of their constituency. The meeting shall be held within three (3) weeks of the initial Steering Committee meeting.

ARTICLE 4

HOURS

4.1 Workday

4.1.1 Except as modified elsewhere in this Agreement, the normal work day for full-time unit members covered by this Agreement shall be seven hours and fifteen minutes (7:15), exclusive of a thirty (30) minute duty-free lunch, beginning fifteen (15) minutes before the first student period and ending five (5) minutes after the last student period based on the comprehensive student bell schedule for a regular day (Appendix E). The regular teaching assignment shall be five (5) teaching periods and two (2) preparation periods. A teaching assignment outside of the regular bell schedule must be negotiated between the parties.

4.1.2 The Independent Study Coordinator's hours may extend no later than 9:00 p.m.

4.1.3 All other unit members will not be required to work past 6:00 p.m. on a daily basis. If there is a need for unit members to serve on a daily basis past 6:00 p.m., it is agreed to re-open and discuss this Article.

4.1.4 Field trips are not subject to limitations set forth in section 4.1.1, inclusive, of this Article.

4.1.5 It is understood and agreed that contractual hours of employment at Delta and Mark Richardson Center (MRC) may be different from the hours of other unit members. The differences in terms and conditions of employment between unit members assigned to Delta and MRC, and unit members assigned to other schools in the District shall not be grounds for grievances because they are different. The District agrees to make no changes in adopted District Policies concerning hours of employment at Delta and MRC without negotiations with the Faculty Association. The MRC Schedule will align with the bell schedules of the comprehensive sites with the exception that each period will be 100 minutes in length.

4.1.5.1 The language in article 4.6.1 does not apply to Delta High School or the MRC. Those bell schedules are included in Appendix E.

4.1.5.2 Employment at or transfer to the District's MRC is voluntary; no unit member may be involuntarily transferred to the MRC. Those who accept employment at the MRC accept the bell schedule and the preparation period teaching assignment.

4.1.6 The parties to this Agreement agree that the normal work day set forth above shall not be construed to limit the District's right to require, and/or the unit member's obligation to participate in or perform, adjunct duties outside the normal work day without additional compensation. If adjunct duties cannot be staffed by volunteers, assignments thereto shall be made in an equitable way as outlined in Appendix C.

4.1.7 Unit members who are assigned to a Professional Learning Community Team shall attend Collaboration meetings (PLC, WASC, Staff Meetings, etc.) in alignment with the bell schedule. Less than 1.0 FTE unit members shall attend no fewer than 60% of the collaboration meetings for a .6 FTE and 80% for .8 FTE. Other unit members with less than 1.0 FTE shall follow the same pro-rated formula.

4.2 <u>Work Year</u>

4.2.1 Except as otherwise provided in this Agreement, the work year for unit members shall be no more than one hundred eighty-five (185) days per school year, including one hundred eighty (180) student contact days, two (2) unit member work days and three (3) staff development days conditional upon state budget allocations for the staff development days. Should State funding be withdrawn, the unit member work year will revert to one hundred eighty-three (183) days, of which three (3) days are unit member work days.

4.2.2 Any time or day variation, requested by a site, from the normal work day schedule for the three staff development days will be negotiated.

4.2.3 If the two (2) unit member work days cannot fit within the Monday through Friday cycle, the work day shall be worked at the unit member's discretion within a two (2) week period of the first (1st) student contact day of each semester, with

reasonable notification to the Principal. No mandatory staff meetings will be held before the start of student contact days unless agreed to by the Faculty Association.

4.2.4 The District reserves the right to require non-classroom teacher unit members to work an additional number of days at their daily rate of pay under this Agreement. Before any additional days are required, the District will communicate with the Faculty Association and the unit member.

4.2.4.1 Counselors shall have five (5) additional work days per school year, as determined by site administration, pro-rated if less than a full-time equivalent assignment.

4.2.4.2 Psychologists and Speech Language Pathologists shall have ten (10) additional work days per school year, as determined by site administration, pro-rated if less than a full-time equivalent assignment.

4.2.4.3 Board Certified Behavior Analysts (BCBA) shall have ten (10) additional work days per school year, as determined by site administration, pro-rated if less than a full-time equivalent assignment.

4.2.4.4 Special Education Program Specialists shall have seven (7) additional days per school year, as determined by site administration, pro-rated if less than a full-time equivalent assignment.

4.2.4.5 The position of Special Education Department Chair and Special Education Program Specialist shall not be held by the same unit member at any site, except by mutual agreement between the District and the Faculty Association.

4.2.4.6 School Nurses shall have five (5) additional work days per school year, as determined by site administration, pro-rated if less than a full-time equivalent assignment.

4.2.4.7 Effective with the 2025-26 school year, Athletic Directors shall have twelve (12) additional work days per school year, as determined by site administration, pro-rated if less than a full-time equivalent assignment.

4.2.4.8 Effective with the 2025-26 school year, Instructional Coaches shall have ten (10) additional work days per school year, as determined by District Administration, pro-rated if less than a full-time equivalent assignment.

4.2.4.9 Instructional Technology Specialists shall have five (5) additional work days per school year, as determined by District Administration, pro-rated if less than a full-time equivalent assignment.

4.2.4.10 All Agricultural teacher unit members shall be offered twenty-eight (28) additional days for summer work at their daily rate of pay, as determined by site administration, pro-rated if less than a full-time equivalent assignment.

4.2.4.10.1 The specific calendar for these days shall be assigned after consultation with the unit member.

4.3 <u>Preparation Periods</u>

4.3.1 The District agrees not to change the proportion of teaching to preparation periods for the duration of this Agreement (five[5] periods teaching, two[2] preparation periods).

4.3.2 Non-classroom personnel shall not be entitled to preparation periods, but shall be entitled to two (2) fifteen (15)-minute rest periods and a thirty (30) minute duty-free lunch, during a normal work day. Such rest periods shall be taken at times which do not disrupt or interfere with regular duties.

4.3.3 Classroom unit members who travel from one (1) campus to another shall use a portion of their preparation period for such travel. The remainder of the period shall be used for preparation. No classroom unit member shall be required to make more than one (1) campus change for instruction per day. Classroom unit members will only be assigned to two (2) schools when necessary.

4.3.4 Preparation Period teaching assignments shall be offered each semester first to classroom teachers who were hired less than 1.0 FTE. If no classroom teacher less than 1.0 FTE accepts the assignment, it shall be offered to full-time classroom teachers, based on their ranking per the department lists, maintained by Human Resources in collaboration with the

Faculty Association. New employees or transfers shall be placed at the bottom of the department list at the time of their hiring or transfer.

4.3.4.1 Site Administration, working with department chairs, offers and assigns Extended Day assignments based on the list provided to them by Human Resources. These assignments must be shared via email with all department members as they become available. Ongoing adjustments to the rankings shall be made as assignments are accepted. Upon request, the District will provide the Faculty Association a copy of each list.

4.3.4.2 If a teacher declines an assignment, they move to the bottom of the ranking. If a teacher is unable to take the assignment, they keep their ranking on the list.

4.3.4.3 The District agrees that Preparation Period assignments shall be limited to twenty five (25) sections per school site, unless the site Principal and FA President agree to a higher number.

4.3.4.4 In specialized self-contained classroom assignments that require six periods of coverage, the teacher in the assignment shall be offered the additional preparation period assignment first. If the teacher in the assignment refuses the assignment, then the additional preparation period assignment offering shall follow the procedures established in 4.3.4. These will not count toward the site limit of twenty five (25) sections.

4.4 <u>Campus Supervision</u>

4.4.1 The District agrees to review its campus supervision requirements of unit members with the Faculty Association at least twice a year. In case of an emergency the District and the Faculty Association agree that emergency supervision requirements will be reviewed and approved by the Principal and the FA President or designee at each site.

4.5 <u>School Calendar Consultation</u>

4.5.1 The Faculty Association shall be consulted annually on the calendar prior to its adoption by the District. If no agreement is reached by the April Board meeting, the Board may act unilaterally.

4.6 Schedules

4.6.1 The regular student bell schedule shall begin with Period One at 8:30 a.m. and end with Period Seven at 3:55 p.m. (See Appendix E). The District and Faculty Association shall determine uniform "special day" schedule(s) by mutual agreement.

4.6.1.1 If an In-School Intervention teacher's regular assignment requires covering students during the scheduled nutrition break and/or lunch period, the equivalent amount of time shall be scheduled by mutual agreement with the Principal. The Intervention teacher lunch period will be held either immediately before or after the regular lunch period. Prior to each school year, the Principal and the Intervention teacher at each site will mutually agree on which time frame will be used for lunch.

4.7 Job Share Provisions

4.7.1 The District agrees to consider requests for teachers to job share in a way that is agreeable to the Principal, the department, and student needs. It is understood that the District does not owe unit members a job share assignment.

4.7.1.1 All job shares are subject to annual approval. A unit member may request a job share for one (1) or two (2) semesters. Requests for a job share to commence with the fall semester must be submitted to the Human Resources Office prior to March 1. Requests that are to commence with the spring semester must be submitted to the Human Resources Office by October 1.

4.7.1.2 If the job share request is approved, the Principal, in conjunction with the Department Chair and the requesting teacher(s), will work out the specific arrangements of the assignment. Priority is given to the program needs.

4.7.1.3 Teachers will find their own job share partner within the District, otherwise outside applicants are subject to the District hiring process. If no qualified teacher is found, the District may deny the request.

4.7.2 While teachers are allowed to request the percentage of their job share, the final schedule is subject to approval by the District. All pay will be pro-rated, and benefits will be provided as set forth in 2.7.2.

4.8 Collaboration Teaching with Special Education Teachers

4.8.1 For General Education and Mild-Moderate Support Needs teachers assigned to co-teaching assignments in support of the inclusion of students with disabilities within the General Education setting, site administration shall make a reasonable effort to provide common preparation time. Collaboration time may be provided in the form of a common prep period, release days, or after-hours compensation at the contracted hourly non-instructional rate. In addition, a reasonable effort shall be made to limit the number of general education teachers with whom each special education teacher co-teaches. Site administration will determine the appropriate assignment.

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ARTICLE 5

TRANSFER/REASSIGNMENT

5.1 Transfer/Reassignment

5.1.1 Transfer is defined as a change of school site to a position with the same title. Reassignment is defined as the placement of a unit member from the position they hold to another bargaining unit position for which they qualify; it may not result in a change of school site. A vacancy is any position to which a unit member is not assigned. This includes any vacated, promotional, or newly created position, including positions created by reconfiguration or restructuring, and all vacancies must be posted internally. Permanent unit members returning from leave shall be afforded all rights provided under this article.

5.1.2 No assignment to fill a vacancy shall be made until after the closing date. No outside applicant shall be selected to fill a vacancy if there is a qualified unit member applicant. When filling vacancies, the District shall interview and consider all internal applicants. The following factors shall be considered in determining qualifications:

a) The educational-related needs of the District.

b) The credentials to perform the required services as required by State and Federal laws.

c) The qualifications by training and/or experience.

d) Affirmative action and Title IX mandates.

e) If criteria a-d of this paragraph are determined to be equal, the bargaining unit member with the greatest length of service with the District shall be selected.

5.1.2.1 The District shall, within thirty (30) days of the District's intent to fill a vacant position, send an email to all bargaining unit members' district email informing them of the vacancy, including the job description, closing date, and application requirements.

5.1.2.2 All qualified and permanent bargaining unit members may apply for vacant positions. This includes a unit member who will be in permanent status at the time of the transfer (having not received a non-reelection notice by the March 15

deadline of their probationary second year). The district shall provide written acknowledgement of receipt to each applicant within two (2) days of receipt of the application. These members shall be given priority consideration. The vacant position must be flown for a minimum of five (5) days before internal interviews take place. No assignment to fill a vacancy shall be made until after the closing date. Unit members who apply shall be given written notification of the hiring decision within ten (10) days after such action has been taken.

5.1.2.3 If a unit member is not selected for a vacant position for which he/she applied, upon written request within five (5) days of notification, he/she shall be provided the reasons in writing, within ten (10) days of the request being submitted to the District. Those reasons must demonstrate that the external candidate was substantially better qualified for the particular position in question based on criteria in 5.1.2.

5.1.3 Involuntary transfers shall be made only for the following reasons: A decrease in the number of pupils which requires a decrease in the number of unit members, class size, elimination of program(s) and/or funding, or school closings. If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, the District shall seek qualified applicants prior to making an involuntary transfer. If there is a qualified applicant for a vacant position, the position cannot be filled by an involuntary transfer. If an involuntary transfer becomes necessary, the unit member with the least seniority with the appropriate credential shall be transferred. An informational meeting regarding the involuntary transfer shall be held with the unit member. The unit member may elect to have a representative of the Association present at the meeting.

5.1.4 Any unit member subject to an involuntary transfer shall be notified by the District as soon as practical. Unit members who are transferred during the school year shall be given five (5) days' notice if practical before the transfer occurs. Unit members shall be allowed two (2) days of paid release time for preparation including assistance in moving materials prior to the transfer.

5.1.5 Unit members subject to reassignment shall be notified by site administration. If the reassignment requires a change of classroom, the unit member shall be allowed up to two (2) days of paid release time. The District shall provide assistance in moving a unit member's materials whenever a unit member is reassigned.

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ARTICLE 6

LEAVES

6.1 Leaves of Absence – General

6.1.1 Leaves of absence are authorized time away from work and may be with or without pay as specified by the District.

6.1.2 Unit members must request approval of all leaves of absence except sick leave, industrial accident or illness leave, or bereavement leave. Except in emergencies, leave of absence may not commence prior to approval.

6.1.3 Except as provided by statute or by express provision of Board Policy, the District retains the right to withhold approval of any leave requested.

6.1.4 The District at any time may require adequate confirmation of stated reasons for leave, and any false statement made to support a request for leave shall be grounds for withholding leave benefits. A unit member on paid leave of absence shall not be gainfully employed by any other employer except as approved by the District. Violation of this provision shall be grounds for withholding leave benefits.

6.1.5 Following any three (3)-day leave due to illness, a doctor's statement attesting to the unit member's fitness to resume employment may be required before the unit member returns to work. The District may require, at District expense, confirmation by a doctor of the District's choice before a unit member is eligible to return to work.

6.1.6 A unit member who fails to return to work at the expiration of approved leave shall be deemed to be absent without leave. See 6.12.1.

6.2 In-Lieu Policy

6.2.1 The "In-Lieu" policy is specifically intended as coverage for singleton periods wherein the regular teacher is missing from two (2) or fewer periods or when the District is unable to find enough substitutes. Priority should be given to in-lieu teachers before using substitutes. When a teacher substitutes for another teacher at the request of the administration, the teacher substituting shall be credited with "in-lieu" leave for each

period served. For this Article, a "period" shall be defined as one (1) teaching period. The following conditions shall be met:

6.2.1.1 Participation shall be voluntary. Any Bargaining Unit Member who is 1.0 FTE and has at least one classroom assignment is eligible.

6.2.1.2 Substitutes shall be assigned by site administration

6.2.1.3 All records of "in-lieu" time shall be maintained by site administration.

6.2.1.4 An orderly selection process with the following priorities will be followed.

6.2.1.4.1 The absent teacher's preference.

6.2.1.4.2 Members from the department absented.

6.2.1.4.3 Rotation from the sign-up pool.

6.2.2 An eligible unit member may in-lieu only during one of his/her designated preparation periods per day.

6.2.3 Advance approval from site administration for use of "in-lieu" time is required. If a unit member has exhausted their sick leave, they shall be allowed to use any "in-lieu" days without prior approval.

6.2.4 Five (5) periods equals one (1) day of "in-lieu" time.

6.2.5 "In-lieu" time may be accumulated from one (1) year to another not to exceed a total of eighteen (18) days at any time.

6.2.6 A maximum of ten (10) days of "in-lieu" time may be earned or used in any one (1) academic year. No more than five (5) work days may be used consecutively. When more than three (3) days of "in-lieu" time are used consecutively, advance approval must be received from site administration a minimum of three (3) working days prior to the first day of the leave.

6.2.7 "In-lieu" time may be used for any reason in whole day increments.

6.2.8 Upon separation from the District, there will be no obligation to pay for any unused in-lieu days. Upon separation from the District, unused in- lieu days may be donated to the Catastrophic Leave Bank.

6.3 <u>Sick Leave</u>

6.3.1 Sick leave is the authorized absence of a unit member due to temporary disability preventing the unit member from working.

6.3.2 Full-time unit members are entitled to ten (10) days' sick leave per school year. Sick leave days not taken shall be accumulated from year to year.

6.3.3 Following any absence of three (3) days or longer for which sick leave is claimed, the District may require appropriate verification attesting to the unit member's illness during the absence.

6.3.4 When unit members are absent due to illness or personal necessity for less than a full day, their sick leave will be charged one (1) hour for every hour of absence.

6.3.5 Except as provided by statute, upon separation from the District, no remuneration will be paid for unused sick leave.

6.3.6 If a unit member is required to quarantine by a medical professional or by the District based on Public Health guidance after an exposure to an illness at the workplace, the unit member will be placed on Paid Administrative Leave for the duration of the quarantine period.

6.4 <u>Personal Necessity</u>

6.4.1 Personal necessity leave shall be deducted from accumulated sick leave. No more than nine(9) personal necessity leave days may be used in a school year. Personal necessity leave days can only be used for reasons listed in this Article with the following conditions:

6.4.1.1 Leave is not to be used for any concerted activity.

6.4.1.2 In a method provided by the District, the unit member must specify a reason under this Article.

6.4.2 The term "personal necessity" for purposes of this Article is limited to the following:

6.4.2.1 Death of a member of the unit member's extended family when the number of days requested exceed the number provided for under Bereavement Leave.

6.4.2.2 An accident involving the unit member's person or property or the person or property of a member of his/her immediate family and of such an emergency nature as to require the attention and presence of the unit member during the working day.

6.4.2.3 An illness of a unit member's immediate family or household which the unit member cannot reasonably be expected to disregard, and which requires the attention of the unit member during the working day. For extended leaves beyond the allotted nine (9) days, refer to Section 6.6, Catastrophic Leave Bank.

6.4.2.4 Imminent danger to the unit member's home, serious in nature and which requires the presence of the unit member during the working day.

6.4.2.5 Personal presence of the parent at the time of birth or adoption of a child, or when birth is imminent.

6.4.2.6 Actual attendance at the funeral of a distant relative, friend, neighbor, or employee.

6.4.2.7 Unforeseen circumstances involving transportation or storm conditions that prevent the unit member from traveling to and from work.

6.4.2.8 Appearance in court as a litigant, except as a plaintiff against the District.

6.4.2.9 Specific family responsibilities or family business imperatives which require the personal presence of the unit member during working hours.

6.4.2.10 Recognized holidays of the unit member's religion, on which its members traditionally refrain from work.

6.5 Bereavement

6.5.1 A unit member may request and the District will grant bereavement leave not to exceed five (5) days in the event of death of any member of the extended family of the unit member. Extended family is defined as a legal or blood relative, or an individual who performed the functions of a parent to the teacher or spouse.

6.6 Catastrophic Leave Bank

6.6.1 Catastrophic Leave Bank – Creation

6.6.1.1 Days in the Catastrophic Leave Bank (Bank) shall accumulate from year to year.

6.6.1.2 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Bank participant.

6.6.1.3 The Bank shall be administered by a three (3)-member Catastrophic Leave Bank Committee appointed by the FA President and one (1) non-voting representative from the District.

6.6.2 Catastrophic Leave Bank Eligibility and Contributions

6.6.2.1 All certificated employees on active duty with the District are eligible to contribute to the Catastrophic Leave Bank (Bank). For purposes of this Article, the Superintendent shall be considered a certificated employee.

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

6.6.2.3 Certificated employees may elect to join the Bank within thirty (30) days of their hire date. There will be no subsequent open enrollment period.

6.6.2.4 The contribution, on the Catastrophic Leave Form, will be authorized by the Participant and continued from year to year until canceled by the Participant.

6.6.3 Catastrophic Leave Bank Cancellation

Cancellation, on the Catastrophic Lave Form, may be effected at any time and Participant shall not be eligible to draw from the Catastrophic Leave Bank (Bank) as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the Participant effects cancellation.

6.6.3.1 Contributions shall be made between July 1, and October 1, of each school year after the initial year. New hires and temporary teachers offered probationary employment will be permitted to contribute within thirty (30) calendar days of beginning work or change of status. The District shall supply the necessary enrollment forms. There will be no subsequent open enrollment period.

6.6.3.2 The annual rate of contribution by each Participant for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code §44043.5.

6.6.3.2.1 An additional day of contribution will be required of participants if the number of days in the Bank falls below thirty (30). Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a Bank participant has no remaining sick leave at the time of the assessment, they need not contribute the additional day to remain a participant in the Bank.

6.6.3.2.2 If the number of days in the Bank at the beginning of a school year exceeds one thousand (1,000), no contribution shall be required of returning Participants. Those Participants joining the Bank for the first time and those returning from leave, shall be required to contribute one (1) day to the Bank.

6.6.3.2.3 The District and the FA will review this Section annually prior to the end of the school year.

6.6.3.3 Participants who are retiring or leaving the employ of the District may contribute their unused sick leave to the Bank on the Catastrophic Leave Form.

6.6.4 Administration of the Catastrophic Leave Bank

6.6.4.1 The Catastrophic Leave Bank Committee (Committee) shall have the responsibility of maintaining the records of the Catastrophic Leave Bank (Bank), receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the Participants and to the District.

6.6.4.2 The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.

6.6.4.3 Applications shall be revised and decisions of the Committee reported to the applicant, in writing, within ten (10) days of receipt of the application.

6.6.4.4 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.

6.6.4.5 By October 15, of each school year, the District shall notify the FA President of the following:

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

6.6.4.5.2 The number of days contributed by Participants for the current year.

6.6.4.5.3 The names of Participants.

6.6.4.5.4 The total number of days available in the Bank.

6.6.4.6 By the tenth(10th) day of each calendar month in which there is activity in the preceding month, the District shall notify the FA President of the following:

6.6.4.6.1 The names of any additional Participants who have joined in accordance with Section 6.6.2.3 and 6.6.3.1

6.6.4.6.2 The names of any Participants who have canceled participation in accordance with Section 6.6.3.

6.6.4.6.3 The total number of days in the Bank at the beginning of the previous month.

6.6.4.6.4 The total number of days added to the Bank by new Participants.

6.6.4.6.5 The total number of days awarded during the previous month and to whom they were awarded.

6.6.4.6.6 Any dispute between the FA President and the District as to the accounting of Bank days shall be immediately reconciled.

6.6.4.6.7 If the Bank is terminated for any reason, the days remaining in the Bank shall be returned to the then current Participants of the Bank proportionately.

6.6.5 Withdrawal from the Bank

6.6.5.1 Catastrophic Leave Bank (Bank) Participants, whose accumulated leave is exhausted, may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the Participant for over nine (9) consecutive duty days or incapacitates a member of the Participant's family for over nine (9) consecutive duty days which requires the Participant to take time off work to care for that family member. If a reoccurrence or a second (2nd) illness or injury incapacitates a Participant or member of the Participant's family within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive duty days. Withdrawals for any single illness shall not exceed one hundred eighty-five (185) total days.

6.6.5.2 When a Participant is ill and has exhausted his/her accumulated leave, a differential pay period of five (5) calendar months begins. At that point in time an eligible Participant may begin Bank withdrawals.

6.6.5.3 When a Participant has exhausted his/her personal necessity leave in any one (1) year, and has a family member who is ill or incapacitated, the Participant is eligible to withdraw from the Bank. Said Participant agrees to reimburse the Bank for any days withdrawn from the Bank with his/her accumulated sick leave. When the Participant's sick leave is exhausted, the Bank will cover any unreimbursed days up to one hundred eighty-five (185) days per single illness.

6.6.5.4 Participants who have exhausted sick leave, but still have differential leave available are eligible for a withdrawal from the Bank. The District shall pay the Participant full pay and the Bank shall be charged one (1) day.

6.6.5.5 The first nine (9) duty days of illness or disability must be covered by the Participant's accumulated leave, differential leave, or leave without pay the first (1st) time said Participant qualifies for a withdrawal from the Bank. For subsequent withdrawals within twelve (12) consecutive months, the first (1st) five (5) duty days of illness must be covered by the Participant's accumulated leave, differential leave, or leave without pay.

6.6.5.6 If a Participant is incapacitated, applications may be submitted to the FA President by the Participant's agent or member of the Participant's family.

6.6.5.7 Withdrawals from the Bank shall be granted in units of no more than thirty (30) duty days. Participants may submit requests for extensions of withdrawals as their prior grants expire. A Participant's withdrawal from the Bank may not exceed the statutory maximum period of twelve (12) consecutive months.

6.6.5.8 Participants applying to withdraw or extend their withdrawal from the Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential. A Participant's withdrawal may not exceed the statutory maximum period of twelve (12) consecutive months.

6.6.5.9 If a Participant has drawn thirty (30) Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the Participant's expense. The Committee shall choose only a physician who qualifies under the District offered insurance policy. Refusal to submit to the medical review will terminate the Participant's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the Bank based upon the medical report. The Participant may appeal any termination under the procedures outlined in Section 6.6.8 below.

6.6.5.10 Leave from the Bank may not be used for illness or disability which qualify the Participants for Workers' Compensation benefits unless the Participant has exhausted all Workers' Compensation leave and his/her own sick leave.

6.6.5.11 The Bank will be charged for any additional days granted and the Participant will be guaranteed an amount equal to their daily rate of pay. The District shall be responsible for paying the difference between the Participants daily rate of pay and Workers' Compensation benefits.

6.6.5.12 In the case of a disputed Worker's Compensation claim which is eventually settled in favor of the Participant, the District shall reimburse the Bank for the appropriate number of days granted the Participant.

6.6.5.13 When the Committee may reasonably presume that the applicant for a draw may be eligible for a Disability award or a Retirement under the California State Teachers Retirement System ("CalSTRS") or, if applicable, Social Security, the Committee may request that the draw applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) days will disqualify the Participant from further Bank withdrawals. Any requests for additional medical information from CalSTRS or Social Security shall be submitted within ten (10) days or the Participant's entitlement to Bank withdrawals will cease. If denied benefits by CalSTRS or Social Security, the applicant must appeal or entitlement to the Bank shall cease.

6.6.5.14 Bank Participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within thirty (30) days of denial, appeal, in writing, to the FA Executive Board. The FA Executive Board shall hold a hearing within fifteen (15) duty days of the appeal. The FA Executive Board shall issue a confidential written decision within fifteen (15) duty days of the appeal. If the Participant's incapacitation does not allow participation in this appeal process, the Participant's agent or member of the family may process the appeal.

6.6.5.15 Appeals of decisions will be referred to the FA Executive Board. If no agreement is reached the appeal will be referred to State Mediation/Arbitration.

6.7 <u>Family Care and Medical Leave</u>

6.7.1 The District will provide family care and medical leave in accordance with all state and federal provisions. Participants in the Bank meet the provisions of the Family Care and Medical Leave statute. For certificated employees who are not participants in the Bank, the District shall provide the unit member, upon request, Family Care and Medical Leave in accordance with federal and state statutes.

6.8 Sabbatical Leave

6.8.1 Unit members may apply for sabbatical leave upon completion of at least seven (7) years' full-time consecutive service in the District.

6.8.2 Applications for sabbatical leaves shall be made to the District by January 1 of the year preceding the requested leave.

6.8.3 A committee of two (2) administrators, two (2) unit members appointed by the FA, and one (1) Board member shall review all applications and make a recommendation to the Board. A member of the committee shall make a presentation to the Board on behalf of those applicants whose sabbatical leave is recommended by the Committee.

6.8.4 Applications for second (2nd) semester leaves shall be made to the District by October 1 of the school year of the requested leave.

6.8.5 Leaves may be granted by the District for graduate study or research which will be of benefit to the District. Approval will be based on the value of the proposed sabbatical leaves to the District, distribution of applicants, and the availability of funds.

6.8.6 Not more than three (3) percent of the unit members may be on sabbatical leave at any one (1) time.

6.8.7 Unit members receiving a full year sabbatical leave must return to the District for a period of at least two (2) years in full time employment immediately following the sabbatical year. Those receiving a one (1)-semester or two (2)-term (See Appendix B) sabbatical leave must return for a period of at least one (1) year in full time employment immediately following the sabbatical semester.

6.8.8 The District will not be obligated to accept the return of a unit member on leave prior to the stated expiration date.

6.8.9 The unit member approved for a sabbatical leave will only be assured of a teaching assignment within his/her credential limitations upon return from sabbatical leave.

6.8.10 The District shall compensate a unit member on sabbatical with fifty percent (50%) of his/her scheduled salary plus full time benefits. A unit member on sabbatical may not be employed by any school district during the regular academic year of the sabbatical.

6.8.11 Any payments made to a unit member on sabbatical leave shall be contingent upon adherence to the approved plan as the basis for sabbatical leave. The District shall be fully reimbursed for any payments made to a unit member not adhering to the approved plan.

6.8.12 Unit members on sabbatical will receive credit for that year on the salary schedule. Credit towards retirement will be determined by CalSTRS.

6.9 Jury Duty

6.9.1 The District agrees to grant paid leave of absence to a unit member called for jury duty during working hours. The District shall pay the unit member the difference, if any, between the unit member's regular rate of pay and the amount received for jury duty, less meals, travel and parking allowances. The District shall require verification of jury duty time.

6.10 Association Leave

6.10.1 The FA shall be entitled to forty-eight (48) days of release time per year. The District agrees to provide two (2) periods of release time for the FA President at District expense.

6.10.2 Not more than five (5) unit members per site may be released in any one (1) day.

6.11 Leave of Absence Without Pay

6.11.1 The District may authorize a leave of absence without pay for a unit member's contractual assignment not to exceed two (2) consecutive semesters. In cases of hardship, at the conclusion of the initial period for which the leave was granted, such leaves may be extended for an additional period not to exceed two (2) consecutive semesters.

6.11.2 All leaves must be requested by the unit member involved. The leave may be granted when acceptable reasons for such leaves are presented to and approved by the Board of Trustees.

6.11.3 A unit member may request a leave of absence without pay for one (1) or two (2) semesters. Requests for leaves that are to commence with the fall semester must be submitted to the Human Resources Office prior to March 1. Requests that are to commence with the spring semester must be submitted to the Human Resources Office by October 1.

6.11.3.1 A unit member on such leave shall notify the Human Resources Office in writing by March 1 (or October 1 for a spring semester leave) regarding the unit member's intent to return to the District.

6.11.3.2 Failure to notify the District of the intent to return by these dates shall result in the following:

6.11.3.2.1 A certified letter will be sent to the last known address of the unit member.

6.11.3.2.2 The unit member will have five (5) days after receipt to respond to the certified letter.

6.11.3.2.3 Failure to respond within the five (5)-day period shall be considered a voluntary resignation.

6.11.3.2.4 If the certified letter is returned to the district after the five (5)-day period, it shall be considered a voluntary resignation.

6.11.4 Leaves of absence without pay may be granted to a unit member for any of the following reasons:

6.11.4.1 Attend school or college to be trained to improve the quality of service, or prepare for promotion.

6.11.4.2 Temporarily incapacitated by illness.

6.11.4.3 Loaned to another governmental agency for the performance of a specific assignment.

6.11.4.4 Maternity or paternity (child care).

6.11.4.5 Other reasons authorized by the District.

6.11.5 Authorized leave of absence without pay shall not be construed as a break in service or employment, and rights accrued at the time the leave is granted shall be retained by the unit member; however, sick leave credits, increments in salary, and other similar benefits shall not accrue to a unit member granted such leave during the period of absence. Time spent on such leave without pay shall not count toward service for step increases in the salary schedule.

6.11.6 A unit member on leave of absence without pay shall be entitled to continued coverage under the medical and dental plans for the duration of this Agreement provided that:

6.11.6.1 The benefit policies in effect permit such continued coverage.

6.11.6.2 Application for such continued coverage is made pursuant to forms and procedures, including prior payment of premiums, established by the District.

6.11.6.3 The unit member and the FA agree to hold the District and its representatives harmless for any and all claims for any liability arising out of this Article.

6.12 <u>Absence Without Leave</u>

6.12.1 All unauthorized or unreported absences shall be considered as absence without leave, and a deduction of pay shall be made for each period of such absence. Such absence shall also be grounds for disciplinary action. Absence without leave, voluntary or involuntary, for ten (10) days consecutive working days shall constitute automatic resignation from the District.

ARTICLE 7

EVALUATION PROCEDURES

7.1 Evaluation

7.1.1 The evaluation and assessment of the performance of each certificated employee shall be made on the form located in Appendix D as follows:

7.1.1.1 Every permanent unit member shall be evaluated in writing at least once every two (2) years or as provided by Education Code §44664(a)(3). Every non-permanent unit member shall be evaluated at least once every year. The observation and evaluation of permanent unit members will be completed by May 1, insofar as practicable. All non-permanent, temporary and probationary unit members will be observed and evaluated by February 15. Temporary and probationary unit members will continue to receive formal evaluations.

7.1.1.1.1 A permanent unit member may be evaluated as follows: "At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001 (20 U.S.C. Sec. 6301, et seq.), as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time." This section shall be in effect as long as the underlying statute authorizes the practice.

7.2 Observations

7.2.1 Observations will be in accordance with agreed upon evaluation procedures.

7.2.2 In the case of a negative evaluation(s), the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include but not be limited to the following: specific recommendations for

improvement; direct assistance to implement such recommendations; provision of additional resources, without cost to the unit member, to be utilized to assist with improvements; criteria to be measured; time schedule for compliance with specific recommendations for improvement; and second (2nd) level evaluations will be completed using the agreed upon evaluation instrument.

7.2.3 A conference will be held whenever a formal evaluation is given. Unit members may attach their comments to the evaluation.

7.2.4 All evaluations shall be conducted by District Administration.

7.2.5 No unit member will be evaluated solely by off-site personnel.

7.2.6 The District will inform each unit member in writing of the evaluation criteria within a reasonable period of time prior to the unit member's first (1st) evaluation in any given school year.

7.2.7 No negative evaluation of classroom performance shall be predicated upon the unit member's use of "controversial" teaching materials provided such materials are consistent with the curriculum, and the age and maturity level of the affected students.

7.2.8 The District and Association Negotiation Teams will review and revise the evaluation process as needed.

ARTICLE 8

PEER ASSISTANCE AND REVIEW

8.1 In the case that a Bargaining Unit Member has received through the evaluation process an overall rating of Unsatisfactory in areas B or C of the evaluation form at the end of the year, and upon the request of the unit member, the District agrees to provide a mentor from the Bargaining Unit that is acceptable to the Unit Member (in consultation with the Association), for a minimum of thirty (30) hours a year, for up to two (2) years, to assist in improving the unit member's performance.

8.2 All communication between the PAR mentor and the Bargaining Unit Member mentee shall be confidential, and without the written consent of the mentee, shall not be shared with others, including the site Principal and/or the evaluator.

8.3 PAR mentors shall be evaluated under the contract in the same manner as all other unit members.

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ARTICLE 9

PERSONNEL RECORDS/PUBLIC CHARGES

9.1 Personnel Files

9.1.1 A unit member shall have the right to examine and/or obtain copies of any material from the unit member's District personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to employment of the unit member involved or references received confidentially. The District may require notice and adequate supervision of such examination.

9.1.2 Unit members shall be provided an opportunity to sign any derogatory material placed in their District personnel file. Such signature shall not indicate agreement with the contents.

9.1.3 Unit members shall be provided an opportunity to comment in writing on any derogatory material placed in their District personnel file.

9.1.4 Two (2) years from date of placement, a unit member may request that the Superintendent remove derogatory material from their District personnel file.

9.1.5 The District shall not base any adverse action against a unit member upon materials which are not contained in the unit member's District personnel file.

9.1.6 An individual unit member or the Association, with written authorization by the unit member, shall be permitted to examine and/or obtain one (1) copy of material contained in said unit member's District personnel file at no cost.

9.1.7 The person or persons who draft and/or place material in a unit member's District personnel file shall sign the material and signify the date on which such material was (1) drafted, and (2) placed in the file.

9.2 <u>Public Charges</u>

9.2.1 Any citizen or parent complaint about a unit member shall be reported within five (5) days to the unit member by the administrator or Board member receiving the complaint.

9.2.2 Should the involved unit member or the complainant believe that the allegations in the complaint are sufficiently serious to warrant a meeting, the site administrator shall schedule a meeting with the teacher and the complainant.

9.2.3 If the complaint is not resolved at this meeting, the parent may within five (5) days present a written complaint. If the complaint is not put in writing within five (5) days, the matter shall be dropped. The unit member shall be given a copy of the complaint and an opportunity to respond within five (5) days.

9.2.4 The site administrator will review the complaint, the response, do any investigation necessary, and render a decision within ten (10) days. If the unit member is not satisfied with the decision of the site administrator, the unit member may appeal the decision using the grievance process herein.

ARTICLE 10

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

10.1 Individual Contracts of Employment

10.1.1 Any individual agreement between the District and an individual unit member shall be subject to and consistent with the terms and conditions of this Agreement.

10.2 Notification of Rights

10.2.1 The Association shall be granted a minimum of 60 minutes on the District's new teacher orientation day schedule. The District shall provide to the Association the contact information including: name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address of newly hired employees within 30 days of hire or by the first pay period of the month following hire. Additionally, the District shall provide the Association a list of the above information for all employees in the bargaining unit at least every 120 days when requested.

10.3 Personal and Academic Freedom

10.3.1 It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the pupil(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect unit members from any censorship or restraint which might interfere with the unit member's obligation to pursue truth in performance of their teaching functions.

10.3.1.1 A unit member shall have academic freedom in classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law.

10.3.1.2 In performing teaching functions, unit members shall have academic freedom to express their views on all matters relevant to the course content in an objective

manner. A unit member, however, shall not utilize his/her position to indoctrinate pupils with his/her own personal, political, and/or religious views.

10.3.1.3 Unit members must be employed, promoted, or retained without discrimination or harassment regarding their personal opinions or his/her scholarly, literary or artistic endeavors.

10.3.1.4 The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it prevents the unit member from performing his/her duties.

10.3.1.5 A unit member shall be entitled to full rights of citizenship, and no religious, political or personal activities, or lack thereof, of any unit member shall be used for purposes of evaluation, transfer, disciplinary or dismissal action.

10.4 <u>Sexual Harassment and Discrimination</u>

10.4.1 The District and the Association agree that sexual harassment negatively affects morale, motivation, and job performance and will not be tolerated.

10.4.1.1 Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; 2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

10.4.1.2 The District shall prohibit discrimination because of race, color, national origin, religion, sex, sexual preference, age, handicap, disability, marital status, economic status, political affiliation, domicile, membership in an employee organization, participation in the activities of an employee organization, union affiliation, or exercise of the rights contained in this agreement.

10.5 Reporting an Assault

10.5.1 A unit member shall promptly report cases of assault suffered by them in connection with his or her employment to the Principal or immediate supervisor, and shall promptly report the incident to the appropriate law enforcement agency.

10.6 Safe and Healthful Workplace

10.6.1 When it has been determined by the Association and the District that an unsafe condition exists, a unit member shall not be required to work under those conditions nor to perform tasks that would endanger his/her health, safety or well-being.

10.6.2 Upon notification, the District shall eliminate or correct any unsafe or hazardous condition. The Association shall be informed of the administrator/manager designated to be Safety and Health Officer, who will be responsible for promptly reporting, investigating and correcting hazardous or unsafe conditions.

10.6.3 The Safety and Health Officer shall report to the reporting party what action is to be taken. Nothing contained in this Article shall limit or modify the rights contained in Education Code §48910 (Suspension by teacher; reports; conferences; referrals).

10.6.4 The Association shall appoint one (1) representative to the District Safety Committee established to implement the provisions of Labor Code 6401.7. The District Safety Committee shall also formulate a plan for developing disaster preparedness.

10.6.4.1 Copies of the plan will be available at the school site and distributed to each department head. Additional copies will be provided to the Association upon request.

10.6.4.2 The District is responsible for coordinating contact with outside agencies, maintenance of emergency procedures manuals, policy development and review (as recommended by the District Safety Committee), periodic training (as recommended by the District Safety Committee), equipment maintenance, coordination of emergency evacuation drills, maintenance of District and worksite safety supplies, and maintenance of worksite safety devices.

10.7 Hepatitis Vaccinations

10.7.1 Teachers of the Severely Handicapped, Physical Education Teachers, Nurses and coaches who are unit members, request an authorization form from the District which authorizes the District/insurance-approved health care provider to administer all Hepatitis B vaccination(s). The District, in coordination with the health insurance carrier, will be responsible for the reimbursement to the unit member within eighteen (18) months of this expense.

10.7.2 Any bargaining unit member who suspects exposure to the hepatitis virus may request and shall be provided an authorization form from the district which authorizes the District/insurance-approved health care provider to administer the Hepatitis vaccination series.

10.8 Suspension of Pupils from Classroom

10.8.1 A unit member may suspend a pupil from class for the day of the suspension and the following day for any act that disrupts or diminishes the education process. As soon as possible, the unit member shall ask the parent or guardian of the pupil to attend a parent teacher conference regarding the suspension.

10.8.2 The unit member shall immediately report the suspension to the site Principal or designee.

10.8.3 The pupil shall not be returned to the class during the period of suspension without the express permission of the unit member who initiated the suspension.

10.8.4 The suspended pupil shall not be placed in another regular class during the period of the suspension. (If the student is assigned more than one (1) class per day, this shall apply only to the classes scheduled during the same time as the class from which the student was suspended).

10.9 Notification to Unit Members of Students with a History of Violent Behavior

10.9.1 The District will notify all staff in direct contact with a student with a history of violent behavior within ten (10) school days of receipt of notice from the law enforcement agency. Any information received by a unit member pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further

disseminated by the unit member. (Education Code §49079 Notification to Teacher; student who has caused or attempted to cause serious bodily injury; records of district or law enforcement agency; liability for noncompliance; reporting period; confidential information)

10.10 Physical or Psychiatric Examinations

10.10.1 The District shall pay for the cost of any physical or psychiatric examination required by the District for continued employment.

10.11 Job-Related Liability Protection

10.11.1 The District shall provide unit members with the job-related liability protection set forth in Government Code §825.

10.12 Specialized Student Health Care

10.12.1 The District shall provide each unit member who is, or may be, required to provide specialized health care, as provided by applicable statutes or regulations, appropriate in-service training upon request. No unit member shall be required to provide specialized health care service if the task exceeds the unit member's training. Training beyond that required by Education Code and provisions of federal law is at each teacher's option.

10.12.1.1 Unit members shall not be required to perform specialized health care services without the expressed authorization from the District.

10.12.1.2 The District shall provide all necessary supplies to perform specialized health care.

10.12.1.3 The District shall indemnify and hold harmless from all liability any unit member who performs health care services.

10.13 Copies of the Agreement

10.13.1 Within thirty (30) calendar days after the ratification of this Agreement by both parties, the District shall have sufficient copies prepared and delivered to the Association for distribution to each member of the unit. The District shall provide the Association with a digital copy of this Agreement.

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ARTICLE 11

CLASSROOM AIDES AND STUDENT TEACHERS

11.1 Classroom Aides

11.1.1 Unit members shall have the right to an informal interview of prospective classroom aides prior to assignment. No instructional or clerical classroom aide shall be assigned to a unit member without his or her input. The classroom-related work of instructional and clerical aides shall be under the direction of the unit member to which they are assigned. Evaluations shall be conducted by the administration with direct input from the classroom teacher.

11.1.1.1 The unit member shall periodically discuss with the site administrator the performance of the instructional or clerical aide (See Appendix B) under his or her professional direction. When an unsatisfactory working relationship occurs between a unit member and an aide, the District and Association shall initiate a dispute resolution process.

11.1.2 No instructional or clerical aide or any other classified personnel shall participate in or provide information for the evaluation of a unit member.

11.1.3 Unit members will be given at least two (2) days prior written notice when an assigned aide will be absent from his or her normal assignment for reasons other than illness.

11.2 Assignment of Student Teachers

11.2.1 The District shall work cooperatively with unit members on the assignment of student teachers from teacher training institutions. No student teacher shall be assigned to work with a unit member without the unit member's approval.

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ARTICLE 12

SHARED DECISION MAKING

12.1 Shared Decision Making (SDM) Site Council

12.1.1 The purpose of site Shared Decision Making is to provide an opportunity for the school community (teachers, parents, students, and other site employees), in collaboration with the principal, to jointly shape decisions regarding policy making and organizational issues related to students, teachers and/or classrooms at the school site level.

12.1.1.1 All issues relating to students, teachers or classrooms that are not within the purview of Department Chairs or Board Policies may be addressed by SDM.

12.1.1.2 Site SDM will not be involved in personnel selection or evaluation except participation in the interview process; school site financial and budget matters unless requested by the governing bodies of Department Chairs, SIP or curriculum matters unless requested by Department Chairs.

12.1.1.3 The voting membership of the site SDM shall consist of:

- Principal
- Four (4) teachers (designated by the Association)
- One (1) other staff member
- Three (3) parents or community members
- Three (3) students

12.1.2 The District and the Association agree to cooperatively participate in Shared Decision Making at each school location.

12.1.2.1 The department chairs will be represented on SDM by a department chair serving as a non-voting liaison.

12.1.3 An SDM Oversight Committee consisting of the Superintendent (or designee) and two (2) other administrators/managers plus the Association President (or designee) and two (2) other Association appointees developed by-laws to be observed by the SDM Councils (see Appendix F).

12.1.3.1 The Oversight Committee will assist the site Shared Decision Making Councils as needed. This assistance will include, but will not be limited to, adjudicating conflicts between constituencies on the site councils, interpreting roles, rights and duties of the councils, and/or facilitating successful implementation of the site councils.

12.1.3.2 The Oversight Committee may be reconvened by mutual agreement of the Association and District to consider amendments to the by-laws.

12.1.4 Site Decision Making Councils shall include the following components as detailed in site SDM bylaws:

12.1.4.1 Site SDM Councils will meet at least four (4) times per year on release time solely for the purpose of conducting their meetings, unless changed by the site SDM agreed upon process. Official minutes of the meetings will be provided to all members at the school site. Any dispute regarding minutes shall be resolved as soon as possible.

12.1.4.2 Site SDM Councils are encouraged to meet and conduct themselves in such a way that maximizes the participation of all stakeholders.

12.1.4.3 All decisions require consensus of the SDM membership. Interest-based processes should be utilized as and when appropriate.

ARTICLE 13

MEMBERSHIP DUES

13.1 Membership Dues

13.1.1 Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deductions of unified membership dues and general assessments in the Association.

13.1.2 Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months.

13.1.3 Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete the payments by the end of the school year.

13.2 With respect to all sums deducted by the District pursuant to sections 13.1, the District agrees promptly to remit the monies to the Association accompanied by an alphabetical list of unit members for whom the deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any change in personnel from the list previously furnished.

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

13.2.2 The Association agrees to hold the District harmless against any claim made by any member of the bargaining unit or a party acting on behalf of any bargaining unit member or members or any other person or legal entity who challenges, by the institution of a judicial proceeding or proceeding before the PERB, the implementation of this Article as follows:

13.2.2.1 The Association agrees to defend and to indemnify the District against any challenge to the implementation of Article 13 by any member or members of the bargaining unit or a party acting on behalf of any bargaining unit member or members or any other person or legal entity.

13.2.2.2 Upon receipt of notice that an action has been filed, the District shall inform the Association.

13.2.2.3 The District agrees to provide the Association with all information, documents and assistance necessary for the Association's defense or settlement of the action and agrees to fully cooperate with the Association in providing all necessary witnesses, experts and assistance.

13.2.2.4 The Association shall have the exclusive right to decide and determine whether any claim, liability, suit or judgment shall or shall not be compromised, resisted, defended, tried or appealed. The Association's decision thereon shall be final and binding.

13.3 Employee requests to cancel or change authorizations for payroll deductions for the Association shall be directed to the Association rather than the District. The Association shall be responsible for processing these requests. The District shall rely on information provided by the Association regarding whether deductions for the Association were properly cancelled of changed, and the Association shall indemnify the District for any claims made by the employee for deductions made on that information.

13.4 The Association shall not be required to submit to the District a copy of the employee's written authorization for the payroll deductions described in this section to be effective, unless a dispute arises about the existence or terms of the written authorization. The Association shall indemnify the District for any claims made by the employee for deductions made in reliance on its notification.

ARTICLE 14

GRIEVANCE PROCEDURE

14.1 Grievance Procedure

14.1.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise concerning the application of the Agreement.

14.1.2 Informal Problem Solving

14.1.2.1 Within ten (10) days after a grievant (See Appendix B) knew, or should have known, of the act or condition upon which a problem is based, the grievant shall discuss the matter in an informal conference with the immediate supervisor (See Appendix B) in an attempt to resolve the problem. However, resolution of problems in such informal conferences shall not be binding upon the parties in subsequent grievances.

14.1.3 Formal Grievance Procedure

14.1.3.1 Level I: If the matter is not resolved at the informal conference, the grievant may submit the grievance in writing to the immediate supervisor with a copy to the Association and to the Superintendent. The written grievance will be submitted on a District form and shall include:

14.1.3.1.1 The name of the grievant.

14.1.3.1.2 A listing of the provision(s) of the Agreement alleged to have been violated.

14.1.3.1.3 A statement describing how the District is alleged to have violated the Agreement (including all names, dates, and places necessary for a complete understanding of the grievance), the decision rendered as a result of informal problem solving and the remedy sought. This written statement of the grievance must be submitted within fifteen (15) days after the occurrence of the act or condition giving rise to the grievance. The immediate supervisor shall present a written

response to the grievant within ten (10) days of receiving the grievance.

14.1.3.2 Level II: If the grievance is not settled in Level I and if the immediate supervisor is subordinate to a site administrator (see Appendix B), the grievant may appeal it to such site administrator. The site Administrator shall submit a written response within ten (10) days of receiving the grievance. If the immediate supervisor is the site administrator, the grievant may appeal it to the Superintendent. A Level II appeal shall be filed within ten (10) days of receipt by the grievant of the Level I denial or within ten (10) days of the Level I response deadline. If the written response is not provided, the grievance is denied.

14.1.3.3 Level III: If the grievance is not settled in Level II, the grievant may appeal it to the Superintendent. The appeal shall be in writing and shall be submitted within ten (10) days after the grievant receives the site administrator's written response. The appeal shall include a copy of the original grievance, the immediate supervisor's response, and a statement of the reasons for the appeal. The Superintendent shall respond to the appeal in writing within ten (10) days after receipt. Either the grievant filing the grievance or the Superintendent may request a meeting to discuss the grievance within this ten (10) day period. If such meeting is held, the time limit for submission of the Superintendent's response shall be extended until five (5) days after such meeting.

14.1.3.4 Level IV: If the grievant is not satisfied with the decision at the previous level or if there is no decision within the time limits, the grievant may, within ten (10) days of the receipt of the decision or the exhaustion of the time limits, request conciliation. The District shall then set a meeting with a conciliator from the California State Mediation and Conciliation Service as soon as reasonably possible for all parties of interest (see Appendix B). If agreed by the Association and the District, the State Mediator may serve as Binding Arbitrator.

14.1.3.5 Level V: If Binding Arbitration is not agreed to in Level IV and the grievant is not satisfied with the disposition of his/her grievance at level IV, or if no written decision has been rendered within ten (10) days after submission of the grievance to the Superintendent, the Association may within ten (10) days request in writing that the grievance be submitted to arbitration. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the American Arbitration Association. In any event, the parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said Association. The sole authority of the arbitrator shall be to decide whether there has been a violation of the Agreement and the appropriate remedy if there has been a violation. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement, or which alters or amends the terms of this Agreement. The decision of the arbitrator will be submitted to the Association and the Superintendent and will be binding upon the parties to this Agreement and the grievant(s).

14.1.3.6 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the parties incurring them.

14.1.4 General Provisions

14.1.4.1 The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the District to take the action complained of, nor justify the teacher's refusal to perform assigned duties.

14.1.4.2 The time limits on the filing and processing of grievances may be extended only by mutual written agreement.

14.1.4.3 All materials concerning a grievance shall be kept in a file separate from the grievant's personnel file.

14.1.4.4 A grievance must be filed and appealed within the time limits set forth above, or the grievance shall be considered settled on the basis of the last response given. Such settlements shall be binding on all parties. If the District representative fails to respond to a grievance within the time limits provided at a particular step (unless such time limits are extended by mutual agreement), the grievance may be appealed to the next step within the appropriate time limits.

14.1.4.5 If the same grievance is made by more than one (1) grievant against one (1) respondent, one (1) unit member, on behalf of him/herself and others similarly involved, may process the grievance through the grievance procedure provided, however, that the District may separate any such group grievances. Names of all aggrieved parties shall appear on all documents related to the settlement of the grievance.

14.1.4.6 In the course of investigation of any grievance, the representative of the Association will report to the principal's office of the building being visited and will state the purpose of the visit immediately upon arrival.

14.1.4.7 It will be the practice of all parties in interest to process grievances, insofar as possible, at times which do not interfere with assigned duties, and to avoid interruption of classroom activities and the involvement of students.

14.1.4.8 If any member of the Association is a party in interest to any grievance, he/she shall not serve as the Association's grievance representative in the process of a grievance except where the Association is the grievant.

14.1.4.9 A grievant may be represented at any formal level of the grievance procedure up to arbitration by the Association or a grievance representative of the unit

members' choice. If not represented by the Association, the Association shall have the right to state its views prior to the resolution of the grievance.

14.1.4.10 The Association shall be the sole representative of the grievant in arbitration.

14.1.4.11 The Association and unit members agree not to pursue any judicial or administrative remedy against the district as to any matter subject to the procedures established in this Article until such procedures are exhausted.

14.1.4.12 Any grievance based upon a complaint that the employee has been placed on the wrong salary schedule or step, or that he/she has been improperly denied an increment, or that his/her salary has been miscalculated, shall be filed directly with the Human Resources Office. The decision of the Assistant Superintendent of Human Resources may be appealed to the Superintendent in writing pursuant to the procedures in Level III.

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ARTICLE 15
HIRING RATIO

15.1 Hiring Ratio

15.1.1 The District will maintain 28 student/1 teacher hiring ratio at each site.

15.1.2 The 28:1 ratio shall only include unit members who are assigned students for daily instruction.

15.2 Class Size Limits

15.2.1 Class sizes in a five-and-two (5-and-2) schedule shall be no larger than thirty-six (36) students for any class, except that class sizes for physical education, band, choir, and Leadership classes (e.g., ASB) shall be no larger than fifty (50) students. An exception to the fifty (50) student limitation is subject to agreement with the Association on a case-by-case basis. Band classes may exceed the limitations of this paragraph by agreement between the school site administrator and the teacher.

15.3 Interview Process

15.3.1 The Association Interview Committee will be requested to appoint unit members to participate on interview panels and to advise management regarding the qualifications and selection of applicants for open or district anticipated bargaining unit positions:

- Positions: All unit positions set forth in Article 1, paragraph 1.2.1, of the current Agreement.
- Association Appointees:
    - One Department Chair per school site if the position is within a department.
    - An additional employee per affected or district anticipated school site will be appointed.
    - If the opening is a single employee position at a school site, the appointee may be from another school site.
    - A second employee per affected school site if the position does not have a department chair.

- In the event a Department Chair is not available for an interview, the Department Chair may designate another department member to attend in their place.

Interviews shall be held at the District office or the site as appropriate. The Association shall be notified of scheduled interviews at least three (3) days in advance~~.~~, but the district will attempt to notify the Association earlier.

15.4 Off-Site Interviews

15.4.1 When attending off-site events, the District may conduct off-site interviews for qualified applicants. The parties agree to the following terms:

- The District will provide the Association with advance written notice of any off-site events that it plans to attend at least five (5) days prior to the event or as soon as possible.
- Prior to the planned event, the FA president will identify the FA designee(s) to be contacted during the event.
- Off-site events may include job fairs, college events or other recruiting events for potential certificated employees.
- Notwithstanding Article 15.3 of the Agreement, the District may make offers of employment to qualified school nurse, speech and language pathologist, and school psychologist candidates at off-site events in consultation with the FA.
- Notwithstanding Article 15.3 of the Agreement, the District may make offers of employment to qualified certificated applicants other than those identified in paragraph one after notifying the FA president or designee(s) who may then decide to participate with an immediate interview with the applicant. If the FA president or designee(s) fail to respond within forty five (45) minutes, the District may provide the applicant with an offer of employment.

ARTICLE 16

CONCLUSION

16.1 Savings Provisions

16.1.1 If any provision of this Agreement or any application thereof to any unit member is held by the legislature, a court of competent jurisdiction or administrative agency to be contrary to law, then such provision or application will be deemed invalid to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. Should a provision or application be deemed invalid, the parties shall meet within ten (10) days of the request of either party to renegotiate the provisions and/or application(s) affected.

16.2 Maintenance of Benefits

16.2.1 The District agrees not to change officially adopted personnel policies within the scope of representation, but not included in the Agreement, without negotiating with the Faculty Association. The District shall not reduce or eliminate any benefits within the scope of representation or included in the current contract during the term of this Agreement.

16.3 Support of Agreement

16.3.1 The Faculty Association hereby agrees that neither it nor its agents shall initiate or participate in any strike in this District during the life of this Agreement. In the event of any strike by unit members, the Faculty Association and its agents will do everything reasonably within their power to end or avert the same. The foregoing shall apply to requests from other organizations to engage in any strike in the District.

16.4 Term of Agreement

16.4.1 This Agreement shall become effective upon ratification, following approval by the Board of Trustees, and shall continue in effect to and including June 30, 2026. Articles 2.1 – Wages and 2.7 – Employee Benefits Program will reopen for negotiations for the 2025-2026 school year. The limitation of paragraph 16.5.1.2 does not apply to this provision.

16.5 Completion of Negotiations

16.5.1 This Agreement represents complete collective bargaining and full agreement by the parties in respect to wages, hours of employment, and other terms and conditions of employment which shall prevail during its term. This Agreement supersedes and replaces the 2021-2024 Collective Bargaining Agreement.

16.5.1.1 It is understood and agreed that the specific provisions contained in this Agreement are a true and precise representation of all agreements reached by the parties during this round of meet and negotiation.

16.5.1.2 During the period from the ratification of this agreement until June 30, 2026, the Parties expressly waive and relinquish the right to meet and negotiate and agree that they shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Faculty Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn, except as provided for elsewhere in this Agreement.

16.5.1.3 If there are items of mutual concern, the District and the Faculty Association may, by mutual consent, meet and negotiate with the intent to modify existing articles, add additional articles to, or delete articles from this Agreement.

RATIFIED AND ACCEPTED

By their signatures below, the signatories certify that they are authorized representatives of either the District or the Exclusive Representative as the contracting parties; that all actions necessary for the District or Exclusive Representative to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law and that this Agreement is hereby entered into without the need for further ratification and acceptance.

ACCEPTED:

SANTA MARIA JOINT UNION
HIGH SCHOOL DISTRICT

FELICIANO AGUILAR
President, Board of Trustees

ALMA HERNANDEZ
Clerk, Board of Trustees

Dated: June 13, 2025

ACCEPTED:

SANTA MARIA JOINT UNION
HIGH SCHOOL DISTRICT FACULTY
ASSOCIATION/CTA/NEA

CURTIS GREELEY
President

Dated: JUNE 13, 2025

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APPENDIX A

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

2025-26 Certificated Salary Schedule

Column I Bachelor's Degree
Column II Bachelor's Degree + 15 semester units earned subsequent to receipt of B.A.
Column III Bachelor's Degree + 30 semester units earned subsequent to receipt of B.A.
Column IV Bachelor's Degree + 45 semester units earned subsequent to receipt of B.A.; or Master's Degree
Column V Bachelor's Degree + 60 semester units earned subsequent to receipt of B.A.; or Master's Degree + 15 units

4.00%
increase

EFFECTIVE: 07/01/2025

@ 185 days

YEARS OF SERVICE	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
1	$62,431	$66,933	$71,443	$75,964	$80,473
2	**$66,061**	**$70,580**	**$75,090**	**$79,601**	**$84,105**
3	$69,717	$74,227	$78,729	$83,245	$87,746
4	**$73,356**	**$77,874**	**$82,379**	**$86,872**	**$91,402**
5	$76,997	$81,517	$86,013	$90,530	$95,028
6	**$80,640**	**$85,145**	**$89,662**	**$94,169**	**$98,670**
7	$84,281	$88,785	$93,304	$97,811	$102,321
8	**$87,922**	**$92,426**	**$96,946**	**$101,460**	**$105,958**
9	$87,922	$96,069	$100,594	$105,100	$109,605
10	**$87,922**	**$99,715**	**$104,222**	**$108,739**	**$113,246**
11	$87,922	$99,715	$107,869	$112,394	$116,885
12	**$87,922**	**$99,715**	**$107,869**	**$116,012**	**$120,531**
13	$87,922	$99,715	$107,869	$116,012	$124,869
14	**$87,922**	**$99,715**	**$107,869**	**$116,012**	**$124,869**
15	$87,922	$99,715	$107,869	$116,012	$124,869
16	**$90,340**	**$102,458**	**$110,837**	**$119,202**	**$128,303**
17	$90,340	$102,458	$110,837	$119,202	$128,303
18	**$90,340**	**$102,458**	**$110,837**	**$119,202**	**$128,303**
19	$92,759	$105,196	$113,803	$122,393	$131,735
20	**$92,759**	**$105,196**	**$113,803**	**$122,393**	**$131,735**
21	$92,759	$105,196	$113,803	$122,393	$131,735
22+	**$95,176**	**$107,944**	**$116,770**	**$125,582**	**$135,588**

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APPENDIX B
DEFINITIONS

Aide is a classified employee of the District who provides appropriate assistance in the assigned classroom.

Addendum is a written modification to an existing provision or provisions of the Agreement, which by its terms is either attached to Agreement or incorporated into the text of the Agreement.

Day is any of the one hundred eighty-five (185) contract days.

Designee of the District Superintendent or the Association President refers to a person who is designated to speak, act, reach and enter into agreements on behalf of the Superintendent or President.

FMC refers to the Faculty, Management Council

Full Time Equivalent or "FTE" for a teacher is equal to a five-period teaching day and two preparation periods.

Grievance is a formal written allegation by a grievant that he or she has been adversely affected by a violation of the specific provisions of this Agreement.

Grievant may be the Association or any member of the bargaining unit covered by the terms of this Agreement.

Immediate supervisor is the certificated administrator having direct supervisory responsibility for the grieving unit member.

Memorandum of Understanding (MOU") is a written agreement between the District and the Association regarding a term and condition of employment. A violation of the MOU is subject to the grievance procedure. The duration of the MOU is for the period specified in the document or the duration of the then-current Agreement.

Party in interest is any unit member making the claim, any person who might be required to take action or against whom action might be taken to resolve the claim, and/or the unit member's representative.

Reassignment is defined as the placement of a unit member from the position they hold to another bargaining unit position for which they qualify; it may not result in a change of school site.

SDM refers to Shared Decision Making

Semester is equal to terms 1 & 2 or 3 &4. Two semesters equals one year.

Side-letter is (1) a written statement of procedure that implements an existing provision of the Agreement or an MOU, or (2) a written statement regarding any matter deemed appropriate by the District and Association. Failure to adhere to the terms of a side-letter is not subject to the grievance procedure.

Site administrator is the Principal or his or her designee.

Transfer is defined as a change of school site to a position with the same title.

Term is equal to approximately nine weeks. Four terms equals one year.

Unit member refers to any member of the certificated bargaining unit.

APPENDIX C

ADJUNCT DUTIES PROCEDURE

Definition: The negotiated adjunct duties are activities that allow students to be supervised by teachers in a non-curricular/non-instructional environment outside the contractual work day without additional compensation.

Directions: The Principal's welcome back notice will indicate the starting date for adjunct duty sign-ups, begins on the site Professional Learning (PL) day, and will include the method for signing up. A maximum number of two (2) events may be required of any bargaining unit member during an academic year. A bargaining unit member may volunteer for more than two (2) events in an academic year. If a bargaining unit member does not sign up, he/she may be assigned supervision of adjunct duties.

1. Activity/Athletic Directors will make a calendar of the negotiated list of adjunct duties with events, dates, time frames, and locations.
2. Calendars of adjunct duties will be posted for sign-ups starting on the site PL day through the first two weeks of school at predetermined locations or online.
3. During the third week of school, the Principal will review the calendar and determine any open adjunct duties. If any openings remain, the Principal will notify all bargaining unit members, who have not signed up, of a final opportunity to volunteer for adjunct duties.
4. If after the final opportunity to sign up there are any remaining open adjunct duties, then any bargaining unit member who has not volunteered may be assigned to those openings. The vacancies will be filled by a randomized selection process. The Principal and a Faculty Association designee will conduct the selection process.
5. The negotiated adjunct duty list and the procedures will be revisited periodically by the Faculty Association and District negotiating teams:

Dances Homecoming Prom Additional dances (three maximum per school year) Miscellaneous Campus Beautification Day VPA Productions Band Choir Drama	Athletics (all level, home games only) Fall Flag Football, girls Football Water Polo, boys Water Polo, girls Volleyball, girls Winter Basketball, boys Basketball, girls Soccer, boys Soccer, girls Wrestling, boys Wresting, girls Spring Baseball Softball Swim Track and Field Volleyball, boys

APPENDIX D

EVALUATION FORMS PACKAGE

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PROCEDURES FOR ADMINISTRATORS TO EVALUATE CERTIFICATED STAFF

TIMELINE:	PERMANENT:	NON-PERMANENT:
Pre-Observation Conference	by October 31st	by October 1st
Observations	October – April	October-February
Final Evaluation	by May 1st	by February 15th

I. PRE-OBSERVATION CONFERENCE:

A mutually agreed-upon conference will be held between the administrative evaluator and the unit member to explain the evaluation procedures. At this conference, the unit member will be provided with the evaluation document and the evaluation procedures to be followed, to also include information on instructional strategies.

II. UNIT MEMBER OBSERVATIONS:

The administrator will make observations of the permanent and non-permanent certificated employee. The administrator will follow the following procedures:

a. The administrator will observe the class for the entire instructional period. For non-classroom unit members, the administrator will make observations in various settings.
b. The administrator will ***script**** (during the classroom observation) teacher and student actions during the instructional period and respond to the instructional checklist of the modified California Standards of the Teaching Profession/Observation Form (Form A1) to indicate the performance level demonstrated or not demonstrated during the observation. For non-classroom unit members, the administrator will make specific notes based on appropriate evaluation form (A2 – A7).
c. The evaluator will not participate in classroom activities except when requested by the teacher.

* *Scripting: Detailed note-taking of teacher and student actions during the instructional period.*

III. FOLLOW-UP OBSERVATIONS AND CONFERENCES:

a. The administrator will schedule a post observation conference with the unit member and provide written comments on the observation of the unit member within ten (10) school days of the final observation.
b. Based upon the information gained from the observations, if 50% or more of the criteria in Section B and/or C have not been demonstrated, the unit member and administrator may develop goals for those criteria in the form of an action plan (see Form B). An Action Plan may also be developed for Sections A and/or D. The Action Plan must be developed, implemented and achieved within a minimum of three months.
c. If a teacher refuses to accept the action plan goals of Section B and/or C, the Final Summative Evaluation will be completed, and the teacher will be referred to PAR.
d. An action plan will trigger at least one additional observation.
e. The modified California Standards of the Teaching Profession/State Content Standards Observation Form (Form A1) and the action plan will be used by the evaluator and the teacher to facilitate the post observation conference discussion (Form C).

IV. FINAL SUMMATIVE EVALUATION:

a. The Final Summative Evaluation will be based on the unit member's performance as related to the modified California Teaching Standards of the Teaching Profession/Observation Form (Form A1) or the appropriate standards in the unit member's evaluation (A2 – A7), as well as goals stated in an action plan, if applicable.
b. If the unit member disagrees on the one or more statements in the Final Summative Evaluation, the unit member must write a written response within ten (10) school days of receiving the Final Summative Evaluation. A copy of the response is attached to Final Summative Evaluation and is given to the evaluator and the Assistant Superintendent of Human Resources.
c. The Final Summative Evaluation is signed and dated by the evaluator and the unit member. If the unit member refuses to sign the Final Summative Evaluation, the evaluator will indicate so on Final Summative Evaluation.
d. The original copy of the Final Summative Evaluation is sent to the district Human Resource's office. One copy each is given to the unit member and the evaluator.
e. An "unsatisfactory" rating in either "B" or "C" of the Final Summative Evaluation form requires the evaluatee to participate in the district's Peer Assistance Review Program pursuant to Education Code §44500 et. seq. A non-classroom unit member that receives an "unsatisfactory" rating shall work with their evaluator to develop a written improvement plan prior to the end of the current school year. The improvement plan is to be reviewed during the spring of the following school year.

ADDITIONAL DIRECTIONS:

a. Forms A1 – A7 shall be used for the observation of unit members.
b. Forms A1 – A7 can be used multiple times.
c. The "Evidence Requested" column on Observation Form for Certificated Employees (Form A) may be used to indicate the need for evidence in an area that has been marked in the "not observed/not applicable" column. The "Evidence Requested" is optional for unit members and administration.
d. Forms B and C are used by the evaluator and are optional.
e. Under the "comments" section, the evaluator can describe areas observed or not observed.
f. Non-permanent, Temporary**,** and Probationary unit members are evaluated yearly. Permanent unit members are evaluated every other year or at least every five (5) years for those who have been employed at least ten (10) years with the school district.
g. The action plan is given to the teacher if it is satisfactorily achieved. If the action plan does not result in satisfactory improvement of performance the teacher will continue with the Peer Assistance Review Program (PAR).
h. No specific references shall be made in the Final Summative Evaluation about the action plan.

FORM A1
Teacher

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Observation Form for Certificated Employees
Form A Evaluation
Article VII

Evaluatee:_____School:_____

Date: _____Period:_____ School Year:_____ Course:_____

A.	***PUPIL PROGRESS TOWARD STANDARDS OF EXPECTED ACHIEVEMENT***	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
A1	Collaborating with colleagues to establish and articulate goals for student learning that meet established standards.	☐	☐	☐	☐
A2	Organizing curriculum to support student understanding of subject matter.	☐	☐	☐	☐
A3	Collecting and using multiple sources of information to assess student learning through records.	☐	☐	☐	☐
A4	Using multiple assessments to guide instruction.	☐	☐	☐	☐
A5	Communicating with students, families, and other audiences about student progress.	☐	☐	☐	☐
B.	***INSTRUCTIONAL TECHNIQUES/STRATEGIES***	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
B1	Using materials, resources and/or technologies to make subject matter accessible to students.	☐	☐	☐	☐
B2	Using a variety of instructional strategies and resources.	☐	☐	☐	☐
B3	Developing student understanding through planning of instructional strategies that are appropriate to the subject matter.	☐	☐	☐	☐
B4	Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.	☐	☐	☐	☐
B5	Sequencing instructional activities and materials for student learning within the lesson.	☐	☐	☐	☐
B6	Using instructional time appropriately for learning activities.	☐	☐	☐	☐
C.	***ADHERENCE TO CURRICULAR OBJECTIVES***	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
C1	Establishing and communicating learning goals for all students.	☐	☐	☐	☐
C2	Connecting students prior knowledge and interests to learning goals.	☐	☐	☐	☐
C3	Modifying instructional strategies and activities to adjust for student needs within a lesson.	☐	☐	☐	☐
C4	Facilitating self directed learning and providing appropriate feedback.	☐	☐	☐	☐
C5	Demonstrating knowledge of subject matter content, instruction, and assessment.	☐	☐	☐	☐
D.	***SUITABLE LEARNING ENVIRONMENT***	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
D1	Creating a physical environment that engages students.	☐	☐	☐	☐
D2	Establishing and maintaining standards for student behavior.	☐	☐	☐	☐
D3	Establishing a climate that promotes fairness, respect, and group responsibility.	☐	☐	☐	☐
D4	Facilitating learning experiences which promote interaction and choice.	☐	☐	☐	☐
D5	Planning and implementing classroom procedures and routines that support student learning.	☐	☐	☐	☐

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Observation Form for Certificated Employees
Form A Evaluation
Article VII

COMMENTS: _____

Evaluator:_____ Date:_____

Evaluatee:_____ Date:_____

FORM A2
Counselor

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Observation Form for Certificated Employees
Form A Evaluation
Article VII

Evaluatee:_____School:_____

Date: _____Period:_____ School Year:_____ Course:_____

A.	***ENGAGES, ADVOCATES FOR, AND SUPPORTS ALL STUDENTS IN LEARNING***	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
A1	Ensures all students are engaged in a system of support designed for learning and academic success.	☐	☐	☐	☐
A2	Advocates for educational opportunity, equity, and access for all students.	☐	☐	☐	☐
A3	Advocates for the learning and academic success of all students.	☐	☐	☐	☐
A4	Identifies student problems in their earliest stages and implements student prevention and intervention strategies.	☐	☐	☐	☐
B.	***PLANS, IMPLEMENTS, AND EVALUATES PROGRAMS TO PROMOTE* ACADEMIC, CAREER, PERSONAL, AND SOCIAL DEVELOPMENT OFALL STUDENTS**	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
B1	Demonstrates knowledge of counseling standards.	☐	☐	☐	☐
B2	Develops outcome-based programs and student plans.	☐	☐	☐	☐
B3	Assesses program and student plan outcomes and analyze data.	☐	☐	☐	☐
B4	Demonstrates leadership in program and student plan development.	☐	☐	☐	☐
C.	***UTILIZES MULTIPLE SOURCES OF INFORMATION TO MONITOR AND IMPROVE STUDENT BEHAVIOR AND ACHIEVEMENT***	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
C1	Assesses and explains student social/emotional strengths and challenges.	☐	☐	☐	☐
C2	Interprets and explains student assessment data with students and parents/guardians.	☐	☐	☐	☐
C3	Utilizes social/emotional and academic assessment data to develop personal, academic, and career plans.	☐	☐	☐	☐
C4	Monitors student personal, academic, and career progress.	☐	☐	☐	☐
D.	***COLLABORATES AND COORDINATES WITH SCHOOL AND COMMUNITY RESOURCES***	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
D1	Builds and maintains student support teams for student achievement.	☐	☐	☐	☐
D2	Provides consultation and education for school staff, parents, and/or community members.	☐	☐	☐	☐
D3	Develops working relationships within the school that include school staff members, parents, and community members.	☐	☐	☐	☐
D4	Coordinates support from community agencies.	☐	☐	☐	☐
E.	***PROMOTES AND MAINTAINS A SAFE LEARNING ENVIRONMENT FOR ALL STUDENTS***	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
E1	Promotes a positive, safe, and supportive learning environment.	☐	☐	☐	☐
E2	Identifies and utilizes programs that address the personal and social risk factors of students.	☐	☐	☐	☐
E3	Collaborates with school staff, community agencies, parents, and student groups to maintain safe learning environments.	☐	☐	☐	☐
E4	Incorporates school safety plan that addresses elements of prevention, intervention, and treatment.	☐	☐	☐	☐

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FORM A3
(TOSA)
Teacher on Special Assignment

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Observation Form for Certificated Employees
Form A Evaluation
Article VII

Evaluatee:_____School:_____

Date: _____Period:_____ School Year:_____ Course:_____

A.	***ENGAGES AND SUPPORTS ALL TEACHERS IN LEARNING***	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
A1	Engages, supports, and advances the professional learning of each teacher.	☐	☐	☐	☐
A2	Uses reflective conversation skills to engage teachers in collaborative problem solving and reflective thinking to promote self-directed learning.	☐	☐	☐	☐
A3	Uses a variety of strategies and resources, including technology, to respond to teachers' professional needs and to the learning needs of all students.	☐	☐	☐	☐
A4	Uses data to engage teachers in examination and improvement of practice.	☐	☐	☐	☐
B.	***CREATES AND MAINTAINS EFFECTIVE ENVIRONMENTS FOR STUDENT AND TEACHER LEARNING***	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
B1	Creates and maintains collaborative and professional partnerships to support teacher growth.	☐	☐	☐	☐
B2	Creates an environment of trust, caring, and honesty with all teachers to establish and maintain strong relationships and promote professional growth.	☐	☐	☐	☐
B3	Uses coaching and collaboration time effectively, implementing procedures and routines that support teachers' learning.	☐	☐	☐	☐
B4	Promotes development of teachers' professional responsibility and collaboration with families.	☐	☐	☐	☐
C.	***UNDERSTANDS AND ORGANIZES SUBJECT MATTER FOR STUDENT AND TEACHER LEARNING***	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
C1	Utilizes knowledge of student content standards (CCSS) to advance teacher and student development.	☐	☐	☐	☐
C2	Utilizes knowledge of pedagogy and instructional strategies to advance teacher and student development.	☐	☐	☐	☐
C3	Utilizes knowledge of professional teaching standards (CSTPs) to advance teacher and student development.	☐	☐	☐	☐
C4	Uses knowledge of equity principles to deepen teacher understanding.	☐	☐	☐	☐
D.	***PLANS PROFESSIONAL LEARNING OPPORTUNITIES FOR ALL TEACHERS***	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
D1	Designs and facilitates professional development for teachers.	☐	☐	☐	☐
D2	Builds on and values prior knowledge, background, interests, experiences, and needs of teachers.	☐	☐	☐	☐
D3	Creates an effective environment for professional learning (relaxed and inviting with opportunities for collaboration).	☐	☐	☐	☐
D4	Uses a variety of research-based instructional strategies to differentiate professional development.	☐	☐	☐	☐

FORM A3
(TOSA)
Teacher on Special Assignment

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Observation Form for Certificated Employees
Form A Evaluation
Article VII

E.	***USES ASSESSMENTS TO PROMOTE STUDENT AND TEACHER LEARNING***	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
E1	Utilizes assessments to promote teacher learning and development.	☐	☐	☐	☐
E2	Plans and organizes for implementation of formative assessments to advance classroom practice.	☐	☐	☐	☐
E3	Uses results of formative assessments to guide coaching and grade level team meetings.	☐	☐	☐	☐

FORM A4
Athletic Director

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Observation Form for Certificated Employees
Form A Evaluation
Article VII

Evaluatee:_____School:_____

Date: _____Period:_____ School Year:_____ Course:_____

	A. ENGAGES AND SUPPORTS ALL STUDENTS	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
A1	Assists in mailing athletic correspondence.	☐	☐	☐	☐
A2	Provides publicity release information.	☐	☐	☐	☐
A3	Plans and supervises athletic physical exams.	☐	☐	☐	☐
A4	Responsible for publication, distribution, and checking all CIF eligibility lists.	☐	☐	☐	☐
A5	Assumes responsibility for periodic checking of scholastic eligibility with faculty.	☐	☐	☐	☐
	B. ENSURES A HIGH QUALITY ATHLETIC PROGRAM IS ARTICULATED AND IMPLEMENTED	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
B1	Sees that rules and intent of rules pertaining to athletics are carried out by coaching staff.	☐	☐	☐	☐
B2	Advises principals in matters relating to school athletic policy.	☐	☐	☐	☐
B3	Orients all new coaches to school, league, CIF coaching policies, and rules.	☐	☐	☐	☐
B4	Supervises the conduct of coaches on athletic facilities, both at home and away activities.	☐	☐	☐	☐
B5	Ensures all written reports are properly submitted.	☐	☐	☐	☐
	C. PLANS AND COLLABORATES WITH ALL STAKEHOLDERS	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
C1	Coordinates the work of the coaching staff in all regards, including working out coaching personnel problems.	☐	☐	☐	☐
C2	Organizes all trips required by CIF.	☐	☐	☐	☐
C3	Assists with athletic banquets and the sports segments of the awards assembly.	☐	☐	☐	☐
C4	Serves as a school liaison to Boosters and other community support groups.	☐	☐	☐	☐
C5	Acts as primary designee for coordination of the use of athletic facilities in cooperation with the P.E. Department and others as needed.	☐	☐	☐	☐
	D. ESTABLISHES AND MANAGES AN ATHLETIC PROGRAM THAT FOSTERS A POSITIVE ENVIRONMENT	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
D1	Makes all necessary arrangements to begin each sports season.	☐	☐	☐	☐
D2	Prepares, distributes, and posts the schedule of competition for all sports, including printed schedules as necessary.	☐	☐	☐	☐
D3	Plans all home contests, including arrangements for officials, other adult personnel, and physical and equipment details for CIF office and others.	☐	☐	☐	☐
D4	Enforces Board policy related to all athletic activities.	☐	☐	☐	☐
D5	Serves as the primary coordinator of athletic transportation.	☐	☐	☐	☐
D6	Serves as the athletic contact to media.	☐	☐	☐	☐
D7	Prepares and administers athletic budget.	☐	☐	☐	☐

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FORM A5
Nurse

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Observation Form for Certificated Employees
Form A Evaluation
Article VII

Evaluatee:_____School:_____

Date: _____Period:_____ School Year:_____ Course:_____

	A. QUALITY OF SCHOOL NURSE CARE	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
A1	Analyzes and interprets the health and development needs of students and provides appropriate health counseling and care.	☐	☐	☐	☐
A2	Communicates and consults with administrators, medical providers, and community agencies about policies, procedures, program development, and services.	☐	☐	☐	☐
A3	Delivers high quality care to students.	☐	☐	☐	☐
A4	Organizes and implements state mandates (immunizations, health screenings, etc.)	☐	☐	☐	☐
A5	Develops and maintain effective health records.	☐	☐	☐	☐
A6	Identifies and interprets health needs and coordinates appropriate care/plan.	☐	☐	☐	☐
	B. DOCUMENTATION AND RECORD KEEPING	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
B1	Records findings of mandated health screening in designated places.	☐	☐	☐	☐
B2	Records pertinent information relevant to health status of students provided by parents and health providers.	☐	☐	☐	☐
B3	Records and maintain student medication logs.	☐	☐	☐	☐
B4	Completes and submits required state and county reports in a timely manner.	☐	☐	☐	☐
	C. COLLABORATES AND COMMUNICATES EFFECTIVELY	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
C1	Participates in IEP/SST/504 and other meetings as appropriate.	☐	☐	☐	☐
C2	Plans and conducts staff development programs on care of medically fragile/ill students for school personnel.	☐	☐	☐	☐
C3	Trains staff regarding emergency protocol and procedures.	☐	☐	☐	☐
C4	Manages health offices, and adheres to necessary timelines for health services.	☐	☐	☐	☐
C5	Collaborates with students, families, staff, and colleagues in a manner that results in quality health care.	☐	☐	☐	☐
C6	Coordinates referrals to care providers and/or community agencies that enable continuity of student care.				
	D. PROGRAM/PLAN MANAGEMENT	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
D1	Implements student health management plans and coordinates with other school personnel.	☐	☐	☐	☐
D2	Evaluates the delivery and outcomes of health services.	☐	☐	☐	☐
D3	Facilitates management of communicable disease issues in schools and/or community.	☐	☐	☐	☐

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FORM A6
Speech Therapist

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Observation Form for Certificated Employees
Form A Evaluation
Article VII

D4	Enhances the overall quality and delivery of health care services.	☐	☐	☐	☐

Evaluatee:_____School:_____

Date: _____Period:_____ School Year:_____ Course:_____

A.	***DESIGNING AND PLANNING LEARNING EXPERIENCES***	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
A1	Organizes a program that addresses students speech/language goals.	☐	☐	☐	☐
A2	Works cooperatively with school personnel to accomplish the speech/language goals and objectives of the district/site/individual student.	☐	☐	☐	☐
A3	Coordinates speech/language services with student services provided by other personnel.	☐	☐	☐	☐
A4	Maintains records of the speech/language program and prepares reports as required.	☐	☐	☐	☐
A5	Attends and prepares necessary documents for IEP meetings and other meetings as needed.	☐	☐	☐	☐
A6	Develops appropriate speech/language goals and objectives for students receiving speech services.	☐	☐	☐	☐
B.	***ASSESSES STUDENT LEARNING/ELIGIBILITY AND EVALUATION***	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
B1	Administers formal and informal tests for speech/language purposes.	☐	☐	☐	☐
B2	Obtains additional or supplementary diagnostic information from appropriate persons and available records.	☐	☐	☐	☐
B3	Chooses diagnostic tools, instruments and procedures for assessment and diagnosis as appropriate.	☐	☐	☐	☐
B4	Analyzes and interprets information to make recommendations regarding the needs for speech/languages services.	☐	☐	☐	☐
B5	Adjusts intervention strategies based upon student performance.				
C.	***SUPPORTS ALL STUDENTS IN LEARNING/THERAPY IMPLEMENTATION***	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
C1	Maintains an environment that is positive and conductive to learning.	☐	☐	☐	☐
C2	Plans appropriate therapy lessons that address IEP goals of students.	☐	☐	☐	☐
C3	Uses a variety of strategies and techniques appropriate to stated objectives.	☐	☐	☐	☐
C4	Assists students in developing compensatory skills and self-monitoring skills.	☐	☐	☐	☐
C5	Gives prompt and appropriate feedback to students.	☐	☐	☐	☐
C6	Provides pullout, collaborative, in-class, and consultative therapy approaches to meet students' speech/language needs.				
D.	***INCREASES EFFECTIVENESS AND PROFESSIONAL RESPONSIBILITIES***	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
D1	Provides consultation and/or in-servicing to parents, teachers, and other appropriate school personnel.	☐	☐	☐	☐

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Observation Form for Certificated Employees
Form A Evaluation
Article VII

D2	Seeks the assistance of teachers, parents, and others to meet the communication needs of students.	☐	☐	☐	☐
		Yes	No	Not Observed/ NA	Evidence Requested/ Offered
D3	Provides formal or informal reports to parents about their students' progress in the speech/language program.	☐	☐	☐	☐
D4	Makes recommendations and referrals as needed.	☐	☐	☐	☐

FORM A7
School Psychologist

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Observation Form for Certificated Employees
Form A Evaluation
Article VII

Evaluatee:_____School:_____

Date: _____Period:_____ School Year:_____ Course:_____

	A. ASSESSMENT AND DATA BASED DECISION MAKING	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
A1	Manages cases of students referred, obtaining parent signatures, manages timelines, follows mandated procedures, completes paperwork and student files.	☐	☐	☐	☐
A2	Completes thorough evaluations using current and appropriate assessment instruments. Reviews appropriate history and conducts teacher, student and parent interviews to gather relevant data as part of the assessment.	☐	☐	☐	☐
A3	Provides narrative written reports and records to document the student's condition, the need for special education, and to recommend an appropriate course of remediation.	☐	☐	☐	☐
A4	Functions as a working member of the IEP Team and consults with stakeholders to implement the goals and objectives of the IEP including regular class placement as appropriate.	☐	☐	☐	☐
A5	Conducts required assessment of Special Education students and completes reports in a timely manner.	☐	☐	☐	☐
	B. INTERVENTIONS AND INSTRUCTIONAL SUPPORT TO DEVELOP ACADEMIC, SOCIAL, AND LIFE SKILLS	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
B1	Coordinates behavior management programs for individual students.	☐	☐	☐	☐
B2	Provides individual, short-term counseling and crisis management with individual students and families.	☐	☐	☐	☐
B3	Conducts evaluation of students' behavioral and emotional needs and provides recommendations.	☐	☐	☐	☐
B4	Provides referral to outside agencies as needed.	☐	☐	☐	☐
B5	Coordinates/conducts on-going, small group counseling and social skills training.				
B6	Provides/coordinates in-services for staff and parents on topics such as behavior management, child development, and learning.				
	C. CONSULTATION AND COLLABORATION	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
C1	Participates in the development and support of school and District programs.	☐	☐	☐	☐
C2	Maintains rapport with staff and parents.	☐	☐	☐	☐
C3	Recommends appropriate interventions and modifications to facilitate student success.	☐	☐	☐	☐
C4	Participates in referral processes at the school site.	☐	☐	☐	☐
C5	Responds in a flexible and professional manner in crisis or adversarial situations.	☐	☐	☐	☐
C6	Assists and provides in-service and consultation to parents and staff about Special Education and related topics.				

FORM A7

School Psychologist *SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT*

Observation Form for Certificated Employees

Form A Evaluation

Article VII

D.	***PROFESSIONAL COMMUNICATION***	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
D1	Clearly and accurately explains laws, policies and regulations relating to psychological services to parents, students, and school personnel.	☐	☐	☐	☐
D2	Effectively communicates with students, using language appropriate to the listener, including non-vocal communication when necessary.				
D2	Advocates for student success.	☐	☐	☐	☐

Form B
Evaluation

ACTION PLAN

Evaluatee:

Evaluator:

Date**:**

DIRECTIONS: The evaluatee and evaluator will develop an action plan for each criteria not being demonstrated based upon the observation. Multiple criteria can be addressed.

Criteria to be addressed:

_____

_____

_____

Action Plan: include activities that the evaluatee will demonstrate and the methodologies to be used.

Evaluator: Evaluatee:

Date: Date:

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FORM C

POST OBSERVATION CONFERENCE SUMMARY

EVALUATEE:_____

EVALUATOR:_____

DATE:_____

DIRECTIONS: For each criteria stated in the Action Plan, indicate how each of the strategies outlined in the Action Plan are or are not being demonstrated. Based upon the observations, indicate specific actions as evidence.

_____	_____
Evaluator	Evaluatee
_____	_____
Date	Date

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FORM D1
Teacher

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
FINAL SUMMATIVE EVALUATION

Pursuant to Article VII of
The Negotiated Agreement

Evaluatee Grade/Assignment School Year

		SATISFACTORY	UNSATISFACTORY
A.	PUPIL PROGRESS TOWARD STANDARDS OF EXPECTED ACHIEVEMENT	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

		SATISFACTORY	UNSATISFACTORY
B.	INSTRUCTIONAL TECHNIQUES/ STRATEGIES	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
C. ADHERENCE TO CURRICULAR OBJECTIVES	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
D. SUITABLE LEARNING ENVIRONMENT	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
OVERALL PERFORMANCE	☐	☐

NOTE: An "Unsatisfactory" rating in either B or C above requires the Evaluatee to participate in the District's Peer Assistance and Review Program pursuant to E.C. 44500 et seq.

EVALUATEE'S STATEMENT: I acknowledge that this evaluation has been discussed with me, that I have been provided with written recommendations where improvement is indicated, that I understand my signature does not necessarily mean that I agree with this evaluation, and that I may submit a statement in writing to be attached to this form.

Evaluatee's Signature Date

Evaluator's Signature Date

FORM D2
Counselor

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
FINAL SUMMATIVE EVALUATION

Pursuant to Article VII of
The Negotiated Agreement

Evaluatee Grade/Assignment School Year

	SATISFACTORY	UNSATISFACTORY
A. ENGAGES, ADVOCATES FOR, AND SUPPORT ALL STUDENTS	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
B. PLANS, IMPLEMENTS, AND EVALUATES PROGRAMS TO PROMOTE ACADEMIC, CAREER, PERSONAL, AND SOCIAL DEVELOPMENT OF ALL STUDENTS	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

		SATISFACTORY	UNSATISFACTORY
C.	UTILIZES MULTIPLE SOURCES OF INFORMATION TO MONITOR AND IMPROVE STUDENT BEHAVIOR AND ACHIEVEMENT	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

		SATISFACTORY	UNSATISFACTORY
D.	COLLABORATES AND COORDINATES WITH SCHOOL AND COMMUNITY RESOURCES	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

		SATISFACTORY	UNSATISFACTORY
E.	PROMOTES AND MAINTAINS A SAFE LEARNING ENVIRONMENT FOR ALL STUDENTS	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

FORM D2
Counselor

	SATISFACTORY	UNSATISFACTORY
OVERALL PERFORMANCE	☐	☐

NOTE: An "Unsatisfactory" rating in either A or C above requires the Evaluatee to work with their Evaluator to develop a plan of improvement.

EVALUATEE'S STATEMENT: I acknowledge that this evaluation has been discussed with me, that I have been provided with written recommendations where improvement is indicated, that I understand my signature does not necessarily mean that I agree with this evaluation, and that I may submit a statement in writing to be attached to this form.

Evaluatee's Signature Date

Evaluator's Signature Date

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FORM D3
TOSA
Teacher on Special Assignment

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
FINAL SUMMATIVE EVALUATION

Pursuant to Article VII of The Negotiated Agreement

Evaluatee Grade/Assignment School Year

	SATISFACTORY	UNSATISFACTORY
A. ENGAGES AND SUPPORTS ALL TEACHERS IN LEARNING	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
B. CREATES AND MAINTAINS EFFECTIVE ENVIRONMENTS FOR STUDENT AND TEACHER LEARNING	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
C. UNDERSTANDS AND ORGANIZES SUBJECT MATTER FOR STUDENT AND TEACHER LEARNING	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
D. PLANS PROFESSIONAL LEARNING OPPORTUNITIES FOR ALL TEACHERS	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
E. USES ASSESSMENTS TO PROMOTE STUDENT AND TEACHER LEARNING	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

FORM D3
TOSA
Teacher on Special Assignment

	SATISFACTORY	UNSATISFACTORY
OVERALL PERFORMANCE	☐	☐

NOTE: An "Unsatisfactory" rating in either A or B above requires the Evaluatee to work with their Evaluator to develop a plan of improvement.

EVALUATEE'S STATEMENT: I acknowledge that this evaluation has been discussed with me, that I have been provided with written recommendations where improvement is indicated, that I understand my signature does not necessarily mean that I agree with this evaluation, and that I may submit a statement in writing to be attached to this form.

Evaluatee's Signature Date

Evaluator's Signature Date

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FORM D4
Athletic Director

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
FINAL SUMMATIVE EVALUATION

Pursuant to Article VII of The Negotiated Agreement

Evaluatee Grade/Assignment School Year

	SATISFACTORY	UNSATISFACTORY
A. ENGAGES AND SUPPORTS ALL STUDENTS	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
B. ENSURES A HIGH QUALITY ATHLETIC PROGRAM IS ARTICULATED AND IMPLEMENTED	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
C. PLANS AND COLLABORATES WITH ALL STAKEHOLDERS	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
D. ESTABLISHES AND MANAGES AN ATHLETIC PROGRAM THAT FOSTERS A POSITIVE ENVIRONMENT	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
OVERALL PERFORMANCE	☐	☐

NOTE: An "Unsatisfactory" rating in either B or D above requires the Evaluatee to work with their Evaluator to develop a plan of improvement.

EVALUATEE'S STATEMENT: I acknowledge that this evaluation has been discussed with me, that I have been provided with written recommendations where improvement is indicated, that I understand my signature does not necessarily mean that I agree with this evaluation, and that I may submit a statement in writing to be attached to this form.

Evaluatee's Signature Date

Evaluator's Signature Date

FORM D5
Nurse

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
FINAL SUMMATIVE EVALUATION

Pursuant to Article VII of
The Negotiated Agreement

Evaluatee Grade/Assignment School Year

	SATISFACTORY	UNSATISFACTORY
A. QUALITY OF SCHOOL NURSE CARE	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
B. DOCUMENTATION AND RECORD KEEPING	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
C. COLLABORATES AND COUMMUNICATES EFFECTIVELY	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
D. PROGRAM/PLAN MANAGEMENT	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
OVERALL PERFORMANCE	☐	☐

NOTE: An "Unsatisfactory" rating in either A or C above requires the Evaluatee to work with their Evaluator to develop a plan of improvement.

EVALUATEE'S STATEMENT: I acknowledge that this evaluation has been discussed with me, that I have been provided with written recommendations where improvement is indicated, that I understand my signature does not necessarily mean that I agree with this evaluation, and that I may submit a statement in writing to be attached to this form.

Evaluatee's Signature Date

Evaluator's Signature Date

FORM D6
Speech Therapist

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
FINAL SUMMATIVE EVALUATION

Pursuant to Article VII of The Negotiated Agreement

Evaluatee Grade/Assignment School Year

	SATISFACTORY	UNSATISFACTORY
A. DESIGNING AND PLANNING LEARNING EXPERIENCES	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
B. ASSESSES STUDENT LEARNING/ELIGIBILITY AND EVALUATION	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
C. SUPPORTS ALL STUDENTS IN LEARNING/ THERAPY IMPLEMENTATION	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
D. INCREASES EFFECTIVENESS AND PROFESSIONAL RESPONSIBILITIES	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
OVERALL PERFORMANCE	☐	☐

NOTE: An "Unsatisfactory" rating in either A or C above requires the Evaluatee to work with their Evaluator to develop a plan of improvement.

EVALUATEE'S STATEMENT: I acknowledge that this evaluation has been discussed with me, that I have been provided with written recommendations where improvement is indicated, that I understand my signature does not necessarily mean that I agree with this evaluation, and that I may submit a statement in writing to be attached to this form.

Evaluatee's Signature Date

Evaluator's Signature Date

FORM D7
School Psychologist

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
FINAL SUMMATIVE EVALUATION

Pursuant to Article VII of The Negotiated Agreement

Evaluatee Grade/Assignment School Year

	SATISFACTORY	UNSATISFACTORY
A. ASSESSMENT AND DATA BASED DECISION MAKING	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
B. INTERVENTIONS AND INSTRUCTIONAL SUPPORT TO DEVELOP ACADEMIC, SOCIAL, AND LIFE SKILLS	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
C. CONSULTATION AND COLLABORATION	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
D. PROFESSIONAL COMMUNICATION	☐	☐

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
OVERALL PERFORMANCE	☐	☐

NOTE: An "Unsatisfactory" rating in either B or C above requires the Evaluatee to work with their Evaluator to develop a plan of improvement.

EVALUATEE'S STATEMENT: I acknowledge that this evaluation has been discussed with me, that I have been provided with written recommendations where improvement is indicated, that I understand my signature does not necessarily mean that I agree with this evaluation, and that I may submit a statement in writing to be attached to this form.

Evaluatee's Signature Date

Evaluator's Signature Date

APPENDIX E

SCHOOL SITE SCHEDULES

Comprehensive Student Bell Schedules

Regular Day

1	8:30 – 9:20
2	9:30 – 10:20
Break	10:20 – 10:25
3	10:35 – 11:25
4	11:35 – 12:25
Lunch	12:25 – 12:55
5	1:05 – 1:55
6	2:05 – 2:55
7	3:05 – 3:55

Note: 10 minute passing periods

Minimum Day Schedule

1	8:30 – 9:00
2	9:10 – 9:40
Break	9:40 – 9:45
3	9:55 – 10:25
4	10:35 – 11:05
Lunch	11:05 – 11:35
5	11:45 – 12:15
6	12:25 – 12:55
7	1:05 – 1:35

Note: 10 minute passing periods

Monday Collaboration Day

1	8:30 – 9:10
2	9:20 – 10:00
Break	10:00 – 10:05
3	10:15 – 10:55
4	11:05 – 11:45
Lunch	11:45 – 12:15
5	12:25 – 1:05
6	1:15 – 1:55
7	2:05 – 2:45
Collaboration	3:00 – 4:00

Note: 10 minute passing periods

Finals Schedule

	Day 1
1st Period	8:30 – 10:20
Break	10:20 – 10:30
2nd Period	10:40 – 12:30
Lunch	12:30 – 1:00
7th Period	1:10 – 3:00
	Day 2
3rd Period	8:30 – 10:25
Lunch	10:25 – 10:55
4th Period	11:05 – 1:00
	Day 3
5th Period	8:30 – 10:25
Lunch	10:25 – 10:55
6th Period	11:05 – 1:00

Note: 10 minute passing periods

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Mark Richardson Center Student Bell Schedules

Regular Day

1-2	8:30 – 10:10
3-4	10:45 – 12:25
5-6	1:05 – 2:45

Minimum Day Schedule

1-2	8:30 – 9:30
3-4	9:55 – 10:55
5-6	11:45 – 12:45

Monday Collaboration Day

1-2	8:30 – 9:50
3-4	10:25 – 11:45
5-6	12:35 – 1:55
Collaboration	3:00 – 4:00

Finals Schedule

	Day 1
1st Period	8:30 – 10:20
Break	10:20 – 10:30
2nd Period	10:40 – 12:30
	Day 2
3rd Period	8:30 – 10:25
Lunch	10:25 – 10:55
4th Period	11:05 – 1:00
	Day 3
5th Period	8:30 – 10:25
Lunch	10:25 – 10:55
6th Period	11:05 – 1:00

Note: 10 minute passing periods

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Delta High School Student Bell Schedules

Monday - Thursday
AM Session

Advisement	8:30 – 8:44
1	8:45 – 9:35
2	9:40 – 10:30
3	10:35 – 11:25
Advisement	11:26 – 11:30

Note: 5 minute passing periods

Monday - Thursday
PM Session

Advisement	12:30 – 12:44
5	12:45 – 1:35
6	1:40 – 2:30
7	2:35 – 3:25
Advisement	3:26 – 3:30

Note: 5 minute passing periods

Friday

Advisement	8:30 – 8:55
8	9:00 – 10:10
9	10:15 – 11:25
Advisement	11:26 – 11:30
Collaboration	12:00 – 4:00

Note: 5 minute passing periods

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SHARED DECISION MAKING
BYLAWS

ARTICLE I
PHILOSOPHY AND PURPOSE

Philosophy: The Shared Decision Making (SDM) assumes that an agreed-on model for collaborative cooperation and a voice in school site decisions leads to a more inclusive level of involvement of various stake-holders.

Purpose: The purpose of Shared Decision Making is to provide an opportunity for the school community (teachers, parents, students, and other site employees), in collaboration with the principal, to jointly shape decisions regarding policy making and organizational issues related to student, teachers, and/or classrooms at the school site level.

ARTICLE II
SCOPE

Site SDM Councils discuss, deliberate, and make decisions regarding issues or areas other than those assigned to other decision-making bodies (e.g., School Site Council, Department Chairs, Curriculum Council).

ARTICLE III
COMPOSITION

The voting membership of SDM will consist of:

- One(1) Principal
- Four(4) Teachers
- One(1) *Other staff member
- Three(3) Parents or Community Members
- Three(3) Students

Note: The department chairs will be represented on SDM by a non-voting department chair serving as a liaison, unless a department chair is elected as a teacher representative.

* “Other staff member” will be filled by a classified member unless CSEA chooses not to participate.

ARTICLE IV
MEMBERSHIP/ELECTIONS

Elections: All elected members will be seated following an election conducted by the represented constituency (Faculty Association, Classified's Association, and ASB. Constituencies may elect alternates at the same time in case a replacement is needed.

Parent or community members' nominations are completed using the following process:

2014 to 2015: All parents currently on the SDM will be asked to serve out their term. Parent vacancy elections will be conducted by the SSC by Winter Break. Elections in subsequent years will be coordinated by SDM using their by-laws unless there is a PTA/PTSA/PTSC who would then coordinate the parent election.

ERHS will run their Parent Elections through their PTA/PTSA/PTSC. PTA/PTSA/PTSC will coordinate their elections per their own by-laws.

The following election procedures will be used for Parents or Community members at PVHS and SMHS.

If a PTA/PTSA/PTSC is in place at those sites, that group will conduct elections per their own by laws as it does at ERHS.

Parent or Community members' nominations are completed using the following process:

1. Request for nominations will be done through the District, using the All Call phone system at the beginning of the school year.
2. Nomination need to be returned in writing at least 72 hours prior to the election to the committee coordinating the election.
3. The election will be conducted at Back to School Night by the committee coordinating the election (or, for the 2014-2015, before the Winter Break).
4. Ballots will be tallied by the committee coordinating the election, archived for one (1) year, and candidates will be notified to the election result.
5. Should a parent or community member be on the ballot for SDM position at more than one campus and win on more than one ballot, she or he will serve only on the SDM committee on which he or she received the highest percentage of votes cast for the site.

Term of Office: The site principal is the only permanent member of SDM. The term of office for each elected member shall be determined by the represented constituency and will be elected for one or two year terms. A person shall not serve for more than four (4) consecutive years.

Substitutes/Assignment of Membership: No substitute is permitted for an elected member. An elected member may not assign his or her membership to any other person.

Termination/Resignation of Membership/Non-Attendance: A Council member shall no longer hold membership should he or she cease to meet the membership requirements under which he or she was eligible elected. A resignation from the Council must be submitted in writing. A member may be removed from the Council after absence from three consecutive regular meetings by agreement of the Council.

ARTICLE V
MEMBER ROLES/STRUCTURE OF COUNCIL

Facilitator: Each meeting will be conducted by a Council member serving as a facilitator unless an outside facilitator is deemed necessary by the Council. Each member may be called upon to facilitate a meeting based on agreement of the Council. (Rotating).

SDM Chair: The responsibility of the SDM Chair is to maintain the calendar and the functions of the Council, including scheduling and publicizing the Open Forum before each regularly scheduled Council meeting, preparing agendas in concert with the Recording Secretary, and arranging and communicating meeting logistics. The term of duty shall be one school year.

Recording Secretary: The Recording Secretary assists the SDM Chair in preparing agendas for Council meetings. The Recording Secretary will record, produce, reproduce, and distribute meeting minutes to SDM members and disseminate the approval minutes to the entire school community after SDM approval,
The term of duty shall be one school year.

ARTICLE VI
CALENDAR AND QUORUM

Regular Meetings: Site SDM Council will meet at least four (4) times per year on release time and/or after school as determined by the Council. The Council will endeavor to schedule meetings at an appropriate time for maximum participation by elected members.

Special Meetings: Special meetings may be scheduled by the Council as needed.

Quorum: A quorum for any SDM Council meeting is defined as at least 75% of the total Council membership and representation of each constituency. No Council decision may be made without a quorum present at the time of the vote.

ARTICLE VII
DECISION MAKING

SDM decisions require a “Consensus,” which is defined as Council members in attendance either agreeing with the decision or not objecting to the decision.

Accepted 10/13/14